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COPY



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

Regular Meeting--Thursday, August 28, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone.

Absent -- Aldermen Vrdolyak, Mell, Schulter.

Call to Order.

On Thursday, August 28, 1986 at 3:50 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Quorum present.

Invocation.

Rabbi Larry Sidel, A.G. Beth Israel Congregation, opened the meeting with prayer.

CONGRATULATIONS EXTENDED 1986 ILLINOIS DISTRICT 15 BIG LEAGUE "ALL-STARS" BASEBALL TEAM.

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

WHEREAS, The 1986 Illinois District 15 Big League "All-Stars" Baseball Team is a member of the Illinois District 15 Little League Organization; and

WHEREAS, The membership of the Illinois District 15 "All-Stars" Baseball Team is composed of 16 through 18 year old high school students from the far southwest area of Chicago and surrounding southwestern suburban districts; and

WHEREAS, The Illinois District 15 "All-Stars" won the sectional for that district on July 20, 1986, and the Illinois State Championship on July 27, 1986, and the Regional Championship on August 5, 1986, and went on to represent the U.S.A.-North Division in the Big League World Series Games on August 10, 1986 and placed fourth in the World Competition; and

WHEREAS, The members of the 1986 Illinois District 15 Big League "All- Stars" Baseball Team are Mike Budds, Pat Connelly, Jim Garner, Chris Kefalas, Javier Lebron, Dan Lewis, Thomas Mahay, Charles Maida, Brian McBride, Pat Morris, Joe Rodriguez, Jim Rothgery, Scott Smolik, Larry Templin, Jon Woeslaw, and coached by Head Coach Dave Downey, Bob Lewis, and Sam Sipich; and

WHEREAS, The Illinois District 15 Big League "All-Stars" Baseball Team has brought pride, honor, and credit to their schools, families, and themselves by exhibiting sportsmanship and athletic excellence; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council do hereby honor and congratulate the 1986 Illinois District 15 Big League "All-Stars" Baseball Team and urge all citizens to give credit and recognition for their accomplishments this year.

Alderman Madrzyk 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 Madrzyk, seconded by Alderman Kellam, the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Mayor Harold Washington invited Coach Dave Downey and his players to the rostrum.

Coach Downey thanked Mayor Washington and the Council on behalf of the team and expressed their pride in having represented the City of Chicago.

CONGRATULATIONS EXTENDED 1986 JACKIE ROBINSON
WEST SENIOR LITTLE LEAGUE BASEBALL TEAM.

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

WHEREAS, The Jackie Robinson West Little League was founded in 1970 on the south side of Chicago to provide recreation for youth; and

WHEREAS, The 1986 Jackie Robinson West Senior League Baseball Team won the District 4 Championship on July 16, 1986, and the Section 3 Championship on July 22, 1986, and as one of only five finalists, went on to win the Illinois State Senior Little League Championship; and

WHEREAS, The members of the 1986 Jackie Robinson West Senior League Baseball Team are Randolph Blocker, Roynal Coleman, Darwin Davis, Barry Freeman, Antoine French, LaShawn Hammock, Craig Hawkins, Jerome Hawthorne, Andre Jackson, Jeffery Jackson, Sam Johnson, Carl Keys, Jr., Raymond Roberts, Brian Street, Jermaine Walker, and coached by Head Coach Howard Williams, and Andrew Mitchell; and

WHEREAS, The 1986 Jackie Robinson West Senior League Baseball Team has brought pride, honor, and credit to their schools, families, and themselves by exhibiting sportsmanship and athletic excellence; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council do hereby honor and congratulate the 1986 Jackie Robinson West Senior Little League Baseball Team and urge all citizens to give credit and recognition for their accomplishments this year.

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

On motion of Alderman Frost, seconded by Aldermen Sherman and Hutchinson, the foregoing proposed resolution was *Adopted*, unanimously.

Mayor Harold Washington then invited Coaches Howard Williams and Andrew Mitchell, together with and their players, to the rostrum.

Coach Howard Williams, on behalf of the team, thanked Mayor Washington and the City Council.

CONGRATULATIONS EXTENDED 1986 CHICAGO MACCABI
BASKETBALL TEAM.

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

WHEREAS, The 1986 Chicago Maccabi Basketball Team is a member of the Chicago Region Maccabi Association; and

WHEREAS, The 1986 Chicago Maccabi Basketball Team is composed of 15 and 16 year old high school students from Chicago and the Chicago Metropolitan Area; and

WHEREAS, The Chicago Region Maccabi Association sent 120 young students to participate in 14 sports in the 1986 International Junior Maccabi Games in Toronto, Canada during August 15 through August 22, 1986; and

WHEREAS, The 1986 Chicago Maccabi Basketball Team competed in the 1986 International Junior Maccabi Basketball Games, playing 8 games in 5 days and placed 4th in the International Basketball Games out of 40 teams; and

WHEREAS, The members of the 1986 Chicago Maccabi Basketball Team are Steve Avadek, Jeff Gassel, Danny Gold, Leo Gudenko, Adam Kamarat, Danny Lipman, Rich Lufrano, Howard Rothenberg, Brian Shevitz, Steve Simon, Mike Skinner, Ruben Weber, Mike Weinstein, and coached by Gary Peckler, Jordan Engerman, and Mike Forman; and

WHEREAS, The 1986 Chicago Maccabi Basketball Team has brought pride, honor, and credit to their schools, families, and themselves by exhibiting sportsmanship and athletic excellence; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council do hereby honor and congratulate the 1986 Chicago Maccabi Basketball Team and urge all citizens to give credit and recognition for their accomplishments this year.

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.

At this point in the proceedings, Mayor Harold Washington invited Coaches Gary Peckler, Jordan Engerman, Mike Forman and their players to the rostrum.

Coach Gary Peckler, on behalf of the team, thanked Mayor Washington and the Council for the recognition accorded the team's accomplishments.

CONGRATULATIONS EXTENDED 1986 CHICAGO
ROYALS BASEBALL TEAM.

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

WHEREAS, The 1986 Chicago Royals Baseball Team is a member of the Connie Mack Baseball League and the American Amateur Baseball Congress; and

WHEREAS, The membership of the American Amateur Baseball Congress is composed of high school students aged 17 and 18 years of age; and

WHEREAS, The Connie Mack League, affiliated with the American Amateur Baseball Congress, was founded in 1984 by Head Coach Rick Attreau, is based in Chicago, Illinois and has 20 teams in its membership; and

WHEREAS, The 1986 Chicago Royals Baseball Team emerged as the Illinois State Champions of the Connie Mack Tournament League by defeating the Ottawa, Illinois American Legion Post 33 Team on August 3, 1986 by a score of 4-3 in 11 innings; and

WHEREAS, The members of the 1986 Chicago Royals Baseball Team have a 23-3 record during regular 1986 season play; and

WHEREAS, The 1986 Chicago Royals Baseball Team is composed of students from Harlan, Simeon, Fenger, Phillips and Kenwood High Schools, which are all located in Chicago, Illinois; and

WHEREAS, The members of the 1986 Chicago Royals Baseball Team are James Ross, Jesse Peters, Darrell Wyatt, Stanley Coleman, Leander Bland, Sam Bland, Rynell Morgan, Belvion Clark, Bobbie Falkner, Ricky Rodgers, Ronald Jefferson, Jerry Flowers, James Bell, Michael Cornelious, Adrian Dearon, Anthony Neuman, James Bailey, and Rhay Street, and coached by Head Coach Rich Attreau, as well as Roosevelt Edwards, Sr., and Jesse Peters Sr.; and

WHEREAS, The 1986 Chicago Royals Baseball Team has brought pride, honor, and credit to their school, their families, and themselves by exhibiting sportsmanship and athletic excellence; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council do hereby honor and congratulate the 1986 Chicago Royals Baseball Team and urge all citizens to give credit and recognition to their accomplishments this year.

Alderman Hutchinson 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 Hutchinson, seconded by Aldermen Sawyer, Rush and Humes, the foregoing proposed resolution was *Adopted* unanimously.

At this point in the proceedings, Mayor Harold Washington invited Coaches Rich Attreau, Roosevelt Edwards Sr., Jesse Peters Sr. and the Chicago Royals players to the rostrum.

Coach Attreau, on behalf of the team, thanked Mayor Washington and the Council for the financial support which enabled them to represent Chicago at the Illinois State Connie Mack Tournament League Championship.

Rules Suspended -- CONGRATULATIONS EXTENDED SOUTH
SHORE DRILL TEAM.

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

WHEREAS, The South Shore Drill Team was founded in June, 1980 by Arthur Robinson as an alternative to street gang membership for youngsters on the southeast side of Chicago; and

WHEREAS, The South Shore Drill Team is comprised of 40 youngsters, male and female, between the ages of 11 and 21; and

WHEREAS, These youngsters participate in numerous competitions, using precision rifles while performing various drill routines; and

WHEREAS, Mr. Robinson has dedicated himself to the task of teaching these youngsters team work, fair play and the disciplines of dedication and devotion; and

WHEREAS, The group is scheduled to make over 150 appearances each year, affording them the opportunity to travel and entertain large audiences; and

WHEREAS, The South Shore Drill Team has won over 100 First Place Awards and Honorable Mentions for participation in parades, always noted as outstanding color guard and drill team competitors; and

WHEREAS, The South Shore Drill Team is the 1986 Illinois State Champions of Drill Team and Color Guard Competitions and are the longest consecutive title holders of this competition having captured the title in 1983, 84, 85 and 86, respectively, and

WHEREAS, The South Shore Drill Team is the 1986 American Legion State Champions; and

WHEREAS, The Shore South Drill Team was featured in 1984 on the award winning program, "Two on Two", for the contribution these youngsters are making to their community while entertaining others and setting examples for other youth of their community; and

WHEREAS, The South Shore Drill Team was featured in the Paramount Picture release of 1986 entitled, "Ferris Bueller's Day Off"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., do hereby offer our congratulations and best wishes to the South Shore Drill Team and its founder, Arthur Robinson for the outstanding achievements of the group and for the excellent contribution the group makes to its community and to the City; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the South Shore Drill Team for presentation to its membership.

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

Inviting the South Shore Drill Team to the rostrum, Mayor Washington offered congratulations and best wishes to the group and its founder, Arthur Robinson, for their

outstanding achievements and the excellent contributions the group makes to its community and to the City.

Rules Suspended -- CITY COUNCIL CALLS UPON U.S.X. CORPORATE
OFFICIALS TO END LOCKOUT AND JOIN UNITED
STEELWORKERS IN RESUMING
NEGOTIATIONS

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

WHEREAS, Thousands of members of the United Steelworkers of America have been locked out from their jobs by the refusal of U.S.X. Corporation to continue negotiations while operating under the terms of the 1983 contract; and

WHEREAS, The demand of U.S.X. for concessions from workers amounting to seven dollars (\$7.00) per hour would deprive workers and their families of a quality of life achieved after decades of struggle; and

WHEREAS, The demand of U.S.X. for the right to continue to contract-out work performed by union steelworkers will mean the loss of work for hundreds of steelworkers; and

WHEREAS, The demand of U.S.X. for changes in grievance procedures would create havoc in the workplace and undermine the very existence of the union; and

WHEREAS, The demand of U.S.X. for changes in work rules would decrease the number of jobs for steelworkers and double the work load of those remaining on the job; and

WHEREAS, The continued unemployment of steelworkers will seriously affect their ability to meet the need of their families and will seriously, and perhaps irreparably harm the business, professional and governmental entities on the south and southeast sides; now, therefore,

Be It Resolved, That the City Council of Chicago, Illinois calls upon officials of U.S.X. Corporation to end the lockout and join the United Steelworkers in resuming negotiations for a fair and equitable contract while operating under the terms of the 1983 contract; and

Be It Further Resolved, That this Chicago City Council calls upon the Illinois employment security division to grant unemployed steelworkers the right to unemployment compensation as it was done for steelworkers at Wheeling- Pittsburgh Steel Company; and

Be It Further Resolved, That this Chicago City Council calls upon all private and governmental social agencies to marshal all resources to make certain that mortgage foreclosures of workers homes are not allowed, that utility services are not discontinued,

that adequate medical care is provided and that no family is denied the basic necessities of life.

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

REGULAR ORDER OF BUSINESS RESUMED.

CONGRATULATIONS EXTENDED TO MAYOR TEDDY KOLLEK
ON RECEIPT OF ALBERT EINSTEIN TORCH OF
HOPE PEACE PRIZE.

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

WHEREAS, Teddy Kollek has been Mayor of the City of Jerusalem since December, 1965; and

WHEREAS, Mayor Kollek during the years since the Six Day War unified the City of Jerusalem, he has worked to build peace, mutual respect, and cordial relations among the City's Christians, Muslims, and Jews; and

WHEREAS, As Mayor, Mr. Kollek established the Jerusalem Foundation to facilitate projects of beautification, restoration, and community services, and the Jerusalem Committee, an international advisory body; and

WHEREAS, In the 1930's and 1940's, after emigrating to Palestine from Vienna, Mr. Kollek worked against the Nazis, independently and through the Jewish Agency; and

WHEREAS, After the war, he headed the U. S. Haganah operation, led the first U. S. Israel Defense Mission, and in 1949 was in charge of the U. S. desk in Israel's Foreign Ministry; and

WHEREAS, As Minister Plenipotentiary to the U. S. from 1950 to 1952, Mayor Kollek helped organize the first Israel Bond Drive and the first U. S. government economic assistance to Israel, from 1952 until 1964 Mayor Kollek served as Director of the Prime Minister's Office under David Ben-Gurion; and

WHEREAS, On September 10, 1986, Mayor Teddy Kollek at the City of Chicago's Chicago Hilton Towers, will be given the honor as the 1986 Albert Einstein Torch of Hope Laureate by the Albert Einstein Peace Prize Foundation for his life long contributions towards peace; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago assembled here this 28th day of August, 1986, do hereby congratulate Mayor Teddy Kollek for being the recipient of the Albert Einstein Torch of Hope Peace Prize, and urged all citizens to be cognizant of his contributions toward peace throughout the world; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mayor Teddy Kollek.

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

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted* unanimously.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Referred -- WITHDRAWAL OF MAYOR'S NOMINATION OF
MR. LERONE BENNETT, JR. AS MEMBER OF
BOARD OF DIRECTORS OF CHICAGO
PUBLIC LIBRARY.

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 Police, Fire and Municipal Institutions*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Lerone Bennett, Jr. as a member of the Board of Directors of the Chicago Public Library submitted to the City Council on July 9, 1986.

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

Referred -- MAYOR'S REAPPOINTMENT OF HONORABLE
HAROLD WASHINGTON AS COMMISSIONER
OF PUBLIC BUILDING COMMISSION.

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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have reappointed Harold Washington as a Commissioner of the Public Building Commission for a term ending September 30, 1991.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S REAPPOINTMENT OF MS. MARIAN F.
PRITZKER AS MEMBER OF BOARD OF DIRECTORS OF
CHICAGO PUBLIC LIBRARY.

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 Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have reappointed Marian F. Pritzker as a member of the Board of Directors of the Chicago Public Library for a term expiring June 30, 1988.

Your favorable consideration of this reappointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. SAMUEL
W. HURLEY, JR. AS COMMISSIONER OF
DEPARTMENT OF SEWERS.

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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Samuel W. Hurley, Jr. as Commissioner of the Department of Sewers.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF REVEREND B. HERBERT
MARTIN AS MEMBER OF CHICAGO HOUSING AUTHORITY.

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 Housing:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Rev. B. Herbert Martin a member of the Chicago Housing Authority to fill a vacancy caused by the resignation of Andrew J. Mooney for a term ending July 14, 1987.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MS. DORIS B. HOLLEB
AS MEMBER OF CHICAGO PLAN COMMISSION.

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 Housing:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Doris B. Holleb as a member of the Chicago Plan Commission to succeed Anthony Fornelli for a term expiring January 25, 1990.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MS. BRENETTA
HOWELL BARRETT AS COMMISSIONER OF
DEPARTMENT OF CONSUMER
SERVICES.

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 Human Rights and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Brenetta Howell Barrett as Commissioner of the Department of Consumer Services.

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Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENTS OF REVEREND CHARLIE MURRY
AND MR. GERARD PITCHFORD AS MEMBERS OF COMMISSION
ON HUMAN RELATIONS.

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 Human Rights and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Reverend Charlie Murray and Gerard Pitchford as members of the Commission on Human Relations, each for a term ending September 1, 1989.

Your favorable consideration of this reappointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. JAMES M. HOULIHAN
AS MEMBER OF REGIONAL TRANSPORTATION
AUTHORITY.

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 Local Transportation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed James M. Houlihan as a member of the Regional Transportation Authority for a term expiring July 1, 1987.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MS. NATALIA DELGADO
AS MEMBER OF CHICAGO TRANSIT 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 Local Transportation:

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Natalia Delgado as a member of the Chicago Transit Board to succeed Michael Cardilli for a term ending August 31, 1993.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. JAMES COMPTON
AS MEMBER OF BOARD OF DIRECTORS OF CHICAGO
PUBLIC LIBRARY.

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 Police, Fire and Municipal Institutions:

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OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed James Compton as a member of the Board of Directors of the Chicago Public Library for a term ending June 30, 1989 to succeed Lerone Bennett, Jr.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. ARTHUR J. SMITH
AS MEMBER OF CHICAGO POLICE 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 Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Arthur J. Smith as a member of the Chicago Police Board to fill a vacancy caused by the resignation of Justin A. Stanley for a term expiring April 26, 1987.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF REVEREND JORGE
MORALES AS MEMBER OF ILLINOIS INTERNATIONAL
PORT DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Rev. Jorge Morales as a member of the Illinois International Port District to succeed Everette V. Harris for a term ending June 1, 1988. This appointment replaces my earlier appointment of Garland Guice to this position, Mr. Guice having died prior to confirmation.

Your favorable consideration of this appointment will be appreciated.

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

Placed on File -- MAYOR'S APPOINTMENT OF MR. MICHAEL A. SIMONE
AS MEMBER OF MAYOR'S ADVISORY COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Michael A. Simone as a member 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.

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COMMUNICATIONS, ETC.

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Placed on File -- MAYOR'S APPOINTMENTS OF MS.
SARA BODE AND MR. JOHN T. TRUTTER, III
AS MEMBERS OF CHICAGO TOURISM
COUNCIL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Sara Bode and John T. Trutter, III as
members of the Chicago Tourism Council.

I submit this communication for your information.

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

Placed on File -- MAYOR'S APPOINTMENT AND REAPPOINTMENTS
OF VARIOUS INDIVIDUALS AS MEMBERS OF
COMMISSION ON HEALTH PLANNING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Juan A. Muniz as a member of the
Commission on Health Planning for a term expiring June 30, 1989.

I have reappointed the following people as members of the Commission on Health
Planning:

Paul E. Allen for a term expiring June 30, 1989

Harold E. Boysaw for a term expiring June 30, 1989

Dr. Ephraim A. Greer for a term expiring June 30, 1989

Mary Ceil McManus for a term expiring June 30, 1989

James W. Myles for a term expiring June 30, 1989

Dr. Henry P. Russe for a term expiring June 30, 1989

I submit this communication for your information.

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

Placed on File -- MAYOR'S APPOINTMENTS AND REAPPOINTMENTS
OF VARIOUS INDIVIDUALS AS MEMBERS OF
PRIVATE INDUSTRY COUNCIL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- I have reappointed the following people as members of
the Private Industry Council:

Jacqueline McKissack for a term expiring June 30, 1988

Dr. Salvatore Rotella for a term expiring June 30, 1988

Dr. C. Vincent Bakeman for a term expiring June 30, 1988

Sandra McNeil for a term expiring June 30, 1988

Brenetta Howell Barrett for a term expiring June 30, 1988

Edward Gardner for a term expiring June 30, 1988

Daryl Grisham for a term expiring June 30, 1988

James Compton for a term expiring July 30, 1989

Charles Porter for a term expiring July 30, 1989

Jane Ramsey for a term expiring July 30, 1989

Helen Shiller for a term expiring July 30, 1989

I have appointed the following people as members of the Private Industry Council:

Ann Seng for a term expiring June 30, 1987

Susan Dunlap for a term expiring June 30, 1987

Dorris J. Pickens for a term expiring June 30, 1987

Muriel Friedman Tuteur for a term expiring October 1, 1987

Christine Schiever for a term expiring October 1, 1987

Jacqueline L. Bradley for a term expiring October 1, 1987

Gloria J. McMahon for a term expiring October 1, 1987

Mark Walztoni for a term expiring October 1, 1987

Linda Kinsey for a term expiring June 30, 1988

Cora G. Yang for a term expiring July 30, 1989

Gloria Jackson Bacon for a term expiring July 30, 1989

I submit this communication for your information.

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

Referred -- EXECUTION AND DELIVERY OF SECOND SUPPLEMENTAL
TRUST INDENTURE WITH RESPECT TO INDUSTRIAL
REVENUE BONDS ISSUED FOR CONTINENTAL
COMMERCIAL PARTNERS LIMITED
PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 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 execution and delivery of a Second Supplemental Trust Indenture with respect to the industrial revenue bonds issued for the Continental Commercial Partners Ltd. Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL AND EXECUTION OF AMENDED AND RESTATED
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES
LEASE BETWEEN CHICAGO AND BRANIFF,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 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 Aviation, I transmit herewith an ordinance authorizing the approval and execution of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and Braniff, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL AND EXECUTION OF AMENDED AND RESTATED
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES
LEASE BETWEEN CHICAGO AND CONTINENTAL
AIRLINES, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 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 Aviation, I transmit herewith an ordinance authorizing the approval and execution of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and Continental Airlines, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE
BOND FOR PROJECT BY KAYE CONTRACT
PACKAGING CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 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 principal amount of \$1,800,000 for the financing of a project by Kaye Contract Packaging Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION TO ACCEPT MONUMENT
COMMEMORATING FORT DEARBORN FROM
CHICAGO HISTORICAL SOCIETY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Department of Public Works, I am transmitting an ordinance authorizing the City of Chicago to accept from the Chicago Historical Society a monument commemorating Fort Dearborn.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT
BETWEEN CHICAGO AND MALAN CONSTRUCTION
COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 1986.

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

8/28/86

COMMUNICATIONS, ETC.

32673

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the execution of a redevelopment agreement between the City of Chicago and Malan Construction Company for the sale and redevelopment of land in Blighted Commercial Area Fullerton-Grand.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF REDEVELOPMENT PLAN FOR
63RD-CAMPBELL BLIGHTED COMMERCIAL AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 28, 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 herewith an ordinance approving the redevelopment plan for the 63rd-Campbell Blighted Commercial Area.

Also enclosed are certified copies of the resolutions adopted by the Commercial District Development Commission at their meeting on June 17, 1986, authorizing the request to the City Council for approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREA SHOWN ON
MAP 18-H.

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

August 28, 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, I transmit herewith an ordinance amending the Chicago Zoning Ordinance by amending Planned Development No. 203 in the area generally bounded by West 73rd Street, South Hoyne Avenue, West 74th Street and the east line of the right of way of the Pennsylvania R.R.

Enactment of this ordinance by the City Council will facilitate the development of a new school for trainable mentally handicapped children to serve the citizens of the community.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Placed on File -- 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 July 31, 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:

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month August, 1986.

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

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C Form No. EIA-826), for the month May, 1986.

Commonwealth Edison Company's Current Report on Form 8-K for July 2, 1986, as filed with the Securities and Exchange Commission.

Commonwealth Edison Company's Amendment No. 1 on Form 8 dated July 17, 1986, to its Quarterly Report on Form 10-Q for the Quarter ended March 31, 1986, as filed with the Securities and Exchange Commission.

Commonwealth Edison Company's Amendment No. 1 on Form 8 dated July 30, 1986, to its Current Report on Form 8-K, for July 2, 1986, as filed with the Securities and Exchange Commission.

Quarterly Report to Stockholders dated August 1, 1986, as filed with the Securities and Exchange Commission."

Placed on File -- STATE APPROVAL OF ORDINANCES CONCERNING
MOTOR FUEL TAX FUND PROJECTS.

Also, communications from Ralph C. Wehner, District Engineer, under dates of August 4 and 5, 1986, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

May 14, 1986.

Execution of City/State Project Agreement for improvement of street lighting on West 63rd Street between South Calumet and South Stony Island Avenues;

Execution of City/State Project Agreement for improvement of Cicero Avenue combined sewer system between 59th Street and Sanitary and Ship Canal;

Execution of City/State Project Agreement for improvement of Northeast Illinois Regional Commuter Railroad Corporation grade crossings at various locations;

Execution of Agreement between City, Chicago Union Station Company, Burlington Northern Railroad and Amtrak for reconstruction of Roosevelt Road Viaduct;

Funds authorized for New Alley Construction 1986-1, Project Number U-6041-00-PV;

Authority granted for amendment to expenditure of Motor Fuel Tax Funds for new street construction at specified locations.

*Placed on File -- ANNUAL REPORT OF CHICAGO-O'HARE
INTERNATIONAL AIRPORT.*

Also, the annual report of Chicago-O'Hare International Airport submitted by Ronald D. Picur, City Comptroller and audited by Laventhol & Horwath, for the year ended December 31, 1985, which was *Placed on File*.

*Placed on File -- RECOMMENDATIONS BY COMMISSIONER
OF DEPARTMENT OF PLANNING AND ACTING
ZONING ADMINISTRATOR.*

Also, a communication signed by Elizabeth Hollander, Commissioner of Planning, under date of August 5, 1986, showing the recommendations of the Commissioner and Acting Zoning Administrator concerning map amendments for which public hearings were held July 31, 1986, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which was *Placed on File*.

*Placed on File -- APPROVAL BY CHICAGO PLAN COMMISSION
AND DEPARTMENT OF PLANNING OF
CERTAIN PROPOSALS.*

Also, copies of resolutions adopted by the Chicago Plan Commission on August 7, 1986, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Department of Housing, City Real Estate Section.

Disposition of Vacant City-Owned Properties.

Referral Number	Address
86-115-02	956 North Racine Avenue
86-129-02	2331 North Greenview Avenue
86-130-02	2241 West North Avenue
86-131-02	1445 North Artesian Avenue
86-132-02	1922 West Potomac Avenue
86-133-02	2021 West Crystal Street
86-134-02	2906-2910 West Van Buren Street

Referral Number	Address
86-135-02	2916 West Van Buren Street
86-137-02	6614-6616 South Ingleside Avenue
86-139-02	48 Properties for disposition under Phase VI of the Adjacent Neighbors Land Acquisition Program
86-140-02	1445 South St. Louis Avenue
86-141-02	3753-3759 West 15th Street/1501-1503 South Hamlin Avenue
86-142-02	1660-1662 South Christiana Avenue
86-143-02	3919 South Kedzie Avenue
86-146-02	7733 South Fielding Avenue
86-149-02	1226 East 46th Street
86-150-02	1935-1945 East 79th Street/7901 South Euclid Avenue
86-153-02	600-608 East 48th Street/4755-4757 South St. Lawrence Avenue
86-154-02	5651-5653 South Green Street
86-156-02	10708 South Loomis Street
86-157-02	4030-4032 South Michigan Avenue
86-158-02	1700-1708 North Clybourn Avenue
86-159-02	1748-1750 North Clybourn Avenue
86-160-02	2348-2352 West Adams Street
86-180-02	322-324 South Hamlin Avenue/3800-3814 West Gladys Avenue
	400-402 South Hamlin Avenue/3807-3813 West Van Buren Street
	416-422 South Hamlin Avenue/3800-3814 West Congress Parkway

Referral Number	Address
	113-117 North Keeler Avenue
	3821 West Maypole Avenue
	3825 West Maypole Avenue
	4015 West Maypole Avenue
	4025 West Maypole Avenue
	4017 West Maypole Avenue
	4417-4419 West Maypole Avenue
	307-311 West Springfield Avenue/3853-3859 West Jackson Boulevard
	4650-4662 West End Avenue
	<i>Department of Public Works.</i>

Referral Number	Proposal
86-127-06	Damen Avenue Viaduct Rehabilitation, 37th Street to 47th Street
	<i>Department of Urban Renewal.</i>

Referral Number	Proposal
86-151-08	Amendment No. 18 to the Hyde Park-Kenwood Conservation Plan
	<i>Department of Economic Development.</i>

Referral Number	Proposal
86-126-20	Madison-Cicero Redevelopment Plan
	<i>Public Building Commission of Chicago.</i>

Referral Number	Proposal
86-147-21	Acquisition of additional property at 3039-3045 East 92nd Street as addition to South Side Learning Center

Placed on File -- CERTIFICATION AS TO AMOUNT OF ASSESSMENTS
FOR NEW STREET IMPROVEMENT PROGRAM AT
SPECIFIED LOCATIONS.

Also, communications from Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under dates of August 8 and 15, 1986, transmitting certified copies of amounts of assessments for New Street Improvement Program in accordance with Chapter 200.4-4 of the Municipal Code, which were *Placed on File*.

Placed on File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL
SERVICES FOR MONTH OF JULY, 1986.

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

[Voucher payments printed on page 32680
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 July 29, 1986, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on August 22, 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 July 29, 1986, 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 CLERKS OF COOK AND
DU PAGE COUNTIES.

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties, on August 11, 1986, an ordinance passed by the City Council on July 29, 1986:

Authority granted for Levy of Taxes necessary to enable the Community College District No. 508 to pay rent for the new Wright College Project (JC- 7).

PERSONAL SERVICES PAID BY VOUCHER FOR JULY 1986

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	P/H	JULY 1986
Collins, Tracey	1054 E. 100th Pl	Consumer Services	Farmers' Mkt. Asst. Mgr.	100	\$ 4.50	"	\$ 157.50
Cottle, Charles	6034 N. Fairfield	"	"	"	4.50	"	31.50
Epps, Karen	10104 S. Lowe	"	"	"	4.50	"	126.00
Francis, Sherese	5537 N. Glenwood	"	"	"	4.50	"	63.00
Green, Christina	4243 W. Cullerton	"	"	"	4.50	"	81.00
Hannah, Chantel	8227 S. Crandon	"	"	"	4.50	"	36.00
Long, Henry	9733 S. Union	"	"	"	4.50	"	94.50
Martin, Sylvia	13243 S. Riverdale Ave.	"	"	"	4.50	"	189.00
Miceli, Brian	4418 W. Wilson	"	"	"	4.50	"	385.00
Miller, Lloyd	809 E. 101st St.	"	"	"	4.50	"	63.00
Ortiz, Rick	5042 S. Morgan	"	"	"	4.50	"	177.75
Phillips, Jeffery	8240 S. Colfax	"	"	"	6.00	"	387.00
Rawls, Kenneth	3427 S. Prairie	"	"	"	4.50	"	189.00
Smith, Eric	731 E. 101st	"	"	"	4.50	"	94.50
Trevison, Catherine	303 E. Chicago	"	"	"	4.50	"	283.50
Tweedle, Miisha	3001 S. King Dr.	"	"	"	5.00	"	63.00
Wallace, Earl A.	1616 N. Mayfield	"	"	"	246.40	Settlement	350.00
Bailey, Nicholas	3549 S. Hermitage	Fire	Fireman	"	218.95	"	246.40
Carey, Bernard	5816 S. Fairfield	"	"	"	3,741.24	"	218.95
Hill, Barry	12643 S. Lowe	"	"	"	238.00	"	3,741.24
Lynch, Patrick	6041 S. Mayfield	"	"	"	460.00	"	238.00
McCorkle, Robert	11350 S. Calumet	"	"	"	460.00	"	460.00
Murdock, Harry	11818 S. Wallace	"	"	"	460.00	"	460.00
Parks, Elwain	11634 S. Laflin	"	"	"	628.29	"	628.29
Reem, James	6756 N. Octavia	"	"	"	244.30	"	628.29
Sheppard, Donald	4300 W. Ford City	"	"	"	647.20	"	647.20
Silva, Jose	8520 S. Muskegon	"	"	"	215.62	"	215.62
Johnson, Jackie	129 W. 104th	Mayor's Ofc.	Clerk	"	3.75	P/H	577.00
Waits, Felicia	5636 S. Hoyne	"	"	"	15,072.00	P/Y	1,276.22
Brown, Andrew	8925 S. Bishop	Police	Policeman	"	11,086.86	B/P	11,086.86
Marvinella, Fisher							
Stoval	501 E. 32nd. St.	Public Wks	Exec. Sec. I	"	1,666.00	P/M	833.00
Murphy, Betty J.	5461 N. East River Rd	Water	Coord.	200	25,536.00	P/Y	638.43

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

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

Referred -- PRELIMINARY BUDGET ESTIMATES FOR 1987.

A communication from Honorable Harold Washington, Mayor (received in the City Clerk's Office on August 8, 1986) which was, together with the Preliminary Budget Estimates for the Year 1987 transmitted therewith, *Referred to the Committee on Budget.*

*Referred -- ZONING RECLASSIFICATION OF PARTICULAR
AREAS.*

Also, applications (in duplicate) 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:

American National Bank and Trust Company, U/T No. 64051 -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 11-L bounded by

the alley next north of and parallel to West Irving Park Road; North Laramie Avenue; West Irving Park Road and a line 152.31 west of and parallel to North Laramie Avenue;

Bachmann-Weinper Partnership -- to classify as a C1-3 Restricted Commercial District instead of an M2-4 General Manufacturing District the area shown on Map No. 1-F bounded by

a line 159.56 feet south of and parallel to West Ohio Street; the alley next east of and parallel to North Halsted Street; a line 219.56 feet south of and parallel to West Ohio Street; and North Halsted Street;

Fausto and Josephine Calderon -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 6-J bounded by

a line 53 feet north of and parallel to West 28th Street; the alley next east of and parallel to South Pulaski Road; a line 28 feet north of and parallel to West 28th Street; and South Pulaski Road;

Dr. Eung Man Cha -- to classify as Residential-Business Planned Development No. 361, as amended, instead of Residential-Business Planned Development No. 361 the area shown on Map No. 13-I bounded by

a line 123.41 feet north of West Ainslie Street; the alley next east of and parallel to North Kedzie Avenue; the alley next north of and parallel to West Lawrence Avenue; North Troy Street; West Lawrence Avenue; and North Kedzie Avenue;

Communications and Cable of Chicago, Inc. -- to classify as a Communications Planned Development by supplementing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 11-H in the area of

4525 North Ravenswood Avenue;

Patrick F. and Sandra D'Amico -- to classify as an R4 General Residence District instead of an M2-2 General Manufacturing District the area shown on Map No. 1-G bounded by

a line 196 feet north of and parallel to West Hubbard Street; North Racine Avenue; a line 75 feet-2 3/4 inches north of and parallel to West Hubbard Street; and the alley next west of and parallel to North Racine Avenue;

R. Donald Johnson -- to classify as a Business Planned Development instead of Business Planned Development No. 347 the area shown on Map No. 13-P bounded by

West Bryn Mawr Avenue; North Delphia Avenue; West Catalpa Avenue; and North Oakview Avenue;

Liberty Savings -- to classify as a B5-1 General Service District instead of a B4-1 Restricted Service District the area shown on Map No. 13-N bounded by

the alley next south of and parallel to West Foster Avenue; the alley next northwesterly of and parallel to West Foster Place; a line 184.61 feet northeasterly of the intersection of North Harlem Avenue and West Foster Place; West Foster Place; and North Harlem Avenue;

Miglin-Beitler Developments and 326 South Wells Corporation -- to classify as a Central Area Parking Planned Development instead of a B7-7 General Central Business District the area shown on Map No. 2-F bounded by

West Madison Street; South Wells Street; a line 129.50 feet south of and parallel to West Madison Street; a line 92.71 feet west of and parallel to South Wells Street; West Arcade Place; and a line 228.76 feet west of and parallel to South Wells Street;

Miglin-Beitler Developments and 326 South Wells Corporation -- to classify as a Central Area Parking Planned Development instead of a B7-7 General Central Business District the area shown on Map No. 2-F bounded by

West Madison Street; the line 181.49 feet east of and parallel to South Wells Street; the line 199.06 feet south of and parallel to West Madison Street; South Wells Street;

the line 105.58 feet south of and parallel to West Madison Street; and a line 46.57 feet east of and parallel to South Wells Street;

Scott T. Plesniak -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 12-G bounded by

a line 25 feet north of and parallel to West 48th Street; South Ada Street; West 48th Street; and the alley next west of and parallel to South Ada Street;

Prairie Development, Ltd. -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

West Fullerton Avenue; a line 66.21 feet west of and parallel to North Lakewood Avenue (as measured along West Fullerton Avenue), to a point 61.51 feet west of and parallel to North Lakewood Avenue (as measured along West Belden Avenue); West Belden Avenue; the alley next east of and parallel to North Wayne Avenue; a line 120.40 feet south of and parallel to West Fullerton Avenue; and a line 99.97 feet west of and parallel to North Lakewood Avenue (as measured along West Fullerton Avenue);

Prairie/Fullerton Joint Venture -- to classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

West Fullerton Avenue; a line 166.21 feet east of and parallel to North Wayne Avenue; the alley next south of and parallel to West Fullerton Avenue; and North Wayne Avenue;

Richmond Joint Venture by Irwin E. Leiter, attorney -- to classify as Business Planned Development No. 322, as amended, instead of Business Planned Development No. 322 the area shown on Map No. 13-P bounded by

West Catalpa Avenue; North Cumberland Avenue; West Catherine Avenue; and North Chester Avenue;

Sangamon-Monroe Associates -- to classify as a Communications Planned Development by supplementing all the M1-3 Restricted Manufacturing District symbols and indications shown on Map No. 2-G in the area of

112 South Sangamon Street;

Ronald B. Shipka by Bernard Citron, attorney -- to classify as a Residential Planned Development instead of a C1-1 Restricted Commercial District the area shown on Map No. 7-G bounded by

a line 298 feet west of and parallel to the alley next east of the alley next east of and parallel to North Southport Avenue; West Fletcher Street; the alley next east of the alley next east of and parallel to North Southport Avenue; and the alley next south of and parallel to West Fletcher Street;

Stuart Timoner -- to classify as a Commercial Planned Development instead of B1-1 Local Retail, C1-1 Restricted Commercial and M1-1 Restricted Manufacturing Districts the area shown on Map No. 9-K bounded by

West Melrose Street; a line 84.95 feet east of North Keeler Avenue; the alley next south of West Melrose Street; North Keeler Avenue; West Belmont Avenue; a line from a point 100.70 feet west of North Kildare Avenue as measured along the north line of West Belmont Avenue to a point 123 feet west of North Kildare Avenue and 65.90 feet north of West Belmont Avenue; a line 65.90 feet north of West Belmont Avenue; North Kildare Avenue; the alley next north of West Belmont Avenue; and North Keeler Avenue.

Westside Holistic Family Center -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 3-L bounded by

a line 83.19 feet north of and parallel to West Rice Street; the alley next east of and parallel to North Central Avenue; West Rice Street; and North Central Avenue.

Referred -- STATUTORY PROTEST AGAINST PROPOSED ZONING
RECLASSIFICATION OF PROPERTY AT 5632-5638
WEST GUNNISON STREET.

Also, a statutory protest filed in the City Clerk's office on July 30, 1986, by Paul Peterson, who submitted a petition to protest the zoning reclassification of the property at 5632-5638 West Gunnison Street, which was *Referred to the Committee on Zoning*.

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. (7) Homer Sanders, Bruce M. Perich, Angela Eliades, Willie J. Hearn, Archie Williams, Michael Needham and Hugh Stone, American Family Ins. Group and John Schubert, Anderson Derrick, Andrews Rudolph;

Baken Robert, Barge Frances, Battiste Mattie, Bialek Donna, Blake Richard, Bolden Theresa, Borta Cecelia, Brambilla Juan, Brogan Marilyn, Bryant Maurice, Butera Joe;

Calabrese William, Ciano Annette, Cheema Anwar, Christian Charles, Chin Free, Coleman Keith, Collazo Judy, Contract Freighters, Inc., Contreras Maria, Cooper Mayme L., Cooper Rufus;

Davis L. and Lenzy V., Delgado Oscar, Demco Dennis, Depke Irene, DHL Airways, Inc., Dietschak Betty, Diggs Peter, Doherty Eugene, Drobitsch Laverne;

Ed Kimball and Sons, Inc., Elenbogen Janet, Elliott Jimmy, Elliston Mr. and Mrs. R.;

Farmers Ins. and Gary Szymula, Fessett Thomas, Forrest Trenney, Fredericks Darlene, Fung Lasin;

Gaggini Viola, Galati Joseph, Gladstone Barracks, Gray Catherine, Greenleaf Beach Condominium Corp., Grigo Sal;

Hargis John, Harris Barbara, Hartford Ins. Co. and Victor Ciszak, Hartle Annie Mae and Joe, Havlicek Cherisse, Hilbring William, Hirschhorn Daniel, Hughes Sydney, Hunter Yolanda;

Illinois Bell Telephone Co., Ivey Emma;

Jackson Doris, James Files Electric Co., Jerrell Boyd, Johnson James Jr., Johnson Michael, Edwin Jones, Jozwik Emilia;

Karas Adolf, Kazmi Fareed, Kwiatt Kimberly;

Lane Iva, Lara J., Leiker Wies, Lenart Margaret;

Manning Darryl, March A, Mayflower Ins. Co. (2) James Trice and Paulette Jobe, McDonald's Restaurants, Wescer, Inc. No. 5702, Mignagaray Anna, Morrow William, Moses McKinley;

Nelis Katherine, Nutall Elbert;

O'Neal Emanuel;

Pagos Cntl. Food Mart, Parnell Cecil Jr., Peoples Gas Light and Coke Co. (19), Progressive Casualty Ins. Co. and David Rosa;

Randall Willie, Reyes Miguel, Rhoton John, Rivera Juana, Robinson Linda, Rosa Michael, Rosenblat Michael, Rossie Joseph, Rueck Cindy, Ruiz Dagoberto, Ruksakiati Robert;

Saltouros Demetra, Sangster Roderick, Schaefer Gregory, Schoener Johann, Sheng Jen FW, Skotzko Gerald, Sniezak Eva, Southern Refrigerated Transportation Co., Stallworth Anthony, Standard Mutual Ins. Co. and Irene Tuntas, State Farm Ins. Co. (2) James Hood and John Pecoraro, Subotka Joseph, Szlachta Mary;

Taylor Francis, Tenuta Rose M, Thomas Charles, Thompson Edward, Thurston Motor Lines, Inc., Transamerica Ins. Group and L.H. Flaherty, Trumbull John;

Unigard Ins. Co. and Sandra Lopez;

Vestal Lisa;

Walker Honoria, Wallace Rentha, Watkins Ella, Weber Judith, West Willie M., Wiggins Cynthia, Whaley Maxine, Whitfield Julia, Wolkov Ann L., Wroten Deora, Wychocki Edward;

Zatar Ziad, Ziyad Wail.

Referred -- REQUEST FOR AMENDMENT TO CHAPTER 90
OF MUNICIPAL CODE RELATING TO SCENERY
AND DECORATIONS USED IN CERTAIN
BUILDINGS.

Also, a communication from Martin G. Rosenfield of M & R Amusement Companies, requesting the amendment of Chapter 90 of the Municipal Code relating to scenery and decorations used in certain buildings, which was *Referred to the Committee on Buildings*.

Referred -- REQUEST BY CHICAGO TRANSIT AUTHORITY
FOR APPROVAL TO CONSTRUCT AND MAINTAIN
BUS PASSENGER SHELTERS.

Also, a communication and proposed ordinance received in the City Clerk's Office from the Chicago Transit Authority requesting approval by the City Council for the construction and maintenance of 92 bus passenger shelters at various locations, which was *Referred to the Committee on Local Transportation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AUTHORITY GRANTED FOR REPROGRAMMING OF COMMUNITY
DEVELOPMENT BLOCK GRANT SALVAGE FUNDS TO
YEAR XII PROGRAM ENTITLED "THE
INVISIBLE HANDICAP-LEARNING
DISABILITIES".

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

WHEREAS, On July 9, 1986 the City Council adopted the Final Statement of Objectives and Use of Funds for Community Development Block Grant Year XII; and

WHEREAS, The Invisible Handicap Learning Disabilities Program operated by the Tikvah Institute for Childhood Learning Disabilities was not included in the Year XII program; and

WHEREAS, There exists prior years Community Development Block Grant salvage funds available for reprogramming; and

WHEREAS, The aforementioned program has successfully achieved the laudable goal of teaching learning disabled children to read and write; now, therefore,

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

SECTION 1. That \$79,300 be reprogrammed from prior years Community Development Block Grant salvage funds to the Invisible Handicap Learning Disabilities program to be operated under the Department of Human Services, Family and Youth Services Program.

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

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

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

Nays -- None.

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

PROPERTY LOCATED AT 900 WEST 18TH STREET APPROVED
FOR INCENTIVE ABATEMENT UNDER CLASS 6(b)
OF COOK COUNTY REAL PROPERTY
ASSESSMENT CLASSIFICATION
ORDINANCE.

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

WHEREAS, Tool and Engineering Company, a division of Farley Industries, has conducted its business at 900 West 18th Street, Chicago, Illinois; and

WHEREAS, On April 26, 1985, an explosion and fire occurred at the subject plant and completely destroyed the manufacturing portion of this facility; and

WHEREAS, Tool and Engineering Company hopes to rebuild the manufacturing facility on the same location where the plant previously existed, 900 West 18th Street, Chicago, Illinois; and

WHEREAS, The Permanent Index Number of the subject property is as follows:

Permanent Index No.	Address
17-20-404-028-0000	900 West 18th Street Chicago, Illinois

; and

WHEREAS, The property owner, has received from the Office of the Assessor acknowledgement of receipt of a "Pre-eligibility Application" for Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the County Board of Commissioners on October 1, 1984; and

WHEREAS, The new manufacturing facility is expected to occupy an area of approximately 104,000 square feet and will employ approximately 350 people; and

WHEREAS, The use of the subject property will provide significant employment opportunities; and

WHEREAS, The project will generate sufficient new revenue in the forms of additional state and federal income tax; now, therefore,

Be It Resolved, By the City Council of the City of Chicago that the subject property at 900 West 18th Street, Chicago, Illinois, is appropriate for Class 6(b) incentive abatement under the Cook County Real Property Assessment Classification Ordinance.

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, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

AUTHORITY GRANTED FOR TRANSFER OF FUNDS IN
COMMITTEE ON HOUSING.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1986. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1986 payable from such appropriations.

FROM:

Account	Number	Amount
Committee on Housing	100-1246-200	\$1,000

TO:

Account	Number	Amount
Committee on Housing	100-1246-100	\$1,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funds to meet the necessary Committee on Housing obligations for the remainder of the year.

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR RECREATION OF SPECIAL SERVICE
AREA NUMBER SEVEN BY ENLARGEMENT OF BOUNDARIES,
FOR INCREASE OF SERVICE TAX RATE AND FOR
ISSUANCE OF UNLIMITED AD VALOREM
TAX BONDS.

The Committee on Finance submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the recreation of Special Service Area No. 7, enlarging its boundaries, increasing its services tax rate and providing for the issuance of \$1,900,000 unlimited *ad valorem* tax bonds, 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.

Alderman Burke then moved to substitute two proposed ordinances for the said proposed ordinance attached to the foregoing committee report. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the substitute proposed ordinances were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Alderman Burke then requested the record reflect said passed ordinances were transmitted to the Mayor, who affixed his signature to the ordinances at 4:41 P.M.

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

*An Ordinance Recreating Special Service Area Number
Seven, Enlarging Its Boundaries, Increasing Its
Services Tax Rate And Providing For The
Issuance Of \$1,800,000 Unlimited
Ad Valorem Tax Bonds.*

WHEREAS, Pursuant to the provisions of Section 6(1) of Article VII of the Constitution of the State of Illinois and "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-

home rule municipalities and counties," approved September 21, 1973, as amended (the "Act"), the City of Chicago, Cook County, Illinois (the "City") is authorized to create special service areas within the City, to levy taxes in such areas at a rate or amount of tax sufficient to produce revenues required to provide special services to such areas, to issue bonds secured by the full faith and credit of such areas for providing special services to such areas, and to levy taxes against the property included therein to pay the principal and interest on said bonds; and

WHEREAS, The City Council of the City of Chicago by ordinance adopted June 26, 1985, did create Special Service Area Number Seven (the "Area"); and

WHEREAS, Said ordinance provided for the levy by the City of a tax at a maximum rate of 2.5% (the "Services Tax") in said Special Service Area to provide special services in said Special Service Area, including street resurfacing, sewer and water line improvements, and refurbishing of railroad crossings (the "Services") and the borrowing by the City of the principal amount of \$1,800,000 at an interest rate not to exceed 12.5% per annum for a term of not to exceed 20 years; and

WHEREAS, The City has determined it to be necessary, advisable, and in the best interests of the City that the Services Tax rate authorized by the Ordinance be increased from 2.5% to 5%; and

WHEREAS, It is hereby estimated that the cost of providing the Services will be not less than \$1,800,000; and

WHEREAS, It is in the public interest that the issuance of bonds in not to exceed the amount of \$1,800,000 and secured by the full faith and credit of the Area (the "Bonds") be considered for the purposes of paying the cost of providing the Services; and

WHEREAS, The Bonds shall be retired over a period not to exceed twenty (20) years from the issuance thereof and shall bear interest at a rate not to exceed twelve and fifty hundredths percent (12.50%) per annum; and

WHEREAS, The Bonds shall be retired by the levy of a direct annual tax, in addition to the Services Tax, sufficient to pay the interest on the Bonds as the same comes due and to discharge the principal thereof at maturity; and

WHEREAS, Said direct annual tax shall be levied upon all taxable property within the Area for said period of not to exceed twenty (20) years and shall be unlimited as to rate or amount and in addition to all other taxes permitted by law; and

WHEREAS, The City has determined that there is a scrivener's error in the description of the territory included in the Area and it is necessary and advisable to correct the same, which correction shall result in the incidental enlargement of the boundaries of the Area; and

WHEREAS, The City Council of the City of Chicago by ordinance adopted May 14, 1986, did propose said amendments to the creation of Special Service Area Number Seven; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held on June 19, 1986 at which hearing the amendments to said Special Service Area Number Seven were considered and all interested persons affected by said Special Service Area were allowed to file written objections thereto and to be heard orally thereon regarding the increase in the tax rate and the issuance of said bonds and the levy of said taxes and the enlargement of the boundaries of said Special Service Area; and

WHEREAS, After considering the data, as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest and in the interest of the City of Chicago that said Special Service Area, as hereinafter described, be established: that said Area is compact and contiguous; that special services are critical to maintaining and promoting neighborhood revitalization and stability; that it is in the best interest of said Area that the furnishing of the special services proposed be considered for the common interests of said Area; and that said Area will benefit specially from the services proposed to be provided. The proposed special services are unique and in addition to the municipal services provided by and to the City of Chicago as a whole; now, therefore,

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

SECTION 1. A Special Service Area to be known and designated as "City of Chicago Special Service Area Number Seven" is hereby established and shall consist of the territory within the Area described herein and incorporated hereto by Attachment I. An accurate map of said Area is attached hereto and made part hereof by Attachment II.

SECTION 2. City of Chicago Special Service Area Number Seven is established to provide special services to said Area in addition to services provided by and to the City of Chicago generally. Said special services will include street resurfacing, sewer and water line improvements, and refurbishing of railroad crossings. An annual tax (the "Special Service Tax") shall be levied upon the taxable property in the Special Service Area in an amount not to exceed the maximum rate of 5% of the equalized assessed value of the property within the Special Service Area in order to pay for said special services. In addition, bonds secured by the full faith and credit of the Area included in said Special Service Area Number Seven (the "Special Service Bonds") shall be issued in the amount of \$1,800,000. Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear the interest at not to exceed twelve and fifty hundredths percent (12.50%) per annum. Such bonds shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law. Collections of the Special Service Tax and the proceeds of the Special Service Bonds shall be disbursed to the Kedzie Industrial Tract Special Service Commission.

SECTION 3. There is to be established a Kedzie Industrial Tract Special Service Area Commission consisting of six members. The Commissioner of the Department of Economic Development or his/her designee shall be an ex-officio, non-voting member of the Commission. Each Commission member shall be appointed to serve for a term of three years or in the case of a vacancy appointment for the unexpired portion of three years and until a successor shall be appointed and qualified, except that of the five initial Commission members, three members shall be appointed for a term of three years, and two

members shall be appointed for a term of two years. The Mayor, with the approval of the City Council, shall appoint the five initial Commission members from the list of nominees submitted by the Kedzie Industrial Tract Association. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from a list of nominees submitted by the Kedzie Industrial Tract Association. All said appointments of Commission members shall be from among the owners or lessees of property lying within the Special Service Area. The Kedzie Industrial Tract Special Service Area Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than three consecutive one-year terms. The members of the Commission shall serve without compensation.

The Commission shall establish a yearly budget, and shall advise the Mayor and City Council regarding annual taxes to be levied in the Special Service Area, and the expenditure of budgeted funds. The Commission shall establish by-laws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the Special Service Area as are necessary to effectuate its purposes.

SECTION 4. The Special Service Area will exist and the Special Service Tax will be levied to provide for said special services only for a period of twenty years from the effective date of establishment unless the City Council authorizes an additional term for the Special Service Area.

SECTION 5. The effective date of Special Service Area Number Seven shall be 60 calendar days from June 19, 1986 unless 51 percent of owners of record and 51 percent of electors determined as of June 19, 1986 have filed with the City Clerk of the City of Chicago, petitions opposing establishment.

SECTION 6. This ordinance shall become effective by and from the date of passage thereof.

[Attachments I and II transmitted with this ordinance printed
on pages 32694 through 32697 of this Journal.]

*An Ordinance Providing For The Issue Of \$1,800,000 Unlimited
Ad Valorem Tax Bonds Of Special Service Area Number
Seven Of The City Of Chicago, Cook County,
Illinois, And The Levy Of A Direct
Annual Tax Sufficient To Pay
The Principal And Interest
On Said Bonds.*

WHEREAS, The City of Chicago, Cook County, Illinois (the "City"), is authorized to create special service areas within the City, issue bonds secured by the full faith and credit

(Continued on page 32698)

Attachment I

Parcel One:

All that part of the North Half of the Northeast Quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, bounded and described as follows:

Beginning at the point of intersection of the north line of W. 48th Place (a private street, said north line being a line 853 feet south from and parallel with the north line of said north-east quarter) with the west line of S. Kedzie Avenue (said west line being a line 33 feet west from and parallel with the east line of said north-east quarter), and running;

Thence south along said west line of S. Kedzie Avenue a distance of 115 feet to a point of intersection with a line 968 feet south from and parallel with the north line of said north-east quarter;

Thence west along said parallel line a distance of 150 feet to a point of intersection with a line 133 feet west from and parallel with the east line of said north-east quarter;

Thence south along said parallel line a distance of 105 feet to a point of intersection with a line 1,053 feet south from and parallel with the north line of said north-east quarter;

Thence southwestwardly along the arc of a circle having a radius of 230.1 feet and convex southeastwardly to a point 1,203 feet south of the north line and 265 feet west of the east line of said north-east quarter;

Thence southwestwardly along the arc of a circle having a radius of 274.46 feet and convex southeastwardly to the point of intersection with a line 376 feet west from and parallel with the east line of said north-east quarter;

Thence north along said parallel line a distance of 272 feet to a point of intersection with a line 988 feet south from and parallel with the north line of said north-east quarter;

Thence west along said parallel line a distance of 35 feet to a point of intersection with a line 410 feet west from and parallel with the east line of said north-east quarter;

Thence north along said parallel line for a distance of 75 feet to a point of intersection with a line 913 feet south from and parallel with the north line of said north-east quarter:

Thence west along said parallel line for a distance of 95 feet to a point of intersection with a line 505 feet west from and parallel with the east line of said north-east quarter:

Thence north along said parallel line for a distance of 60 feet to a point of intersection with the north line of W. 48th Place:

Thence east along said north line of W. 48th Place a distance of 472 feet to the point of beginning.

Parcel Two:

All that part of the North Half of the Northeast Quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, bounded and described as follows:

Beginning at the point of intersection of the south line of W. 47th Street (said south line being a line 33.00 feet south from and parallel with the north line of said northeast quarter), with a line 513.00 feet west from and parallel with the east line of said northeast quarter, and running:

Thence south along said parallel line a distance of 470.00 feet to a point of intersection with a line 503.00 feet south from and parallel with the north line of said northeast quarter:

Thence east along said parallel line a distance of 8.00 feet to a point of intersection with a line 505.00 feet west from and parallel with the east line of said northeast quarter.

Thence south along said parallel line a distance of 513.96 feet to a point of intersection with a line 1,016.96 feet south from and parallel with the north line of said northeast quarter:

Thence southwestwardly along the arc of a circle having a radius of 259.00 feet and convex southeasterly a distance of 255.23 feet to a point which is 1,233.14 feet south of the north line of said northeast quarter and on a line 620.35 feet west from and parallel with the east line of said northeast quarter:

Thence south along said parallel line to a point of intersection with a line 63.00 feet north from and parallel with the centerline of vacated W. 49th Street:

Thence west along said parallel line a distance of 1,448.97 feet to a point 66.70 feet west of the centerline of vacated S. St. Louis Avenue:

Thence northwestwardly along the arc of a circle having a radius of 664.29 feet and convex southwestwardly to a point on the north line of said Block 9, said point being 75.25 feet east of the west line of Block 8 in Rees' subdivision aforesaid:

Thence west along said north line of Block 9, to an intersection with the east line of the west 33.00 feet of Block 8 in Rees' subdivision aforesaid; and

Thence north along the east line of the west 33.00 feet aforesaid, a distance of 631.77 feet to an intersection with said south line of West 47th Street; and

Thence east along said south line of West 47th Street, a distance of 2,127.47 feet to the point of beginning.

The approximate street location of said territory is as follows:

47th Street on the north; 49th Street on the south; Central Park Avenue on the west; and Kedzie Avenue on the east, in the City of Chicago, Cook County, Illinois.

8/28/86

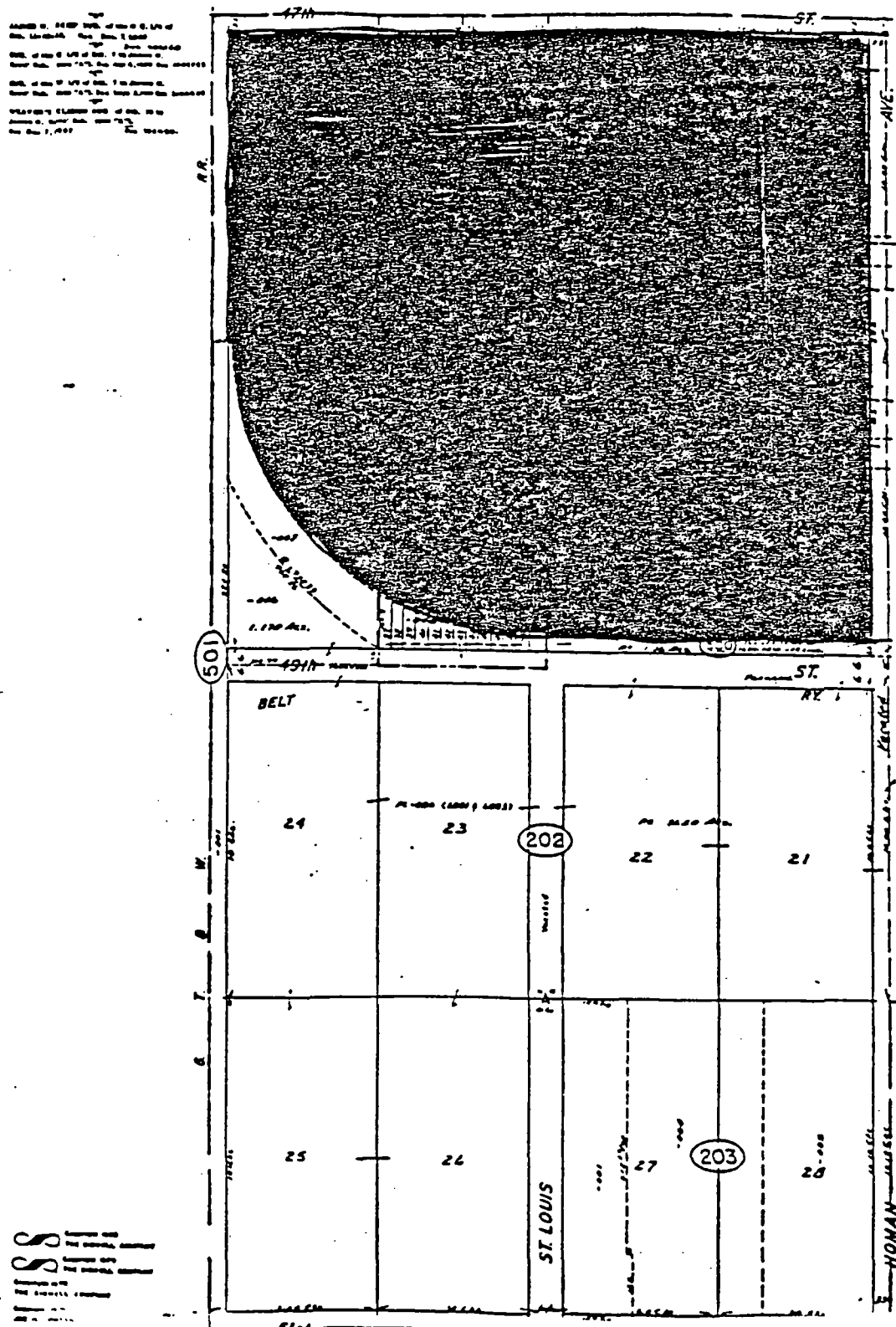
REPORTS OF COMMITTEES

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19-11

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LAKE TWP.



(Continued from page 32693)

of such areas for providing special services to such areas and levy taxes against the property included in such areas to pay the principal and interest on said bonds; and

WHEREAS, Special service areas are established pursuant to Part 6 of Section 7 of Article VII of the 1970 Constitution of the State of Illinois, which provides:

Counties and municipalities which are not home rule units shall have only the powers granted to them by law and the powers . . . (6) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services.

and are established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", approved September 21, 1973, as amended (the "Act"), and pursuant to the provisions of the Revenue Act of 1939 of the State of Illinois, as amended; and

WHEREAS, The City Council of the City (the "City Council") by action adopted on the 29th day of May, 1985, did propose the establishment of Special Service Area Number Seven of the City (the "Area"), the levy of a special service tax at a maximum rate of 2.5% (the "Services Tax") and the borrowing of money in the maximum amount of \$1,800,000 bearing interest at not to exceed 12.50% per annum and maturing within 20 years from the issuance thereof and did call a public hearing thereon for the 17th day of June, 1985 (the "Hearing"); and

WHEREAS, Proper notice was given of the Hearing and at the Hearing held on the 17th day of June, 1985, all interested persons affected by the Area were allowed to file written objections thereto and to be heard orally thereon; and

WHEREAS, The City Council by ordinance adopted on the 26th day of June, 1986, did establish the Area; and

WHEREAS, The City Council by ordinance adopted the 14th day of May, 1986, has heretofore proposed that the boundaries of the Area be enlarged, that the Services Tax rate be increased from 2.5% to 5% and that bonds of the Area (the "Bonds") be issued in not to exceed the amount of \$1,900,000 bearing interest at a rate not to exceed twelve and fifty hundredths percent (12.50%) per annum and maturing within 20 years from the issuance thereof, and did call a public hearing for the 19th day of June, 1986, to consider enlarging the boundaries of the Area, increasing the maximum rate of the Services Tax to be levied in the Area and the issuance of the Bonds; and

WHEREAS, Proper notice was given of said hearing, and all interested persons were given an opportunity to be heard at said hearing regarding the enlargement of the boundaries of the Area, the increase of the Services Tax rate, and the issuance of the Bonds; and

WHEREAS, The City Council by ordinance adopted the 28th day of August, 1986, did authorize the enlargement of the boundaries of the Area, the increase of the maximum Services Tax rate from 2.5% to 5%, and the issuance of the Bonds; and

WHEREAS, The Area is compact and contiguous and is totally within the corporate limits of the City; and

WHEREAS, The Area will benefit specially from the municipal services to be provided (the "Services"), and the Services are unique and in addition to municipal services provided to the City as a whole; and

WHEREAS, No legally sufficient petition has ever been filed objecting to the creation of the Area, the enlargement of the boundaries of the Area, the levy or imposition of a tax, the increase of the Services Tax rate, or the issuance of the Bonds, and the City Council is authorized to issue the Bonds and levy a direct annual tax against all of the taxable property included in the Area sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, The City Council has determined and does hereby determine that it is advisable, necessary, and in the best interest of the City and the Area to provide for special services in the Area, including the construction of street resurfacing, sewer and water line improvements, and refurbishing of railroad crossings in and for the Area (the "Project"), all such construction to be on existing public property or property to be acquired by the City for such purpose; and

WHEREAS, It has theretofore been and it is hereby estimated that the cost of the Project will be not less than \$3,800,000; and

WHEREAS, There are insufficient funds on hand and lawfully available to pay the costs of the Project, and such costs are expected to be defrayed by the proceeds of an Economic Development Administration Grant in the amount of \$2,000,000 for which the City has duly made application, and up to \$1,800,000 proceeds of Bonds; and

WHEREAS, It is in the public interest to issue Bonds in the amount of \$1,800,000 to pay part of the cost of the Project; and

WHEREAS, The proceeds of the Bonds shall be used solely and only for improvements for which the City is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the City; now, therefore,

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

SECTION 1. Incorporation of Preambles. The City Council 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. The City Council hereby finds

further that by and at the proceedings hereinabove described in the preambles to this ordinance, the City is authorized to issue Bonds in the amount of \$1,800,000 payable solely and only from *ad valorem* property taxes levied against all of the taxable property included in the Area for the purpose of paying part of the cost of the Project.

SECTION 2. Bond Details. There be borrowed on the credit of and for and on behalf of the Area the sum of \$1,800,000 for the purpose aforesaid: that the Bonds shall be issued in said amount and shall be designated "Special Service Area Number Seven Unlimited *Ad Valorem* Tax Bonds", the Bonds shall be dated July 1, 1986, and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (without the option of prior redemption) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

<u>Year of Principal Maturity</u>	<u>Rate of Amount (\$)</u>	<u>Interest (%)</u>
1987	55,000	9.375
1988	185,000	9.375
1989	200,000	9.375
1990	220,000	9.375
1991	240,000	9.375
1992	265,000	9.375
1993	290,000	9.375
1994	345,000	9.375

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first days of June and December of each year, commencing on June 1, 1987. Interest on each Bond shall be paid by check or draft of Continental Illinois National Bank and Trust Company of Chicago, in the City of Chicago, Cook County, Illinois as bond registrar and paying agent (the "Bond Registrar"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the Bond Registrar.

The seal of the City shall be affixed to or imprinted on each of the Bonds, and the Bonds shall be signed by the manual or duly authorized facsimile signature of the Mayor of the City and attested by the manual or duly authorized facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 3. Registration of Bonds; Persons Treated as Owners. The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning on the sixteenth (16th) day of the month next preceding any interest payment date on such Bond to and including the day preceding such interest payment date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

SECTION 4. Form of Bond. The Bonds shall be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [10] shall be inserted immediately after paragraph [1]:

(Form of Bond -- Front Side)

REGISTERED

REGISTERED

NO. _____

\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

SPECIAL SERVICE AREA NUMBER SEVEN

UNLIMITED AD VALOREM TAX BOND

See Reverse Side
for Additional
Provisions

Interest
Rate: 9.375%

Maturity
Date: December 1, 19____

Dated
Date: July 1, 1986

(C U S I P
_____)

Registered Owner:

Principal Amount:

[1] Know All Persons By These Presents, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, solely from taxes levied against all of the taxable property in that part of the City known as Special Service Area Number Seven and not otherwise, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year commencing June

1, 1987, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America at the principal office of Continental Illinois National Bank and Trust Company of Chicago, in the City of Chicago, Cook County, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond 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.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax in addition to all other taxes on all of the taxable property in said Special Service Area sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, said City of Chicago, Cook County, Illinois, by its City Council, has caused its corporate seal to be imprinted by facsimile hereon or hereunto affixed, and this Bond to be signed by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)

Mayor

Attest:

(Facsimile Signature)

City Clerk

(SEAL)

Date of Authentication: _____, 19____

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

This Bond is one of the
Bonds described in the within
mentioned ordinance and is one
of the Special Service Area
Number Seven Unlimited Ad
Valorem Tax Bonds of the City
of Chicago, Cook County, Illinois.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO
as Bond Registrar

By (Manual Signature)
Authorized Official

[Form of Bond -- Reverse Side]

City of Chicago

Cook County, Illinois

Special Service Area Number Seven

Unlimited Ad Valorem Tax Bond

[6] This Bond is one of a series of bonds issued by the City for the purpose of paying part of the cost of the Project as defined in the ordinance so authorizing (the "Bond Ordinance"), and of paying incidental expenses, pursuant to and in all respects in compliance with the provisions of Part (6) of Section 7 of Article VII of the 1970 Constitution of the State of Illinois and "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties," approved September 21, 1973, as amended, and in compliance with the Bond Ordinance, which has been duly passed by the City Council of the City, approved by the Mayor of the City, and published, in all respects as by law required.

[7] The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning on the sixteenth (16th) day of the month next preceding any interest payment date on such Bond to and including such interest payment date.

[8] This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges

provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[10] The City and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

For Value Received, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as Attorney, to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

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

SECTION 5. Sales of Bonds. Forthwith after this ordinance has become effective, as provided by law, the Bonds shall be executed as in this ordinance provided and delivered to the City Treasurer and be by him delivered to the purchaser thereof, namely, Gleason & Associates, Oak Brook, Illinois, upon receipt of the purchase price therefor, same to be not less than par plus accrued interest to date of delivery; the contract for the sale of the Bonds heretofore entered into is hereby in all respects ratified, approved and confirmed, it being hereby found and determined that said contract is in the best interest of the City and that no person holding any office of the City, either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bonds.

SECTION 6. Tax Levy. In order to provide the funds required to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there shall be levied upon all the taxable property within the Area a direct annual tax for each of the years while the Bonds or any of them are outstanding in amounts sufficient for that purpose, and that there be and there is levied upon all of the said taxable property in the Area in addition to all other taxes the following direct annual tax, to-wit (the "Pledged Taxes"):

<i>For the Year</i>	<i>A Tax Sufficient to Produce the Sum of:</i>	
1986	\$375,859.38	For interest and principal up to and including June 1, 1988
1987	339,921.88	for interest and principal
1988	336,875.00	for interest and principal
1989	337,187.50	for interest and principal
1990	335,625.00	for interest and principal
1991	336,953.12	for interest and principal
1992	335,937.50	for interest and principal
1993	361,171.88	for interest and principal

In the event that collections of the Pledged Taxes in any year are timely but are insufficient to pay principal of and interest on the Bonds, the City further covenants, to the extent permitted by law, to adopt such additional, supplementary or amendatory proceedings as may be necessary to add the amount of any such insufficiency to the levy made herein for the year subsequent, it being the express intention of the City to levy and to collect the Pledged Taxes timely to pay such principal and interest.

The City covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy, and that the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

SECTION 7. Filing of Ordinance. Forthwith as soon as this ordinance becomes effective, the City Clerk be and is hereby directed to file a copy of said ordinance with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk annually in and for each of the years 1986 to 1993, inclusive, to ascertain the rate percent required to produce the aggregate tax hereinbefore levied, and extend the same for collection on the tax books against all of the taxable property within the Area in addition to other taxes levied in each of said years in the Area in order to raise the respective amounts levied aforesaid, and in each of said years such annual tax shall be computed, extended and

collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "City of Chicago Special Service Area Number Seven Bond and Interest Fund of 1986" (the "Bond Fund"), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

SECTION 8. Creation of Funds and Appropriations. From the amounts received upon sale of the Bonds, all principal proceeds shall be deposited into the "Special Service Area Number Seven Project Fund" (the "Project Fund"), hereby created; and disbursements shall be made from the Project Fund only for the purposes for which the Bonds are being issued and for which the principal proceeds are hereby appropriated. The City hereby expressly covenants and agrees that disbursements from the proceeds of the Bonds deposited into the Project Fund shall be made first to pay costs of issuance of the Bonds and thereafter shall be made only subsequent to the expenditure by the City in full of the proceeds of that certain grant in the aggregate amount of \$2,000,000 for which the City has made application to the Economic Development Administration in connection with the Project.

Accrued interest and premium, if any, on the Bonds shall be and are hereby appropriated for the purpose of paying first interest due on the Bonds and, to that end, are hereby ordered deposited into the Bond Fund, which fund shall be the fund for the payment of principal of and interest on the Bonds. Taxes received for the payment of the Bonds shall be deposited into the Bond Fund and used solely and only for paying the Bonds.

SECTION 9. Non-Arbitrage. The City represents and certifies as follows with respect to the Bonds:

(a) The City has heretofore incurred, or within six months after delivery of the Bonds expects to incur, substantial binding obligations with respect to the Project to be paid for with money received from the sale of the Bonds, said binding obligations comprising binding contracts for work on the Project in not less than the amount of \$100,000.

(b) All of the proceeds of the Bonds and investment earnings thereon will be expended on or before July 1, 1989, for the purpose of paying the costs of the Project.

(c) Work on the Project is expected to proceed with due diligence to completion.

(d) No acquisition or improvement made as a part of the Project has been or is expected to be sold or otherwise disposed of in whole or in material part prior to the last maturity of the Bonds. "Material part" means (i) land, or (ii) any improvement, or (iii) personal property or fixtures in excess of that which is expected to be sold, traded in or discarded upon wearing out or becoming obsolete.

(e) The City will receive par plus accrued interest from the sale of the Bonds. Accrued interest on the Bonds is to be deposited into the Bond Fund and used to pay first interest coming due on the Bonds.

(f) Except for the Bond Fund, the City has not created or established and will not create or establish any sinking fund, reserve fund or any other similar fund to provide for the payment of the Bonds.

(g) The foregoing statements of expectation are based upon the following facts and estimates:

(1) Amounts shown as received will be received pursuant to contract of sale.

(2) Amounts paid or to be paid into various funds and accounts have been directed to be paid into said funds and accounts by authority hereof or are expected to be so directed to be paid by further proceedings.

(3) The anticipated dates of the obligation of and expenditure of money in the Project Fund derived from the sale of Bonds and the amount to be spent on or before such dates is based upon consultation with the engineers charged with responsible supervision of the Project.

(i) If at any time after the third anniversary of the date of issuance of the Bonds, the amount of money in the Project Fund exceeds \$270,000, the amount of money then in the Project Fund in excess of said sum of \$270,000 shall not be invested at a yield "materially higher" (as defined in the Treasury Regulations hereinafter cited) than the yield on the Bonds unless the City Council receives an opinion from an attorney or a firm of attorneys of nationally recognized standing in matters pertaining to tax-exempt bonds to the effect that investment of such moneys at a yield materially higher than the yield on the Bonds will not result in the inclusion of interest on the Bonds in gross income for federal income tax purposes.

(j) In valuing the moneys on deposit in the Project Fund at any time for the purposes of complying with the foregoing paragraph, investments will be taken into account at purchase price with the following exception: if an investment is purchased at a discount or results in interest payments for any annual period in excess of interest payments for any preceding annual period (reflecting the annual reinvestment of accrued interest as principal), the amount of such discount or excess interest (not discounted to present value) shall be added to the purchase price ratably each year over the term of the investment. The yield on investments shall be calculated on the basis of the actual payments received from and the price paid for such investments.

(k) To the best of the knowledge and belief of the City Council, there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this Section, and the expectations set out in this Section are reasonable.

(l) The City has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may not certify bond issues under Treas. Reg. §1.103-13 (a) (2) (ii) (1979).

The City Council also certifies and further covenants with the Purchasers and holders of the Bonds from time to time outstanding, that so long as any of the Bonds remain outstanding, moneys on deposit in any funds or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, and any lawful regulations promulgated or proposed thereunder, including Treas. Reg. Sections 1.103-13, 1.103-14 and 1.103-15, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The City Council reserves the right, however, to make any investment of such moneys permitted by Illinois law if, when and to the extent that said Section 103(c) or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Bonds subject to federal income taxation.

SECTION 10. Registered Form. The City recognizes that Section 103(j) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

SECTION 11. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transfer or Bondholder.

SECTION 12. Duties of Bond Registrar. The duties of the City Treasurer as Bond Registrar shall include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

SECTION 13. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed.

SECTION 14. Publication. This ordinance shall be published by the City Clerk in pamphlet form, by preparing at least 100 copies thereof, 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. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR ISSUANCE OF GENERAL OBLIGATION
REFUNDING BONDS, SERIES 1986, FOR REFUNDING
OF CERTAIN OUTSTANDING SERIES 1985
REFUNDING BONDS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of General Obligation Refunding Bonds, Series 1986, not to exceed \$250,000,000.00, for the purpose of refunding certain outstanding Series 1985 Refunding Bonds.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

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

Alderman Burke then requested the record reflect said passed ordinance was transmitted to the Mayor, who affixed his signature to the ordinance at 4:40 P.M.

The following is said ordinance as passed:

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, In October, 1985, the City issued its \$217,230,000 General Obligation Bonds, Refunding Series of 1985 (the "Series 1985 Bonds"), all of which are currently outstanding and are binding and subsisting legal obligations of the City; and

WHEREAS, It is deemed to be necessary, essential and for the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to refund certain of the Series 1985 Bonds (the "Refunded Bonds"); and

WHEREAS, The cost of refunding the Refunded Bonds is estimated to be not more than \$250,000,000, and the City expects to pay such cost by borrowing such money and issuing its bonds in evidence thereof; and

WHEREAS, The City has determined that it is advisable and necessary at this time to borrow the sum necessary for the purpose of refunding such Refunded Bonds and paying the expenses of issuing the Bonds herein authorized, and in evidence thereof to issue its General Obligation Bonds, Refunding Series of 1986 (the "Refunding Bonds"), such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore,

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

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

SECTION 2. There shall be borrowed on the credit of and for and on behalf of the City the sum of not to exceed \$250,000,000 for the refunding purposes aforesaid; that Refunding Bonds of the City shall be issued in said amount, or such lesser amount, as may be determined by the City Comptroller. The Refunding Bonds shall be dated September 1, 1986, or such other date as shall be agreed upon between the City Comptroller and the purchasers of the Refunding Bonds, shall be in fully registered form, shall be in denominations of \$5,000 each and any integral multiple thereof (but no single Refunding Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Refunding Bonds shall become due and payable on or before January 1, 2013, and the principal amount of the Refunding Bonds payable, whether at maturity or by virtue of mandatory redemption, on any January 1, (after taking into account prior required mandatory redemptions of such Refunding Bonds) and the interest to accrue thereon shall not exceed the applicable amounts levied therefor herein and shall bear interest at a rate or rates not to exceed 11% per annum.

Each Refunding Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Refunding Bond is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first days of January and July of each year, commencing on or before July 1, 1987, as determined by the City Comptroller at the time of the sale of the Refunding Bonds. Interest on each Refunding Bond shall be paid to the person in whose name such Refunding Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date, by check or draft of the bank or trust company designated by the Comptroller, or its successor as bond registrar and paying agent (the "Bond Registrar"), or, at the option of any owner of \$1,000,000 or more in aggregate principal amount of Refunding Bonds, by wire transfer of immediately available funds to such bank in the continental United States as the registered owner of such Refunding Bonds shall request in writing to the Bond Registrar.

The principal of the Refunding Bonds and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of the Bond Registrar.

The facsimile of the seal of the City shall be affixed to each of the Refunding Bonds, and the Refunding Bonds shall be executed by the facsimile signatures of the Mayor and the City Comptroller and attested by the facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Refunding Bond shall cease to be such officer before the delivery of such Refunding Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Refunding Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Refunding Bond shall be valid or obligatory for any purpose or be entitled to any security of benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Refunding Bond shall be conclusive evidence that such Refunding Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Refunding Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Refunding Bonds issued hereunder.

SECTION 3. (a) Registration and Transfer. The City shall cause books (the "Bond Register") for the registration and for the transfer of the Refunding Bonds as provided in this ordinance to be kept at the principal corporate trust office of the Bond Registrar, as the registrar for the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Refunding Bond blanks executed by the City for use in the transfer and exchange of Refunding Bonds.

Upon surrender for transfer of any Refunding Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Refunding Bond or Refunding Bonds of the same interest rate and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Refunding Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Refunding Bond or Bonds of the same interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Refunding Bond shall constitute full and due authorization of such Refunding Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Refunding Bond; provided, however, the principal amount of outstanding Refunding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Refunding Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Refunding Bond (A) during the period beginning at the close of business on the fifteenth day of the calendar month next preceding any interest payment date on such Refunding Bond and ending on such interest payment date, (B) after notice calling such Refunding Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Refunding Bond.

The person in whose name any Refunding Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, redemption premium, if any, or interest on any Refunding Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bond to the extent of the sum or sums so paid. In the event any of the Refunding Bonds are registered in the name of a securities depository which uses a book entry system, the standing of the registered owner to enforce any of the covenants herein may be established through the books and records of such securities depository of a participant therein.

No service charge shall be made for any transfer or exchange of Refunding Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Refunding Bonds except that no such payment may be required in the case of the issuance of a Refunding Bond or Bonds for the unredeemed portion of a Refunding Bond surrendered for redemption.

(b) Book-Entry Only System. If so determined and directed by the City Comptroller, the Refunding Bonds shall be initially issued in the form of a separate single fully registered Refunding Bond for each of the maturities of the Refunding Bonds determined by the City Comptroller as provided in Section 2 hereof. Upon initial issuance, the ownership of each such Refunding Bond shall be registered in the Bond Register in the name of Kray & Co., or any successor thereto ("Kray"), as nominee of Midwest Securities Trust Company, Chicago, Illinois, and its successors and assigns ("Midwest"). In the event that the City Comptroller determines to use the book-entry system of Midwest as provided in this Section 3(b), all of the outstanding Refunding Bonds shall be registered in the Bond Register in the name of Kray, as nominee of Midwest, except as hereinafter provided. The City Comptroller is hereby authorized to determine whether or not the book-entry services of Midwest will be used and if used, the City Comptroller is authorized to execute and deliver on behalf of the City such letters to or agreements with Midwest and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter").

With respect to Refunding Bonds registered in the Bond Register in the name of Kray, as nominee of Midwest, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which Midwest holds Refunding Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Midwest Participant") or to any person on behalf of whom such a Midwest Participant holds an interest in the Refunding Bonds. Without limiting the immediately preceding sentence, the City and the

Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of Midwest, Kray or any Midwest Participant with respect to any ownership interest in the Refunding Bonds, (ii) the delivery to any Midwest Participant or any other person, other than a registered owner of a Refunding Bond as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption, or (iii) the payment to any Midwest Participant or any other person, other than a registered owner of a Refunding Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Refunding Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Refunding Bond is registered in the Bond Register as the holder and absolute owner of such Refunding Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective registered owners of the Refunding Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Refunding Bond as shown in the Bond Register, shall receive a Refunding Bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest with respect to any Refunding Bond. Upon delivery by Midwest to the Bond Registrar of written notice to the effect that Midwest has determined to substitute a new nominee in place of Kray, and subject to the provisions in Section 2 hereof with respect to the payment of interest by the mailing of checks or drafts or by wire transfer to the registered owners of Refunding Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Kray" in this Ordinance shall refer to such new nominee of Midwest.

In the event that (i) the City Comptroller determines that Midwest is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and Midwest evidenced by the Representation Letter shall be terminated for any reason or (iii) the City Comptroller determines that it is in the best interests of the beneficial owners of the Refunding Bonds that they be able to obtain certificated Refunding Bonds, the City shall notify Midwest and Midwest Participants of the availability through Midwest of Refunding Bond certificates and the Refunding Bonds shall no longer be restricted to being registered in the Bond Register in the name of Kray, as nominee of Midwest. At that time, the City Comptroller may determine that the Refunding Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City Comptroller, or such depository's agent or designee, and if the City Comptroller does not select such alternate universal book-entry system, then the Refunding Bonds may be registered in whatever name or names registered owners of Refunding Bonds transferring or exchanging Refunding Bonds shall designate, in accordance with the provisions of Section 3(a) hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Refunding Bond is registered in the name of Kray, as nominee of Midwest, all payments with respect to principal of, premium, if any, and interest on such Refunding Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

(c) Refunding Bonds Lost, Destroyed, etc. If any Refunding Bond, 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 Bond Registrar may authenticate a new Refunding Bond of like date, denomination and principal amount and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Refunding Bond, such mutilated Bond shall first be surrendered to the Bond Registrar and (b) in the case of any lost Refunding Bond or Bond destroyed in whole, there shall be first furnished to the Bond Registrar evidence of such loss or destruction, together with indemnification of the City and the Bond Registrar, satisfactory to such Bond Registrar. In the event any lost, destroyed or improperly cancelled Refunding Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Refunding Bond, the Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to the Bond Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Refunding Bond, the Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) Redemption. The Refunding Bonds are redeemable prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of such Bonds being herein redeemed not to exceed 103%, plus accrued interest to the date of redemption) as determined by the City Comptroller at the time of the sale of the Refunding Bonds. If less than all of the outstanding Refunding Bonds are to be optionally redeemed, the Refunding Bonds to be called from such maturities may be determined by the City and if less than all of a single maturity is so deemed then by lot within a maturity in the manner hereinafter provided. Certain of the Refunding Bonds may be made subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, as determined by the City Comptroller at the time of the sale of the Refunding Bonds.

The Refunding Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. In the event of the redemption of less than all the Refunding Bonds of like maturity the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the Bond Registrar shall assign to each Refunding Bond of such maturity a distinctive number for each \$5,000 principal amount of such Refunding Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Refunding Bonds to be redeemed shall be Refunding Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Refunding Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. The City shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount of Refunding Bonds to be

redeemed. For purposes of any redemption of less than all of the outstanding Refunding Bonds of a single maturity, the particular Refunding Bonds or portions of Refunding Bonds to be redeemed shall be selected not more than sixty (60) days prior to the redemption date by the Bond Registrar.

The Bond Registrar shall promptly notify the City in writing of the Refunding Bonds, or portions thereof, selected for redemption and, in the case of any Refunding Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 4. Unless waived by any holder of Refunding Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by registered or certified mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Refunding Bond or Bonds to be redeemed at the address shown on the Bond Register or at any such other address as is furnished in writing by such registered owner to the Bond Registrar, but the failure to mail any such notice or any defect therein as to any Refunding Bond shall not affect the validity of the proceedings for the redemption of any other Bond.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Refunding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Refunding Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Refunding Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Refunding Bonds or portions of Refunding Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Refunding Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Refunding Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Refunding Bonds for redemption in accordance with said notice, such Refunding Bonds shall be paid by the Bond Registrar at the Redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial

redemption of any Refunding Bond, there shall be prepared for the registered holder a new Refunding Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal.

If any Refunding Bond, or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Refunding Bond, or portion thereof, so called for redemption. All Refunding Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

SECTION 5. The Refunding Bonds shall be prepared in substantially the following form with such insertions and revisions as shall be necessary: provided, however, that if the text of the Refunding Bond is to be printed in its entirety on the front side of the such Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [13] shall be inserted immediately after paragraph [1] and paragraphs [3] through [5] shall be inserted immediately after paragraph [13]:

(Form of Bond - Front Side)

REGISTERED
NO. _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

GENERAL OBLIGATION BOND,

REFUNDING SERIES OF 1986

See Reverse Side
for Additional
Provisions

Interest Maturity Dated
Rate: _____% Date: January 1, Date: _____ CUSIP __

Registered Owner:

Principal Amount:

[1] The City of Chicago, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate

per annum set forth above on January 1 and July 1 of each year commencing _____, 1987, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, if payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of _____, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by wire transfer of immediately available funds to such bank in the continental United States as the Registered Owner hereof shall request in writing to the Bond Registrar.

The Bond Registrar shall not be required to transfer or exchange any Bond (A) during the period beginning at the close of business on the fifteenth day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, (B) after notice calling such Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bond.

[2] Reference is hereby made to the further provisions of this Bond 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.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, said City of Chicago, Illinois, by its City Council, has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signatures of the 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

Attest:

(Facsimile Signature)City Clerk
City of Chicago(Facsimile Signature)City Comptroller
City of Chicago

Date of Authentication: _____

CERTIFICATION OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds, Refunding Series of 1986, of the City of Chicago, Illinois.

By (Manual Signature)

Authorized Officer

[Form of Bond - Reverse Side]

City of Chicago, Illinois

General Obligation Bond,

Refunding Series of 1986

[6] For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of said City of Chicago are hereby irrevocably pledged.

[7] This Bond is one of a Series of Bonds aggregating the principal amount of \$ _____ issued pursuant to the constitutional home rule powers of the City for the purpose of providing funds for paying the interest on and the redemption price of the City's General Obligation Bonds, Refunding Series of 1985 heretofore issued and now outstanding and paying expenses incidental to the issuance of the Bonds and was authorized by an ordinance adopted by the City Council on _____, 1986 (the "Bond Ordinance").

[8] The Bonds maturing on or after January 1, 19____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after July 1, 19____, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Dates of Redemption

Redemption Price

[9] The Bonds maturing on January 1, _____, are subject to mandatory redemption prior to maturity on January 1 of the years _____ to _____, inclusive, and the Bonds maturing on January 1, _____, are subject to mandatory redemption prior to maturity on January 1 of the years _____ to _____, inclusive, in each case at par and accrued interest to the date fixed for redemption.

In the event of the redemption of less than all the Bonds of like maturity the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$56,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected: provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

[10] Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[11] This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[12] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[13] The City and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint
attorney to transfer the said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated:

Signature guaranteed: _____

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

SECTION 6. Each Refunding Bond shall be a direct and general obligation of the City
for the payment of which (as to principal, interest and redemption premium, if any) the
City pledges its full faith and credit. Each Refunding Bond shall be payable (as to
principal, interest and redemption premium, if any) from any moneys, revenues, receipts,
income, assets or funds of the City legally available for such purpose, including but not
limited to the proceeds of the Pledged Taxes (as defined in Section 7 hereof).

SECTION 7. For the purpose of providing the funds required to pay the principal of and
interest on the Refunding Bonds promptly as the same become due, 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	\$22,741,322.50 for interest and principal up to January 1, 1988
1987	\$22,744,272.50 for interest and principal
1988	\$22,742,472.50 for interest and principal
1989	\$22,743,582.50 for interest and principal
1990	\$22,744,562.50 for interest and principal
1991	\$22,742,147.50 for interest and principal
1992	\$22,741,497.50 for interest and principal
1993	\$22,746,035.00 for interest and principal

For the Year A Tax Sufficient to Produce the Sum of:

1994	\$22,741,935.00 for interest and principal
1995	\$22,746,070.00 for interest and principal
1996	\$22,743,460.00 for interest and principal
1997	\$22,742,075.00 for interest and principal
1998	\$22,746,575.00 for interest and principal
1999	\$22,746,250.00 for interest and principal
2000	\$22,745,425.00 for interest and principal
2001	\$22,744,012.50 for interest and principal
2002	\$22,741,462.50 for interest and principal
2003	\$22,741,762.50 for interest and principal
2004	\$22,742,975.00 for interest and principal
2005	\$22,742,700.00 for interest and principal
2006	\$22,743,075.00 for interest and principal
2007	\$22,744,812.50 for interest and principal
2008	\$22,744,356.25 for interest and principal
2009	\$22,743,181.25 for interest and principal
2010	\$22,742,462.50 for interest and principal
2011	\$18,991,893.75 for interest and principal

The term "Pledged Taxes" shall mean the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Refunding Bonds, and shall include a sum deposited with the Escrow Agent by the Comptroller for the purpose of paying principal of and interest on the Refunding Bonds, which, together with the accrued interest received, will be deposited in the Escrow Account, if established pursuant to Section 9 hereof.

SECTION 8. The City shall appropriate amounts sufficient to pay principal of and interest on the Refunding Bonds for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a

continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 9. The City Comptroller is authorized to establish a special account, if determined to be necessary in connection with the sale of such Refunding Bonds, separate and segregated from all other funds and accounts of the City, (the "Refunding Bonds Escrow Account"), which said Escrow Account is to be maintained with a bank or trust company to be designated by the Comptroller pursuant to an escrow agreement (the "Escrow Agreement") between the City and the Escrow Agent, and the Mayor, the Treasurer, the City Comptroller and the City Clerk, or any of them, are hereby authorized to execute and deliver the Refunding Bonds Escrow Agreement in such form as the officers so executing may deem appropriate in accordance with the provisions of this Ordinance.

In lieu of the proceeds of such taxes being deposited with the City Treasurer, such Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties to deposit the proceeds of such taxes directly into the Escrow Account, if such Account has been created.

SECTION 10. In the event that proceeds of the taxes levied pursuant to Section 7 hereof are not available in time to make any payments of principal of or interest on the Refunding Bonds when due, then the fiscal officers of the City are hereby directed to make such payments in accordance with the Escrow Agreement, if any, from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such taxes and when the proceeds of the taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Refunding Bonds as the same become due.

SECTION 11. 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 Du Page 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 2011, to extend the taxes levied pursuant to Section 7 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 Refunding Bonds Escrow Agent, if any, the Bond Registrar, and if the County Collectors of Cook and Du Page Counties are authorized to deposit the proceeds of the taxes levied pursuant to Section 7 hereof directly with the Refunding Bonds Escrow Agent pursuant to Section 9 hereof, with such County Collectors.

SECTION 12. The City Comptroller is hereby authorized to sell all or any portion of the Refunding Bonds, with the concurrence of the Chairman of the Committee on Finance of the City Council, on such terms as he may deem to be in the best interests of the City; provided that the principal amount of and the interest on the Refunding Bonds of each maturity (after taking into account mandatory redemptions) shall not exceed the amount levied therefor as specified in Section 7 hereof. Subsequent to such sale, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth the name of the purchaser or purchasers of the Refunding Bonds,

the terms of the sale, the date of the Refunding Bonds, the principal amount of Refunding Bonds maturing and mandatorily redeemable in each year, the interest rate or rates on the Refunding Bonds and the name of the Bond Registrar designated for the Refunding Bonds, and thereafter the Refunding Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

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

In connection with the sale of the Refunding Bonds, the City Comptroller is hereby authorized to obtain a policy of bond insurance from such recognized bond insurer as the City Comptroller shall determine, if said Comptroller determines such bond insurance to be desirable in connection with the sale of the Refunding Bonds.

In the event that the Refunding Bonds are sold (after taking into account mandatory redemptions) so as to require the levy of taxes in any year less than the amount specified therefor in Section 7 hereof, then the City Comptroller shall include in the notification of sale referred to above further information to indicate the amount of reduction in the amount levied in Section 7 hereof resulting from such sale with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, the City Comptroller shall file in the respective offices of the County Clerks certificates of tax abatement. Such certificates shall refer to the amount of taxes levied pursuant to Section 7 hereof, shall indicate the amount of reduction in the amount of taxes levied by the City resulting from the sale of the Refunding Bonds, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

The preparation, use and distribution of a preliminary official statement and an official statement relating to the sale and issuance of the Refunding Bonds are hereby approved.

The Mayor and City Comptroller are hereby authorized to execute and deliver an official statement on behalf of the City.

The Refunding Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the City Treasurer for delivery to the purchasers in accordance with the terms of sale.

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

- (a) From the sale proceeds, a sum sufficient to pay the Refunded Bonds at or prior to their respective maturities, at a price of par, the applicable redemption premiums, if any, and accrued interest on such Refunded Bonds to be redeemed up to and including said redemption date shall be deposited into a "Series 1985 Refunded Bonds Trust Fund" and held by a bank or trust company to be designated by the Comptroller pursuant to the terms of an Escrow Agreement (the "Series 1985 Refunded Bonds Escrow Agreement"), and the Mayor, the Treasurer, the City Comptroller and the City Clerk, or any of them, are hereby authorized to execute

and deliver the Series 1985 Refunded Bonds Escrow Agreement in such form as the officers so executing shall deem appropriate to effect the refunding described in this paragraph.

- (b) From the sale proceeds, the sum representing the accrued interest received shall be used to pay the first interest becoming due on the Refunding Bonds, and to that end, shall be deposited in the Refunding Series of 1986 Escrow Account, if established.
- (c) From the sale proceeds, the amount deemed necessary by the City Comptroller shall be applied to the payment of the costs of issuance, including the premium for bond insurance, if any and any unexpended portion of the sale proceeds shall be paid to the City.

Pending the preparation and execution of the definitive Refunding Bonds, as herein provided, a temporary Refunding Bond, or Bonds, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Refunding Bond or Bonds shall be in the same form and tenor as herein provided, except that it may be a single Refunding Bond in the principal amount of the Refunding Bonds sold to the purchasers, or a number of Refunding Bonds aggregating such principal sum, beginning with the number T-1, and shall be executed by the facsimile signatures of the Mayor and the City Comptroller, and attested by the facsimile signature of the City Clerk or Deputy City Clerk and authenticated by the Bond Registrar by manual signature. The Refunding Bond or Bonds shall be exchanged for the definitive Refunding Bonds as soon as may be on the basis of par for par.

SECTION 13. The City Comptroller is hereby directed to prepare and file with the County Clerks of the County of Cook, Illinois, and the County of Du Page, Illinois, a certificate of reduction of taxes heretofore levied for the payment of the Refunded Bonds and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

SECTION 14. The City covenants that it will take no action in the investment of the proceeds of the Refunding Bonds which would result in making the interest payable on any of the Refunding Bonds subject to federal income taxes by reason of the Refunding Bonds being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.

SECTION 15. This Ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance, and the Refunding Bonds.

SECTION 16. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Refunding Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance and any instrument, certificate or document required thereby. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the

name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 17. If requested by the Bond Registrar, the Mayor, City Comptroller and City Clerk are authorized to execute the standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties thereof.

SECTION 18. If payment or provision for payment is made, to or for the holders and owners of the Refunding Bonds, of the principal of and the interest due and to become due thereon at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Bond Registrar, or the Escrow Agent as provided in Section 9 hereof, all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void except for purposes of registration, transfer and exchange of Bonds and any such payment from such moneys or obligations. Any Refunding Bond shall be deemed to be paid within the meaning of this Section when payment of the principal of such Refunding Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar, or the Escrow Agent as provided in Section 9 hereof, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; or (C) instruments evidencing an ownership interest in obligations described in the preceding clauses (A) and (B), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as a Refunding Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purposes of registration, transfer and exchange of Refunding Bonds and any such payment from such moneys or obligations.

No such deposit under this Section shall be made or accepted hereunder and no use made of any such deposit unless the Bond Registrar, or the Escrow Agent, as the case may be, shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of the Refunding Bonds to be treated as arbitrage bonds within the meaning of Section 103(c) of the Code or any successor provision thereto.

SECTION 19. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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

AUTHORITY GRANTED FOR AMENDMENT TO 1985 GENERAL
OBLIGATION BOND ORDINANCE CONCERNING NEW
STREET CONSTRUCTION IN 10TH WARD.

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

WHEREAS, The City Council of the City of Chicago by ordinance adopted on August 20, 1985, authorized the issuance and sale of General Obligation Bonds, Series 1985, for the purpose of funding certain projects, as specified in said ordinance; and

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1986 (C.J.P. 31794-31795) amending said ordinance and requiring that the Budget Director may revise a project, project location or project scope with the prior approval of the City Council; now, therefore,

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

SECTION 1. The ordinance authorizing the issuance of General Obligation Bonds, Series 1985, and for the levy and collection of direct annual taxes to pay principal and interest thereon, passed by the City Council on August 20, 1985 (C.J.P. 19568 *et seq.*) is hereby amended by deleting the following New Street Construction projects to be performed in the 10th Ward as published at page 19587 of the Journal of Proceedings of the City Council of said date:

108th Street, Ewing to State Line Road

130th Street, Saginaw to Baltimore

East 109th Street, Ewing to Avenue O

And adding the following:

Chappel Avenue, 94th Street to 93rd Street

Merrill Avenue, 94th Street to 93rd Street

Bensley, 103rd Street to 102nd Street

Hoxie Avenue, 103rd Street to 102nd Street

Hoxie Avenue, 101st to 97th Street

97th Place, from 358 feet West of Hoxie Avenue to Hoxie Avenue

E. 109th Street, S. Avenue O to S. Avenue N

E. 109th Street, S. Avenue N to S. Avenue M

E. 109th Street, S. Avenue M to the east line of the first alley east of Avenue M

E. 116th Street, Avenue H to Avenue G

S. Avenue N, 114th Street to 113th Street

S. Avenue N, 111th Street to 110th Street

S. Avenue N, 110th Street to 109th Street

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR ISSUANCE OF WASTEWATER
SYSTEM REVENUE BONDS, SERIES 1986, FOR
REFUNDING OF SEWER FUNDS'
OUTSTANDING 1982 BONDS
AND FOR CAPITAL
IMPROVEMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing issuance of Wastewater System Revenue Bonds, not to exceed \$70,000,000.00, for the purpose of refunding the Sewer Funds' outstanding 1982 Bonds and also to produce funds for required Sewer Fund capital improvements.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

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

Alderman Burke then requested the record reflect said passed ordinance was transmitted to the Mayor, who affixed his signature to the ordinance at 4:42 P.M.

The following is said ordinance as passed:

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 heretofore constructed and is presently maintaining and operating a wastewater transmission system, also known as the Chicago sewer system, to meet the needs of its inhabitants and the users thereof, which system is operated under the supervision and control of the Department of Sewers of the City; and

WHEREAS, In order to finance necessary improvements and extensions to the City's wastewater transmission system, the City has heretofore issued \$35,000,000 City of Chicago Wastewater Transmission Revenue Bonds, Series of July, 1982 (the "1982 Bonds") pursuant to an ordinance passed by the City Council of the City on July 15, 1982; and

WHEREAS, The City requires additional funds to finance the costs of construction of various improvements and extensions to the wastewater transmission system; and

WHEREAS, It is deemed advisable and for the best interests of the City to provide for the payment of the outstanding 1982 Bonds and make necessary improvements and extensions to the System (as defined herein); and

WHEREAS, The City has determined that it is advisable and necessary at this time to issue its Wastewater Transmission Refunding and Improvement Bonds, Series 1986 to

borrow the funds necessary (i) to provide for the payment of the 1982 Bonds currently outstanding, (ii) to finance the costs of construction of various improvements and extensions to the wastewater transmission system, (iii) to pay financing costs, and (iv) to provide funds for the Debt Service Reserve Account, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore,

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

ARTICLE I.

Definitions.

SECTION 1.1. As used in this Ordinance, the following terms shall have the meaning hereinafter set forth, unless the context shall clearly indicate that some other meaning is intended:

"Arbitrage Agreement" means the Arbitrage Agreement entered into by the City pursuant to Section 4.3 hereof.

"Bond" or "Bonds" means one or more of the Wastewater Transmission Refunding and Improvement Bonds, Series 1986, authorized by and issued pursuant to the Ordinance.

"Bond Counsel" means an attorney or law firm, appointed by the City, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal obligations.

"Bond Insurance Policy" means (i) with respect to the Bonds, the bond insurance policy, irrevocable letter of credit, guaranty, surety bond or other agreement satisfactory to the Comptroller and authorized pursuant to Section 3.7 of the Ordinance, if any, relating to the Bonds and (ii) with respect to any Parity Bonds, the bond insurance policy, irrevocable letter of credit, guaranty, surety bond or other agreement satisfactory to the City, if any, for such series of bonds.

"Bond Insurer" means the person, firm or corporation issuing a Bond Insurance Policy.

"Bond Registrar" means a bank or trust company organized under the laws of any state of the United States of America or national banking association appointed pursuant to Section 4.4 hereof to perform the duties of Bond Registrar enumerated herein.

"City" means the City of Chicago.

"Clerk" means the City Clerk of the City.

"Comptroller" means the City Comptroller of the City or any person designated by the Comptroller and authorized by law to act in his behalf.

"Debt Service Reserve Requirement" means an amount of money equal to Maximum Annual Debt Service for the Outstanding Bonds. Any Outstanding Bonds required to be redeemed pursuant to mandatory redemption shall be treated as being due on the dates they are required to be redeemed and not on their stated maturity dates; provided, however, that when calculating Maximum Annual Debt Service on Variable Rate Bonds for the purposes of this definition, it shall be assumed that Variable Rate Bonds bear interest at the lesser of (i) 11% per annum or (ii) the maximum rate permissible in the opinion of Bond Counsel, in order to maintain the exemption from Federal income tax of interest on the Outstanding Bonds. Any future deposits to the Debt Service Reserve Account shall be reduced to the extent which, in the opinion of Bond Counsel, is necessary to maintain the exemption from Federal income taxation of interest on the Outstanding Bonds.

"Depository" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association, having capital stock, surplus and undivided earnings of \$50,000,000 or more, selected by the Treasurer and acceptable to the Bond Insurer as a depository of moneys and securities held in the Debt Service Account and the Debt Service Reserve Account under the provisions of the Ordinance.

"Depreciation, Improvement and Extension Account Requirement" means, at the time of issuance of the Bonds, the amount on deposit in the Depreciation, Improvement and Extension Account under the ordinance securing the 1982 Bonds, which amount shall be increased, as necessary, pursuant to Section 4.2(d) hereof, to an amount of money equal to \$1,050,000 or such other amount as shall be required by a supplemental ordinance.

"Fiduciary" or "Fiduciaries" means the Paying Agents, the Bond Registrar, the Depositories, or any or all of them, as may be appropriate.

"Financial Advisor" means the firm appointed as the City's financial advisor hereunder for the purpose of making the estimates required by Section 6.1(a) (v) hereof.

"Fiscal Year" means the period commencing January 1 and ending December 31 of any given year.

"Gross Revenues" means all income and receipts from any source whatsoever, which under generally accepted accounting principles are properly chargeable as being derived from the operation of the System, including, without limiting the generality of the foregoing, moneys derived from charges imposed for service and usage and billed on a regular periodic basis, from charges imposed for inspection and permits for connection to the System, and including any grants and Investment Earnings.

"Investment Earnings" means all interest received on or profits derived from investments made with any of the Gross Revenues or any money in the accounts specified in Article IV hereof.

"Maximum Annual Debt Service" means an amount of money equal to the highest future annual principal and interest requirements on Outstanding Bonds in any Fiscal Year in which the computation is made. Any Outstanding Bonds required to be redeemed pursuant to mandatory redemption from said Debt Service Account shall be treated as

falling due on the date required to be redeemed and not on the stated maturity date of such Outstanding Bonds.

"Moody's" means Moody's Investors Service, 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 Comptroller and, so long as the Bond Insurer is not in default under the Bond Insurance Policy, approved the Bond Insurer.

"Net Revenues" means that portion of the Gross Revenues remaining after providing sufficient funds for Operation and Maintenance Costs.

"Operation and Maintenance Costs" means all expenses reasonably incurred in connection with the operation and maintenance of the System, which under generally accepted accounting principles are properly chargeable to the System, and not capitalized, including, without limiting the generality of the foregoing, salaries, contracts for services, cost of materials, supplies, insurance, power, Paying Agents' fees, reasonable repairs and renewals necessary to render efficient service, and all incidental expenses, but excluding any provision for depreciation and excluding interest on Bonds, Parity Bonds and indebtedness having a pledge of Net Revenues subordinate and junior to the pledge and lien created by the Ordinance as security for the Bonds and Parity Bonds.

"Option Bonds" means Parity Bonds which by their terms may be tendered by and at the option of the holder thereof for payment by the City or another party prior to the stated maturity thereof, or the maturities of which may be extended by and at the option of the City.

"Ordinance" means this Ordinance adopted by the City Council authorizing the Bonds.

"Original Purchasers" means, as to the Bonds, Donaldson, Lufkin & Jenrette Securities Corporation, Daniels & Bell, Inc., William Blair & Company, John Nuveen & Co. Incorporated and L.F. Rothschild, Unterberg, Towbin, Inc., and as to any Parity Bonds, means any original purchaser or purchasers thereof designated in the ordinance authorizing the issuance of such Parity Bonds.

"Outstanding Bonds" means Bonds and Parity Bonds which are outstanding and unpaid; provided, however, that such term shall not include Bonds or Parity Bonds (i) which have matured and for which moneys are on deposit with designated Paying Agents, or are otherwise properly available, sufficient to pay all principal, premium, if any, and interest thereof, or (ii) which have been discharged pursuant to Article X hereof, or (iii) which, if Option Bonds, have been deemed tendered in accordance with the provisions of the ordinance authorizing such bonds on the applicable adjustment or conversion date (if interest thereon shall have been paid through such applicable date and the purchase price thereof shall have been paid or amounts are available for such payment as provided in the ordinance authorizing such Bonds) whether or not delivered for payment by the owner thereof, or (iv) which are owned by or under the control of the City and held for cancellation.

"Parity Bonds" means additional bonds authorized pursuant to Section 6.1 hereof and, on and after the effective date of a merger or consolidation, if any, of the Sewer System and the Water System, any bonds or other obligations of the City sharing a pledge of Net Revenues equal in all respects to the pledge and lien created by the ordinance as security for the Bonds and Parity Bonds.

"Paying Agents" means any bank or trust company organized under the laws of any state of the United States of America or any national banking association appointed pursuant to Section 4.4. hereof to perform the duties of Paying Agent enumerated herein.

"Permitted Investments" means any of the following which at the time are legal investments under the laws of the State of Illinois, including the Municipal Code of Chicago for the funds proposed to be invested therein:

(a) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America:

(b) Trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350 *et seq.*, has been created in such obligations for the benefit of the applicable account in the Sewer Revenue Fund (or any successor fund created as a result of any merger or consolidation of the Water System and the Sewer System) or, to the extent permitted, in any irrevocable trust or escrow established to make provisions for the payment and discharge of the indebtedness on all Bonds or other obligations which are payable from Net Revenues;

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following agencies:

Federal Home Loan Banks; the Federal National Mortgage Association; the United States Postal Service; the Government National Mortgage Association; the Federal Financing Bank; or any other agency or instrumentality of the United States of America now existing or hereafter created;

(d) Negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association which has capital of not less than \$100,000,000 or (ii) by certificates of deposit which are fully insured by any federal agency;

(e) Repurchase agreements with banks described in clause (d) of this definition and government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, the underlying securities of which are obligations described in clauses (a) or (c) of this definition, provided that the underlying securities are required to be continuously maintained at a market value not less than the amount so invested, provided, that, the Fiduciary has received an opinion of counsel to the effect

that the Fiduciary has a perfected first security interest in the collateral and has possession of the collateral, and that such obligations are free and clear of claims by third parties;

(f) Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state (i) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (ii) which are secured as to principal and interest and redemption premium by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (f), as appropriate, and (iii) as to which the principal of and interest on the bonds and obligations of the character described in clause (a) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient, together with earnings thereon without reinvestment, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (f) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (f), as appropriate, and any certificates or any other evidences of ownership interest on obligations or specified portions thereof (which may consist of specified portions of the principal thereof or the interest thereon) of the character described in this clause (f);

(g) Direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase hereunder such obligations are rated in one of the two highest long term rating categories, by Moody's and S. & P.'s;

(h) Obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision which shall be rated in one of the two highest long term rating categories by Moody's and S. & P.'s;

(i) Bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are, at the time of purchase, rated by Moody's and S. & P., respectively, in its highest rating category (if not rated by both such rating agencies then such rating by either shall be satisfactory), for comparable types of debt obligations;

(j) Repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include any Fiduciary), insurance company or any other financial institution which at the date thereof have an outstanding, unsecured, uninsured and unguaranteed debt issue rated Aaa by Moody's and AAA by S. & P., or if such institution is not so rated that the agreement is secured by such securities as are described in clauses (a) through (d), inclusive, above, having a market value at all times (exclusive of accrued interest, other than accrued interest paid

in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, and provided, that, the Fiduciary pursuant to an opinion of counsel has a perfected first security interest in the collateral, that the Fiduciary or an agent has possession of the collateral, and that such obligations are free and clear of claims by third parties; and

(k) Prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rate MIG-1 by Moody's or "P-1" by S. & P.;

provided, that, the City shall not invest any funds held in the Funds and Accounts hereunder in investments described in clauses (b) through (k) of the definition of Permitted Investments unless it shall have received the written consent of the Bond Insurer so long as the Bonds are insured by a Bond Insurance Policy and the Bond Insurance is not in default under the Policy.

"Project" means the specified improvements and extensions to the wastewater transmission facilities of the Sewer System as described in Section 2.1 hereof, or any substitutions or additions thereto or deletions therefrom.

"Project Cost" means total estimated cost of construction of the Project, including engineering, legal fees, financing costs of the Bonds, bank commitment and letter of credit fees, bond insurance and indemnity premiums, bond discount, capitalized interest, reserves funded from Bond proceeds.

"S. & P." means 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 Comptroller and, so long as the Bond Insurer is not in default under the Bond Insurance Policy, approved by the Bond Insurer.

"Sewer System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City, and used for sewer and wastewater transmission purposes, including the Project and any and all further extensions, improvements and additions to the Project or the System.

"System" means the Sewer System and, on or after a merger or consolidation, if any, of the Sewer System and the Water System pursuant to Section 5.1 (g) hereof the Sewer System and the Water System.

"Treasurer" means the City Treasurer of the City.

"Variable Rate Bonds" means Parity Bonds the stated interest rate on which may be changed from time to time as provided in the supplemental ordinance authorizing such Parity Bonds. Such supplemental ordinance shall also specify either (i) the particular period or periods of time or manner of determining such period or periods of time for which each variable interest rate shall remain in effect or (ii) the time or times upon which any change in such variable interest rate shall become effective.

"Water System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City, and used for the purpose of supplying water.

ARTICLE II.

Project Findings, Determinations and Delegation of Authority.

SECTION 2.1. It is deemed advisable and necessary for the government and affairs of the City to borrow the sum of not to exceed (a) \$55,000,000 to provide funds for the payment of the Outstanding 1982 Bonds and (b) not to exceed \$35,000,000 to pay all or a portion of the following Project Costs with respect to the of the capital improvements for the System for Fiscal Years 1987 and 1988:

Project	Estimate of Cost
1. Sewer Replacement	\$30,500,000
2. Sewer Evaluation and Cleaning Equipment	<u>4,500,000</u>
TOTAL	\$35,000,000

Provided that the total amount to be borrowed hereunder shall not exceed \$70,000,000.

SECTION 2.2. The Escrow Deposit Agreement ("the Escrow Deposit Agreement") between the City and the Trustee (as defined in the Escrow Deposit Agreement), in substantially the form attached to this Ordinance, be and hereby is approved and the Comptroller be and hereby is authorized to execute the Escrow Deposit Agreement for and on behalf of the City, with such changes in the Escrow Deposit Agreement as the Comptroller shall approve, such approval to be conclusively evidenced by the Comptroller's execution thereof. The Comptroller shall appoint the Trustee under the Escrow Deposit Agreement.

SECTION 2.3. The City shall enter into a bond purchase agreement (the "Bond Purchase Agreement") between the City and the Original Purchasers of the Bonds in substantially the form attached to this Ordinance, with such changes therein, including without limitation, the specification of all amounts or sums therein as shall be approved by the Comptroller. The Comptroller is authorized and directed to execute the Bond Purchase Agreement, with the concurrence of the Chairman of the Finance Committee of the City Council, on behalf of and in the name of the City.

SECTION 2.4. The City shall cause to be prepared and delivered to the Original Purchasers of the Bonds a Preliminary Official Statement substantially in the form attached to this Ordinance, with such changes therein, including without limitation the specification of all amounts or sums therein as shall be approved by the Comptroller. The Original Purchasers of the Bonds are hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Bonds. Upon sale of the Bonds, the Comptroller is authorized and directed to cause a final Official Statement to be prepared, executed and delivered to the Original Purchasers on behalf of and in the name of the City.

The Original Purchasers of the Bonds are hereby authorized to distribute the final Official Statement.

ARTICLE III.

The Bonds.

SECTION 3.1. For the purpose of providing funds to pay the Project Costs and providing funds to pay the 1982 Bonds currently outstanding, there shall be issued Bonds of the City. The Bonds shall be designated "Wastewater Transmission Refunding and Improvement Bonds, Series 1986", shall be dated as determined by the Comptroller, shall be issued as fully registered bonds without coupons, in denominations of \$5,000 or any integral multiple thereof, and shall be numbered consecutively from R-1 upwards. Subject to the provisions of the next succeeding paragraph, the Bonds hereby authorized shall be issued on or before September 30, 1987.

The Bonds shall be an aggregate principal amount of not to exceed \$70,000,000; the principal of the Bonds shall be payable on January 1 of each year during a period not to extend beyond January 1, 2012, commencing January 1, 1988, as serial bonds or as term bonds subject to mandatory sinking fund redemption, or a combination of serial bonds and term bonds, in principal amounts which result in annual debt service requirements, beginning in the year ending December 31, 1988, the highest of which does not exceed the lowest by more than 10%; shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the principal amount is paid or duly provided for, at a rate or rates per annum which, in the aggregate, result in a true interest cost (expressed as a percentage) not in excess of 11%, computed on the basis of a 360-day year consisting of twelve 30-day months; and shall be subject to redemption in whole or in part, at the option of the City, at such redemption prices and, subject to the remaining provisions of Section 3.1 of this Ordinance; each and all of which the Comptroller is hereby authorized and directed to determine and approve on behalf of and in the name of the City.

Any term bonds subject to mandatory sinking fund redemption shall be selected by lot by the Bond Registrar, as provided below, and redeemed at a price of 100% of the principal amount of the bonds to be redeemed plus accrued interest to the date fixed for such mandatory redemption. To the extent that term bonds subject to mandatory sinking fund redemption have been previously called for redemption in part otherwise than from a sinking fund payment, one or more annual sinking fund payments for such term bonds shall be reduced by the amount determined by the City in its sole discretion, which determination shall be made by the Comptroller, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple thereof.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the applicable Bonds through the purchase of such term Bonds in the open market. No purchase of Bonds in the open market shall be at a price in excess of the par value of the Bonds plus accrued and unpaid interest on the principal of the purchased Bonds to the date of purchase. The total principal amount of the Bonds of any maturity which shall be redeemed pursuant to purchase on the open market shall be a credit against

and a reduction of any one or more applicable annual sinking fund installment determined by the City in its sole discretion, which determination shall be made by the Comptroller, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple thereof.

In the event of redemption of less than all the Bonds of like maturity, the Bond Registrar shall assign to each Outstanding Bond of such maturity a distinctive number for each \$5,000 of the principal amount thereof so as to distinguish each such \$5,000 from each other portion of the Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected; but only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of redemption shall be given by the Bond Registrar by first class mail, mailed not less than 30 nor more than 60 days prior to the date fixed for redemption to each registered owner of Bonds to be redeemed, at such owner's address in the bond register kept by the Bond Registrar and by such other method if any, as the City shall deem appropriate. Such notice shall specify the maturities of the Bonds to be redeemed, the date fixed for redemption and, if less than all of the Bonds of such maturity are to be redeemed, the numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Bond Registrar shall authenticate and deliver, upon surrender of such Bond, without charge to the registered owner thereof, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. If, on the date fixed for redemption, moneys for the redemption of all of the Bonds or portions thereof to be redeemed, together with interest thereon, shall be held by the Paying Agents so as to be available therefor and if notice of redemption shall have been given as aforesaid, interest thereon shall cease from and after the date fixed for redemption.

SECTION 3.2. Interest on the Bonds shall be payable on January 1 and July 1 in each year, commencing on January 1, 1987. Interest on the Bonds shall be payable by check or draft mailed by the Paying Agent to the registered owner thereof as the same appears as of the fifteenth (15th) day of the calendar month next preceding each January 1 and July 1, on the registry books maintained by the Bond Registrar. At the option of the registered owner of at least one million dollars (\$1,000,000) in principal amount of Bonds, interest may be paid on such registered owner's Bonds by wire transfer to such registered owner thereof upon written notice to the Paying Agents from such registered owner containing the wire transfer address (which shall be in the continental United States) to which such registered owner wishes to have such wire directed, if such written notice is received not later than the tenth (10th) day of the calendar month next preceding the applicable interest payment date, it being understood that such notice may refer to multiple interest payments. Principal and premium, if any, of the Bonds shall be payable upon presentation and

surrender of the Bonds at the principal corporate trust office of the Paying Agents or the successor or successors thereof. The principal of and premium, if any, and interest on the Bonds are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 3.3. Each Bond shall be executed by the manual or facsimile signatures of the Mayor and the Comptroller, attested by the manual or facsimile signature of the Clerk or Deputy City Clerk, shall have the corporate seal of the City affixed, impressed or printed thereon and shall be authenticated by the manual signature of the Bond Registrar. No Bond shall be valid or obligatory for any purpose until the certificate of authentication thereon shall have been signed by the Bond Registrar. In the event that any officer of the City whose manual or facsimile signature appears on a Bond shall cease to be such officer before the delivery of such Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

SECTION 3.4. The principal of and premium, if any, on the Bonds, together with the interest thereon, shall be payable solely and only from the Net Revenues, except to the extent payable from the proceeds of Bonds. The Bonds shall not in any event constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation and each Bond will contain a statement to that effect.

SECTION 3.5. The rights and obligations of the City and of the registered owners of the Outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the City Council with the written consent of the registered owners of not less than two-thirds (2/3) of the principal amount of all of the Outstanding Bonds; provided, however, Bonds and Parity Bonds, if any, held by the City shall, for the purposes of this Section 3.5, not be deemed to be Outstanding Bonds; provided further, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on or premium, if any, or otherwise alter or impair the obligation of the City to pay the principal of and premium, if any, and interest on the Outstanding Bonds, at the time, place and at the rate, and in the currency, provided therein of any Outstanding Bond, without the express consent of the registered owner of such Bond, nor shall any such modification or amendment permit the creation of a preference or priority of any Outstanding Bond or Bonds over any other Bond or Bonds, nor reduce the percentage of the registered owners of Outstanding Bonds required for the written consent of such modification or amendment. Each such consent must be accompanied by proof of ownership of the Bonds for which consent is given, which proof must be in a form approved by the Comptroller, and each such consent and proof of ownership must be on file with the City Clerk prior to the adoption of such modifying or amendatory ordinance. If the Bonds are secured by a Bond Insurance Policy and if the Bond Insurer is not in default under the Bond Insurance Policy, then no supplemental ordinance adopted pursuant to this paragraph shall become effective without the written consent of the Bond Insurer.

Notwithstanding the foregoing, for any one or more of the following purposes and at any time or from time to time, any ordinance supplemental to or amendatory of this Ordinance may be adopted by the City without the consent of the registered owners of the Outstanding Bonds or any Bond Insurer, which shall be fully effective in accordance with its terms:

- (1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Ordinance; or
- (2) To insert such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Ordinance as theretofore in effect; or
- (3) To issue Parity Bonds or subordinated indebtedness pursuant to this Ordinance.

SECTION 3.6. The City shall cause a bond register to be maintained for the registration and transfer of Bonds to be kept at the principal corporate trust office of the Bond Registrar.

The Bonds shall be transferable only upon the registry books of the City maintained by the Bond Registrar by the registered owner thereof in person or by his or her attorney duly authorized in writing, upon surrender thereof to the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof and the premium, if any, and interest thereon and after such registration no transfer thereof shall be valid unless noted on such registry books.

The registered owner of any Bond or Bonds of one or more denominations shall have the right to exchange such Bond or Bonds for a new Bond or Bonds in authorized denominations of the same aggregate principal amount and maturity of the surrendered Bond or Bonds. Such Bond or Bonds shall be exchanged by the City for a new Bond or Bonds upon the request of the registered owner thereof in person or by his or her attorney duly authorized in writing, upon surrender of such Bond or Bonds to the Bond Registrar together with a written instrument requesting such exchange satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney.

The City, the Bond Registrar and any Paying Agent may deem and treat the person in whose name any Bond shall be registered upon the registry books maintained by the Bond Registrar as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and redemption price, if any, of and interest on such Bond and all such payments so made to any such registered owner or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City, the Bond Registrar nor any Paying Agent shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Bond Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the Bond or Bonds so surrendered. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Bond Registrar and cancelled by the Bond Registrar. For every such exchange or transfer of Bonds, the City or the Bond Registrar may make a charge sufficient

to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City nor the Bond Registrar shall be required (a) to exchange or transfer Bonds for a period beginning on the fifteenth (15th) day of the month next preceding an interest payment date for Bonds and ending on such interest payment date, or for a period of fifteen (15) days next preceding the date (as determined by the Bond Registrar) of any selection of Bonds to be redeemed and thereafter until after the mailing of the notice of redemption, or (b) to transfer or exchange any Bonds called for redemption.

The Bonds may be deposited with a fiscal agent in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer.

If any Bond becomes mutilated or is lost, stolen or destroyed, the City may execute and the Bond Registrar shall authenticate and deliver a new Bond of like date of issue, maturity date, principal amount and interest rate per annum as the Bond so mutilated, lost, stolen or destroyed, provided that (i) in the case of such mutilated Bond, such Bond is first surrendered to the City, (ii) in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction satisfactory to the City and the Bond Registrar, (iii) all other reasonable requirements of the City are complied with, and (iv) expenses in connection with such transaction are paid by the registered owner of such Bond. Any such new Bonds issued pursuant to this paragraph in substitution for Bonds alleged to have been destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Ordinance, in any moneys or securities held by the City or any Fiduciary for the benefit of such registered owners.

SECTION 3.7. The Comptroller is hereby authorized to purchase a Bond Insurance Policy for the Bonds from a Bond Insurer approved by the Comptroller if said Comptroller determines such Bond Insurance Policy to be economically desirable in connection with the sale of the Bonds or that such Bond Insurance Policy will facilitate the sale of the Bonds.

SECTION 3.8. Each Bond and the Bond Registrar's Certificate of Authentication to be endorsed thereon shall be in substantially the following form:

[Form of Bond]

[Form of Face of Bond]

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

WASTEWATER TRANSMISSION REFUNDING AND IMPROVEMENT BOND
SERIES 1986

Number R-_____

Interest
Rate

%

Maturity
DateDated
Date

CUSIP

Registered Owner:

Principal Sum:

Dollars

Know all Men by These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received promises to pay the principal sum hereof on the maturity date stated above and to pay interest thereon to the Registered Owner stated hereon or registered assigns appearing on the registry books maintained by the Bond Registrar as of the fifteenth day of the month preceding each January 1 and July 1, by check or draft mailed by the Paying Agent. Interest on this Bond shall be paid on January 1 and July 1 in each year, commencing on January 1, 1987, at the interest rate stated above per annum until the principal sum is paid. Payment of the principal of and premium, if any, on this Bond shall be made upon presentation and surrender of this Bond at the principal corporate trust office of _____, _____, or the successor or successors thereof. The principal of and premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

At the option of the registered owner of at least One Million Dollars (\$1,000,000) in principal amount of Bonds, interest may be paid on such registered owner's Bonds by wire transfer to such registered owner thereof upon written notice to the Paying Agents from such registered owner containing the wire transfer address (which shall be in the continental United States) to which such registered owner wishes to have such wire directed, if such written notice is received not later than the tenth (10th) day of the calendar month next preceding the applicable interest payment date, it being understood that such notice may refer to multiple interest payments.

Reference Is Hereby Made To The Further Provisions Of This Bond Set Forth On The Reverse Side Hereof And Such Further Provisions Shall For All Purposes Have The Same Effect As If Set Forth On The Front Side Hereof.

It is hereby certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Bond and the issue of Bonds of which this Bond forms a part do exist, have happened and have been performed in regular and due form and time as required by law; and that provision has been made for depositing in the Sewer Revenue Fund (or any successor fund created as a result of any merger of the Water System and the Sewer System) of the City of Chicago the Gross Revenues received from the operation of the System of the City to be applied in the manner as herein set forth, and it is hereby covenanted and agreed that rates will be charged for the use and service of said System sufficient at all times to pay the cost of operation and maintenance of said System, to

promptly pay the principal of and premium, if any, and interest on this Bond and the issue of which it forms a part and to comply with all the covenants of and to maintain the several special accounts of the Sewer Revenue Fund of the City of Chicago, as such several special accounts were referred to, described and provided for by the provisions of the Ordinance heretofore adopted and pursuant to which this Bond and the issue of which it forms a part is issued.

This Bond shall not be valid or obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Bond to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk, and its Corporate Seal to be hereunto affixed, impressed or printed, all as of _____.

Mayor
City of Chicago

Attest:

City Clerk
City of Chicago

City Comptroller
City of Chicago

[Seal]

[Form of Bond Registrar's
Certificate of Authentication]

This Bond is one of the Bonds described in the within-mentioned Ordinance.

_____, as Bond Registrar

By _____
Authorized Officer

[Form of Back of Bond]

CITY OF CHICAGO
WASTEWATER TRANSMISSION REFUNDING AND IMPROVEMENT BOND
SERIES 1986

Unless otherwise defined herein, all terms used herein shall have the same meanings, respectively, as such terms are given in the Ordinance (as hereinafter defined).

This Bond is one of a duly authorized issue of bonds of the City of Chicago, Illinois (the "City") designated as its "Wastewater Transmission Refunding and Improvement Bonds, Series 1986" (the "Bonds") issued in the aggregate principal amount of \$ _____ under and pursuant to the constitutional home rule powers of the City and pursuant to an Ordinance duly adopted by the City Council of the City of Chicago on _____, 1986 (the "Ordinance"), which Ordinance was approved by the Mayor of said City, and published in all respects as by law required, and is now in full force and effect. This Bond, and the issuance of which it forms a part, was authorized for the purpose of providing funds (i) for the payment of the City's Wastewater Transmission Revenue Bonds, Series of July, 1982 currently outstanding, (ii) to finance the costs of construction of various improvements and extensions to the City's wastewater transmission system, (iii) to pay financing costs, and (iv) to provide funds for the Bond Reserve Account.

Under the Ordinance authorizing the issuance of this Bond, and the issue of which it forms a part, the Gross Revenues received from the operation of the System of the City shall be deposited in a separate fund designated as the "Sewer Revenue Fund of the City of Chicago", which Fund shall be used only and is hereby irrevocably pledged for paying the cost of operation and maintenance of said System, paying the principal of, premium, if any, and interest on this Bond and the issue of which it forms a part and establishing and maintaining the several accounts referred to and described and as provided for and in conformity with the covenants of the City as set forth in the Ordinance pursuant to which this Bond and the issue of which it forms a part is issued.

This Bond and the issue of Bonds of which it is a part are payable solely and only from the Net Revenues derived from the operation of the System of the City, except to the extent payable from the proceeds of the Bonds, and this Bond and the issue of Bonds of which it is a part shall not in any event constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation. This Bond and the issue of Bonds of which it is a part are secured on a parity with all other Bonds of such issue and all other Parity Bonds hereafter issued as permitted by and pursuant to the Ordinance by a pledge of Net Revenues, except as otherwise provided or permitted in the Ordinance. The Ordinance provides that bonds payable from the revenues of the City's Water System may become Parity Bonds upon the merger or consolidation of the City's Sewer and Water Systems. Reference is hereby made to the Ordinance for a description of the funds and revenues pledged thereunder, the nature and extent of the security thereby created, and the rights, limitation of rights, obligations, duties and immunities of the City, the Bond Registrar, the Paying Agents and the registered owners of the Bonds.

[If the Bonds are insured by a Bond Insurance Policy, a statement of insurance will be set forth here.]

[The following seven paragraphs, including the tables, are applicable if any of the Bonds are subject to redemption, in whole or in part, prior to maturity at the option of the City, or are sold as term bonds subject to mandatory sinking fund redemption.]

The Bonds due on or after January 1, _____ are subject to redemption prior to maturity at the option of the City, in whole on any date on and after January 1, _____ and in part on January 1, _____ and on any interest payment date thereafter, at the redemption prices

set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.

Date of Redemption

From	To and including	Redemption Price

The Bonds maturing on January 1, _____ and January 1, _____ are subject to mandatory sinking fund redemption prior to maturity, on January 1 of each of the years and in the principal amounts set forth in the table below, as selected by lot by the Bond Registrar as provided below, at a price of 100% of the principal amount to be redeemed.

Bonds Maturing January 1, _____		Bonds Maturing January 1, _____	
Year	Principal Amount	Year	Principal Amount
	\$		\$

To the extent that the Bonds maturing on January 1, _____ or January 1, _____ have been previously called for redemption in part otherwise than from a sinking fund payment, one or more annual sinking fund payments for the Bonds maturing on January 1, _____ or on January 1, _____, as the case may be, shall be reduced by the amount determined by the City in its sole discretion, which determination shall be made by the Comptroller, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple thereof.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the applicable Bonds through the purchase of such term Bonds in the open market. No purchase of Bonds in the open market shall be at a price in excess of the par value of the Bonds plus accrued and unpaid interest on the principal of the purchased Bonds to the date of purchase. The total principal amount of the Bonds of any maturity which shall be redeemed pursuant to purchase on the open market shall be a credit against and a reduction of any one or more applicable annual sinking fund installment determined by the City in its sole discretion, which determination shall be made by the Comptroller, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple thereof.

In the event of redemption of less than all the Bonds of like maturity, the Bond Registrar shall assign to each Outstanding Bond of such maturity a distinctive number for each \$5,000 of the principal amount thereof so as to distinguish each such \$5,000 from each other portion of the Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected; but only so much of the principal amount of each such

Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of redemption shall be given by the Bond Registrar by first class mail, mailed not less than 30 nor more than 60 days prior to the date fixed for redemption to each registered owner of Bonds to be redeemed, at such owner's address in the bond register kept by the Bond Registrar and by such other method, if any, as the City shall deem appropriate. Such notice shall specify the maturities of the Bonds to be redeemed, the date fixed for redemption and, if less than all of the Bonds of such maturity are to be redeemed, the numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Bond Registrar shall authenticate and deliver, upon surrender of such Bond, without charge to the registered owner thereof, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. If, on the date fixed for redemption, moneys for the redemption of all the Bonds or portions thereof to be redeemed, together with interest thereon, shall be held by the Paying Agents so as to be available therefor and if notice of redemption shall have been given as aforesaid, interest thereon shall cease from and after the date fixed for redemption.

The rights and obligations of the City and of the registered owners of the Outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the City Council with the written consent of the registered owners of not less than two-thirds (2/3) of the principal amount of all the Bonds, and all Parity Bonds, then Outstanding, each such term as defined in the Ordinance: provided, however, Bonds and Parity Bonds, if any, held by the City shall, for the purposes of determining such consent, not be deemed to be Outstanding Bonds: provided further, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on or premium, if any, or otherwise alter or impair the obligation of the City to pay the principal of and premium, if any, and interest on the Outstanding Bonds, at the time, place and at the rate, and in the currency, provided therein of any Outstanding Bond, without the express consent of the registered owner of such Bond, nor shall any such modification or amendment permit the creation of a preference or priority of any Outstanding Bond or Bonds over any other Bond or Bonds, nor reduce the percentage of the registered owners of Outstanding Bonds required for the written consent of such modification or amendment. Each such consent must be accompanied by proof of ownership of the Bonds for which consent is given, which proof must be in a form approved by the City Comptroller, and each such consent and proof of ownership must be on file with the City Clerk prior to the adoption of such modifying or amendatory ordinance.

[If the Bonds are insured by a Bond Insurance Policy, the following paragraph shall be included in the form of the Bond.]

If the Bonds are secured by a Bond Insurance Policy and if the Bond Insurer is not in default under the Bond Insurance Policy, then no supplemental ordinance adopted

pursuant to the immediately preceding paragraph shall become effective without the written consent of the Bond Insurer.

Notwithstanding the foregoing, for any one or more of the following purposes and at any time or from time to time, any ordinance supplemental to or amendatory of the Ordinance may be adopted by the City without the consent of the registered owners of the Outstanding Bonds or any Bond Insurer, which shall be fully effective in accordance with its terms:

- (1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Ordinance; or
- (2) To insert such provisions clarifying matters or questions arising under the Ordinance as are necessary or desirable and are not contrary to or inconsistent with the Ordinance as theretofore in effect; or
- (3) To issue Parity Bonds or subordinated indebtedness pursuant to the Ordinance.

This Bond shall be transferable, as provided in the Ordinance, only upon the registry books of the City maintained by Bond Registrar by the registered owner thereof in person or by his or her attorney duly authorized in writing, upon surrender hereof to the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney, and thereupon a new Bond or Bonds in authorized denominations of the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. Neither the City nor the Bond Registrar shall be required (a) to exchange or transfer Bonds for a period beginning on the fifteenth (15th) day of the month next preceding an interest payment date for Bonds and ending on such interest payment date, or for a period of fifteen (15) days next preceding the date (as determined by the Bond Registrar) of any selection of Bonds to be redeemed and thereafter until after the mailing of the notice of redemption, or (b) to transfer or exchange any Bonds called for redemption.

The Bonds may be deposited with a fiscal agent in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer.

The City, the Bond Registrar and any Paying Agent may deem and treat the person in whose name any Bond shall be registered upon the registry books maintained by the Bond Registrar as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and redemption price, if any, of and interest on such Bond and all such payments so made to any such registered owner or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City, the Bond Registrar nor any Paying Agent shall be affected by any notice to the contrary.

[Form of Assignment for Transfer]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers

unto _____

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books
kept for registration thereof, with full power of substitution in the premises.

Dated: _____
Signature Guaranteed

NOTICE: Signature(s) must be
guaranteed by a member firm
of the New York Stock Exchange
or a commercial bank or trust
company.

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

ARTICLE IV.

Sewer Revenue Fund and Accounts.

SECTION 4.1. Upon the issuance of any of the Bonds, the System shall be operated on a Fiscal Year basis. The Gross Revenues shall be set aside as collected in a separate fund with the Treasurer, which fund is hereby created and is designated as the "Sewer Revenue Fund" of the City, which shall constitute a trust fund and is hereby irrevocably pledged and assigned to the registered owners of the Bonds for the sole purpose of carrying out the covenants, terms and conditions of this Ordinance, and shall be used only in paying Operation and Maintenance Costs, paying the principal of, premium, if any, and interest on all Bonds, Parity Bonds and other revenue bonds of the City which by their terms are payable solely from the Net Revenues derived from the System, and providing for the establishment of, and expenditures from the respective Funds and Accounts as hereinafter described; provided, however, nothing herein contained shall prevent the City from commingling the money in the Funds and Accounts created hereunder (except the Rebate Fund, the Debt Service Account and the Debt Service Reserve Account) with other moneys of the City including without limitation the transfer of said moneys to other funds and accounts of the City.

SECTION 4.2. There shall be and there are hereby created separate accounts in the Sewer Revenue Fund to be known as the "Operation and Maintenance Account," to be held

by the Treasurer, the "Debt Service Account," to be held by a Depository pursuant to the provisions of this Article, the "Debt Service Reserve Account," to be held by a Depository pursuant to the provisions of this Article, the "Depreciation, Improvement and Extension Account," to be held by the Treasurer, and the "Contingencies and Construction Reserve Account," to be held by the Treasurer, to which there shall be credited or transferred, as the case may be, at the direction of the Comptroller, without any further official action or direction, in the order in which said Accounts are hereinafter mentioned (except as to transfers, if any, required to be made pursuant to the Arbitrage Agreement), all moneys held in the Sewer Revenue Fund, in accordance with the following provisions:

(a) Operation and Maintenance Account: On or before the first day of each month, there shall be credited to the Operation and Maintenance Account an amount sufficient when added to the amount then on deposit in said Account, to establish a balance equal to the amount budgeted pursuant to Section 5.1(c) hereof to pay Operation and Maintenance Costs, when due, for the then current and next succeeding month.

(b) Debt Service Account: On or before the first day of each month, there shall be transferred to the Debt Service Account and held, in cash and investments, at least one sixth (1/6th) of the amount of the interest becoming due on the next succeeding interest payment date on all Outstanding Bonds, provided, that, on December 1, 1986, with respect to the interest payable on January 1, 1987, there shall be transferred to the Debt Service Account and held, in cash and investments, an amount sufficient to pay the interest becoming due on January 1, 1987 provided, further, that for Variable Rate Bonds the interest on which is payable more often than semiannually the amount to be so transferred shall be determined pursuant to the proceedings authorizing the issuance of such Variable Rate Bonds: and on or before the first day of each month, there shall also be transferred to the Debt Service Account and held in cash and investments, at least one twelfth (1/12th) of the amount of the principal becoming due, or subject to mandatory redemption, on the next succeeding principal maturity date of all Outstanding Bonds until there shall have been accumulated and held, in cash and investments, in the Debt Service Account prior to such maturity date of interest or principal, or both, an amount sufficient to pay such principal or interest, or both.

Deposits to the Debt Service Account may be suspended in any Fiscal Year at such time as there shall be sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements for the balance of such Fiscal Year, but such deposits shall again be resumed in the next Fiscal Year.

Except as may be required to be deposited to the Rebate Fund, all moneys deposited in said Account shall be used only for the purpose of paying interest and principal, and applicable premium, on Outstanding Bonds.

(c) Debt Service Reserve Account: When any money is transferred out of the Debt Service Reserve Account, there shall be transferred, on or before the first day of each month, to such Account an amount not less than one twenty-fourth (1/24th) of the amount so paid out of said Account. When there is a deficiency in the Debt Service Reserve Account after a valuation date as provided in Section 4.3 hereof, any such deficiency shall be made up not later than the next succeeding valuation date.

Except as may be required to be deposited to the Rebate Fund and except for amounts in excess of the Debt Service Reserve Requirement (which excess amounts shall be transferred to the Debt Service Account), amounts on deposit in the Debt Service Reserve Account shall be used to pay scheduled principal of or interest (and not the purchase price of Option Bonds tendered), and applicable premium, on the Outstanding Bonds at any time when there are insufficient funds available in the Debt Service Account to pay the same.

In lieu of the required transfers or deposits to the Debt Service Reserve Account, the City may cause to be deposited into the Debt Service Reserve Account a surety bond or an insurance policy for the benefit of the registered owners of the Bonds or a letter of credit in an amount equal to the difference between the Debt Service Reserve Requirement and the sums then on deposit in the Debt Service Reserve Account, if any. The surety bond, insurance policy or letter of credit shall be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from the Debt Service Reserve Account and applied to the payment of principal of or premium or interest on any Bonds and such withdrawal cannot be met by amounts on deposit in the Debt Service Reserve Account. The insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in the highest rating category by the rating agency or agencies which have rated the Bonds. The letter of credit issuer shall be a bank or trust company which is rated not lower than the second highest rating category by the rating agency or agencies which have rated the Bonds, and the letter of credit itself shall be rated in the highest rating category of such rating agencies. If a disbursement is made pursuant to a surety bond, an insurance policy or a letter of credit provided pursuant to this paragraph, the City shall be obligated either (i) to reinstate the maximum limits of such surety bond, insurance policy or letter of credit or (ii) to deposit into the Debt Service Reserve Account an amount not less than one twenty-fourth ($1/24$ th) of the amount so paid out of said Account pursuant to a disbursement under such surety bond, insurance policy or letter of credit, or a combination of such alternatives. In the event that the rating attributable to any insurer providing any surety bond or insurance policy or any bank or trust company providing any letter of credit held as above provided in the Debt Service Reserve Account shall fall below that required as above provided, the City shall use its best efforts to replace, as soon as possible, such surety bond, insurance policy or letter of credit with a surety bond, insurance policy or letter of credit which shall meet the above provided requirements.

(d) Depreciation, Improvement and Extension Account: If on the first day of any month the balance in the Depreciation, Improvement and Extension Account is less than the Depreciation, Improvement and Extension Account Requirement, an amount not less than one-sixtieth ($1/60$ th) of the amount required to be on deposit therein in order to make the balance therein equal the Depreciation, Improvement and Extension Account Requirement, shall be transferred to said Account until the balance therein equals the Depreciation, Improvement and Extension Account Requirement. Thereafter, no additional funds shall be credited to said Account, except that when any amount is paid out and charged to such Account, credits to said Account shall be resumed as provided above until said Account has been restored to the Depreciation, Improvement and Extension Account Requirement.

Except as may be required to be deposited to the Rebate Fund, amounts to the credit of said Depreciation, Improvement and Extension Account shall be used for (i) the payment of the cost of extraordinary maintenance, repairs or replacements, or equipment, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service, and (ii) the payment of principal of or interest, and applicable premium, on any Outstanding Bonds at any time when there are no other funds available for that purpose in order to prevent a default, and shall be transferred to the Debt Service Account for such purpose.

(e) Contingencies and Construction Reserve Account: All moneys remaining in the Sewer Revenue Fund, after crediting and transferring the required amounts to the respective Accounts hereinabove provided for, and after making up any deficiency in the Accounts described in subsections (a) to (d), inclusive, shall be credited to the Contingencies and Construction Reserve Account. Except as may be required to be deposited to the Rebate Fund, moneys in said Account shall first be used to make up any subsequent deficiencies in any of the Accounts hereinabove named and then, at the discretion of the City Council, shall be used for one or more of the following purposes without any priority among them:

(1) For the purpose of calling and redeeming Outstanding Bonds which are callable at the time; or

(2) For the purpose of purchasing Outstanding Bonds at the time at a price of not to exceed par and accrued interest, and applicable premium, to the date of purchase; or

(3) For the purpose of paying principal and interest, and applicable premium, on any bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, renewals, improvements or extensions to the System.

At the discretion of the Department of Sewers, moneys in said Account may also be used for the purpose of constructing or acquiring repairs, replacements, renewals, equipment, improvements or extensions to the System, or any other lawful purpose related to the System.

SECTION 4.3. Moneys to the credit of the Sewer Revenue Fund prior to the periodic accounting and to the credit of the Operations and Maintenance Account may be invested pursuant to any authorization granted to municipal corporations by Illinois law. Money to the credit of the Debt Service Account and the Debt Service Reserve Account may be invested from time to time at the direction of the Treasurer in investments described in clause (a) of the definition of Permitted Investments contained in Section 1.1 hereof. Money to the credit of the Depreciation, Improvement and Extension Account and the Contingencies and Construction Reserve Account may be invested from time to time by the Treasurer in Permitted Investments, provided, however, that the Comptroller may agree with a Bond Insurer not to invest such money in particular investments described in the definition of Permitted Investments contained in Section 1.1 hereof. Such investments may be sold from time to time at the direction of the Treasurer or by the Treasurer, as the case may be, as funds may be needed for the purpose for which said respective Accounts have been created.

All interest on any moneys so invested (other than amounts required to be transferred to the Rebate Fund) shall be credited to the Sewer Revenue Fund (or any successor fund created as a result of any merger of the Water System and the Sewer System) and is hereby deemed and allocated as expended with the next expenditure of money from the Sewer Revenue Fund.

For the purpose of determining whether sufficient cash and investments are credited to or held in such Accounts under the terms and requirements of this Ordinance, investments shall be valued at market price on the valuation date. Such valuation shall be made quarterly on the last day of March, June, September and December and cash and investments held in the Debt Service Account and the Debt Service Reserve Account shall be valued on each valuation date by the respective Depositary of said Accounts. Cash and Investments credited to all other Accounts created under this Ordinance shall be valued by the Comptroller.

All moneys held in the Debt Service Account and the Debt Service Reserve Account shall constitute trust funds and the City shall deposit such moneys with one or more Depositaries in trust for the owners of Bonds. All moneys deposited under the provisions of this Ordinance with any depository shall be held in trust and applied only in accordance with the provisions of this Ordinance and the arbitrage agreement to be entered into by the City, and each of the Accounts established by this Ordinance shall be a trust fund for the purposes thereof.

There shall be set aside in a separate fund hereby created and designated as the "Rebate Fund" (1986), all amounts required to be rebated to the United States pursuant to the Arbitrage Agreement to be entered into by the City. Amounts on deposit in the Rebate Fund shall be held in trust for the benefit of the United States by a Depositary designated by the Treasurer. Amounts held in the Rebate Fund shall not be available for the payment of principal of, premium, if any, and interest on the Bonds except as may be set forth in said arbitrage agreement.

The Comptroller, on behalf of the City, will enter into an Arbitrage Agreement wherein the City will agree to take all necessary and desirable steps to ensure that the Bonds are not "arbitrage bonds" within the meaning of section 103 (c) of the Internal Revenue Code of 1954, as amended, or any successor section thereto.

SECTION 4.4. The Treasurer shall appoint Depositories and the Comptroller shall appoint a Bond Registrar and Paying Agents for the Bonds and any Parity Bonds.

Each Fiduciary shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing and delivering to the City a written acceptance thereof. The City shall provide the Bond Insurer with written notice of the resignation or removal of any Fiduciary and the appointment of any successor thereto.

The recitals of facts herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity of sufficiency of this Ordinance or of any Bonds issued hereunder or as to the security afforded by the Ordinance, and no Fiduciary shall incur any liability in respect thereof. The Bond Registrar shall, however,

be responsible for its representation contained in its certificate of authentication on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid by such Fiduciary in accordance with provisions of this Ordinance to the City or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

Each Fiduciary, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an authorized officer of the City, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

Except as otherwise expressly provided in this Ordinance, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the City to any Fiduciary shall be sufficiently executed in the name of the City when signed by an authorized officer of the City.

ARTICLE V.

General Covenants.

SECTION 5.1. The City covenants and agrees with the registered owners of the Outstanding Bonds, as follows:

(a) The City will maintain the System in good repair and working order, will operate the same efficiently and faithfully, will construct the Project, and will punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois.

(b) The City will establish and maintain at all times fees, charges and rates for the use and service of the System sufficient in each Fiscal Year to produce Net Revenues at least equal to 115% of the principal and interest requirements coming due during such year on Outstanding Bonds. In determining the principal and interest requirements coming due during any Fiscal Year on Outstanding Variable Rate Bonds, it shall be assumed that such

Bonds bear interest at a fixed rate equal to the higher of (i) 9.2% or (ii) the highest variable rate borne over the preceding twenty four (24) months by Outstanding Bonds which are Variable Rate Bonds or, if no such Outstanding Bonds are Variable Rate Bonds at the time, by variable rate obligations for which the interest rate is computed by reference to a standard comparable to the standard to be utilized in determining the interest rate for any Variable Rate Bonds proposed to be issued.

(c) Not later than thirty (30) days prior to the beginning of each Fiscal Year in which there are Outstanding Bonds, the Office of Budget and Management shall prepare a budget setting forth estimated Gross Revenues and Operation and Maintenance Costs for the ensuing Fiscal Year. A copy of each such annual budget shall be filed with the Clerk.

Whenever the annual budget indicates that the projected Net Revenues will not be sufficient to comply with the rate covenant hereinabove set forth, the Office of Budget and Management shall have prepared a rate study for the System identifying the increases necessary to comply with such rate covenant. Copies of such study shall be furnished to any Bond Insurer and any registered owner of Outstanding Bonds who requests a copy thereof.

(d) The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the System so that it may at all times be operated properly; and when any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the System shall be at all times fully maintained.

(e) The City will establish such rules and regulations for the control and operation of the System necessary for the safe, lawful, efficient and economical operation thereof.

(f) The City will make and keep proper books and accounts (separate and apart from all other records and accounts of said City), in which complete entries shall be made of all transactions relating to the System, and hereby covenants that within one hundred eighty (180) days following the close of each Fiscal Year, it will cause the Financial Statements of the System to be audited by independent certified public accountants. Said audited Financial Statements will be available for inspection by the registered owners of any of the Bonds. The Financial Statements shall, without limiting the generality of the foregoing, include the following:

(i) A statement of revenue and expenses of the System for such Fiscal Year.

(ii) A balance sheet as of the end of such Fiscal Year, including the amounts credited to each of the Accounts of the Sewer Revenue Fund.

(iii) A statement of changes in the financial position of the System for such Fiscal Year.

(iv) A list of all insurance policies, if any, in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.

(v) The amount, maturities, interest rate and redemption provisions of all Outstanding Bonds.

All expenses of the audit required by this section shall be regarded and paid as an Operation and Maintenance Cost.

The Accountants who audit such Financial Statements shall also prepare a separate compliance letter regarding the manner in which the City has carried out the accounting requirements of this Ordinance, which compliance letter may be prepared on a different basis than that of the Financial Statements.

It is further covenanted and agreed that a copy of such audited Financial Statements and compliance letter shall be furnished upon completion to any Bond Insurer and any registered owner of Outstanding Bonds who requests a copy thereof.

(f) The City will not sell, lease, loan, mortgage, or in any manner dispose of or encumber, the System (subject to the right of the City to issue Parity Bonds as provided in this Ordinance, to issue bonds subordinate to Outstanding Bonds, and to dispose of real or personal property which is no longer useful or necessary to the operation of the System), and the City will take no action in relation to the System which would unfavorably affect the security of the Outstanding Bonds or the prompt payment of the principal of and interest thereon.

(g) The City may consolidate or merge the Water System with the Sewer System; provided that no such consolidation or merger shall take effect unless, at the effective date of such consolidation or merger there shall be on file with the City and available for inspection by the registered owners of any Bonds or Parity Bonds (1) written evidence from the rating agency which has rated any of the Outstanding Bonds (or, if more than one rating agency shall have rated any of the Outstanding Bonds, rating agencies which have rated any of the Outstanding Bonds) to the effect that the consolidation or merger of the Water System with the Sewer System will result in a rating on the Outstanding Bonds at least equal to the then existing rating or ratings on such Outstanding Bonds, and (2) so long as any Bond Insurer has issued a Bond Insurance Policy, the written consent of such Bond Insurer. For the purposes of this subparagraph (g) the term "consolidate or merge" shall mean providing for the payment of the Outstanding Bonds and any indebtedness which has a lien on the revenues of the Water System from the combined revenues of the Water System and the Sewer System on and after a specified date. On and after such date the Water System and the Sewer System shall be combined and integrated for financial and operating purposes and for all purposes of the Ordinance.

(h) Any registered owner of a Bond may proceed with a civil action to compel performance of all duties required by law and this Ordinance, including the making and collecting of sufficient charges and rates for the service by the System, and the application of the income and revenue therefrom, provided, that, so long as the Bonds are insured by a Bond Insurance Policy and the Bond Insurer is not in default thereunder; the Bond Insurer, acting along, shall have the right to direct remedies with respect to the Bonds upon the failure of the City to perform such duties and the consent of the Bond Insurer shall be required to the commencement by any registered owner of a Bond of any such civil action.

(i) The City will either self-insure or carry insurance on the System of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the City for the purpose of making such recommendations. All moneys received for loss under such insurance policies shall be deposited in the Depreciation Improvement and Extension Account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or damage shall be made within ninety (90) days from the date of the loss.

The payment of premiums for all insurance policies obtained under the provisions of this covenant shall be considered an Operation and Maintenance Cost.

The proceeds derived from policies, if any, for workers' compensation or public liability shall be paid into the Operation and Maintenance Account and used in paying the claims on account of which they were received.

SECTION 5.2. The City shall promptly notify the Bond Insurer of the failure by the City to comply with any covenant contained in this Article V and in the event the failure by the City to comply with any such covenant requires payment under the Bond Insurance Policy the City shall cause the Bond Registrar to provide the Bond Insurer and its designated agent with the bond register maintained by the Bond Registrar.

ARTICLE VI.

Issuance of Parity Bonds.

SECTION 6.1. As long as there are any Outstanding Bonds, no obligations or bonds of any kind shall be issued which are payable from the Net Revenues and which share a pledge of and lien on the Net Revenues equal in all respects to the pledge and lien created by the Ordinance as security for the Outstanding Bonds, except upon compliance with one of the options (a) through (d) set out below:

(a) Parity Bonds may be issued for the purpose of paying the cost of repairs, replacement, renewals, improvements or extensions to the System, or for refunding or advance refunding Outstanding Bonds, in whole or in part, upon compliance with the following conditions:

(i) The amounts required to be credited to the respective Accounts described in subsections (a) to (d), inclusive, of Section 4.2 of this Ordinance must have been credited in full up to the date of the delivery of such Parity Bonds.

(ii) The amounts required to be credited to the Account described in subsection (b) of Section 4.2 of this Ordinance must have been credited in full up to the date of delivery of such Parity Bonds and the ordinance authorizing the issuance of such Parity Bonds must require either (A) the credit of sufficient proceeds of such Parity Bonds to such Account so as to maintain such Account equal to the Debt Service Reserve Requirement, or (B) require equal monthly credits to such Account during a period not exceeding 24 months following the delivery of such Parity Bonds sufficient to restore such Account to an amount equal to the Debt Service Reserve Requirement.

(iii) The Net Revenues of the System for the last completed Fiscal Year prior to the issuance of the Parity Bonds (as shown by the audit of a nationally recognized independent certified public accountant), or the adjusted Net Revenues of the System for such year (as defined herein), must equal at least 115% of the largest annual principal and interest requirement on all Outstanding Bonds computed on a pro-forma basis assuming the issuance of the proposed Parity Bonds, but only for those Fiscal Years in which the Outstanding Bonds immediately prior to such issuance will continue to be Outstanding Bonds as provided herein.

(iv) Net Revenues of the System may be adjusted as follows:

- (A) In the event there shall have been an increase in the rates of the System from the rates in effect for the preceding Fiscal Year, which increase is in effect at the time of the issuance of any such Parity Bonds, the Net Revenues as described hereinabove may be adjusted to reflect the Net Revenues of the System for the immediately preceding Fiscal Year as they would have been had said then existing rates been in effect during all of said Fiscal Year.
- (B) Any such adjustment shall be evidenced by the certificate of a nationally recognized independent consulting engineer or a nationally recognized independent certified public accountant employed for that purpose, which certificate shall be filed with and approved by the City Council prior to the sale of the proposed Parity Bonds.

(v) In estimating the adjusted Net Revenues and principal and interest requirements for all Outstanding Bonds for each of the Fiscal Years covered by any certificate required to be delivered by it, a nationally recognized independent consulting engineer or a nationally recognized independent certified public accountant shall include the adjusted principal and interest requirements on all Parity Bonds estimated to be Outstanding during each such Fiscal Year. With respect to any Parity Bonds which are not outstanding on the date such certificate is delivered but which are projected to be issued during the period covered by such certificate, the independent consulting engineer or certified public accountant shall estimate the principal and interest requirements on such Parity Bonds upon reliance upon a written estimate of such principal and interest requirements by the City's Financial Advisor which estimate shall include reasonable assumptions with respect to the interest rate or rates to be borne by such Bonds and the amounts and due dates of the principal requirements for such Bonds. With respect to any Outstanding Bonds which are Variable Rate Bonds, it shall be assumed that such Bonds bear interest at a fixed rate equal to the higher of (i) 9.2% and (ii) the highest variable rate borne over the preceding twenty four (24) months by Outstanding Bonds which are Variable Rate Bonds or, if no such Outstanding Bonds are Variable Rate Bonds at the time, by variable rate obligations for which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for any Variable Rate Bonds proposed to be issued.

(b) Parity Bonds may be issued to refund Outstanding Bonds if each annual principal and interest requirements on the Parity Bonds do not exceed each of the annual principal and interest requirements on the Outstanding Bonds to be refunded.

(c) Parity Bonds may be issued to refund Outstanding Bonds in order to avoid default in the payment of principal of or interest on Outstanding Bonds; provided, they are issued to avoid such default within one year of the date of the projected default; and, provided, further, that any Parity Bonds so issued shall not mature earlier than any then Outstanding Bonds the principal of which is not so refunded.

If Parity Bonds shall be issued under this Ordinance containing an option which requires the City or another party to purchase or redeem such Bonds at the election of the registered owner thereof at such time or times and in such amount or amounts as the registered owner thereof may elect, then the City shall furnish to the Bond Registrar an irrevocable letter of credit, surety bond, loan agreement, or other credit agreement, facility or insurance or guaranty arrangement in such an amount that would accommodate an election by all of the registered owners of such Bonds or Parity Bonds to purchase or redeem the entire aggregate outstanding principal amount of such Bonds or Parity Bonds.

SECTION 6.2. Other obligations, including bonds, may be issued payable from the revenues of the System which are subordinate to the pledge of Net Revenues for the payment of the Outstanding Bonds. Such obligations shall be payable from the Contingencies and Construction Reserve Account created in Section 4.2 of this Ordinance.

ARTICLE VII.

Sale of Bonds.

SECTION 7. The Comptroller is hereby authorized to sell all or any portion of the Bonds, with the concurrence of the Chairman of the Committee on Finance of the City Council, pursuant to a negotiated sale at a price of not less than 97% of par, exclusive of original issue discount, if any, and on such terms as he may deem to be in the best interests of the City; provided that the true interest cost for the Bonds shall not exceed the true interest cost specified therefor in Section 3.1 hereof. Subsequent to such sale, the Comptroller shall file in the office of the Clerk a notification of sale directed to the City Council setting forth the names of the purchasers of the Bonds, the terms of the sale, and the interest rate or rates on the Bonds, and thereafter the Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the Treasurer for delivery to the purchasers in accordance with the terms of sale.

ARTICLE VIII.

Use of Proceeds.

SECTION 8.1. The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest shall be credited to the Debt Service Account.

(b) A portion of the proceeds of the Bonds required to make the amount on deposit in the Debt Service Reserve Account equal to the Debt Service Reserve Requirement shall be credited to the Debt Service Reserve Account and deposited with a Depository designated by the Treasurer pursuant to the provisions of Article IV hereof.

(c) There shall be deposited with the Trustee under the Escrow Deposit Agreement described in Section 2.2 hereof an amount sufficient to purchase the U.S. Obligations (as defined in the Escrow Deposit Agreement) required pursuant to Section 2.02 of the Escrow Deposit Agreement to pay the 1982 Bonds currently outstanding.

(d) The remaining proceeds shall be set aside in a separate fund hereby created and designated as the "Construction Fund (1986)", which shall be held by the Treasurer. Money in said fund shall be withdrawn from time to time as needed to pay Project Cost. The Treasurer may create separate accounts within the Construction Fund (1986) as are needed for the accounting of the costs of issuance of the Bonds.

Disbursements shall be made from the Construction Fund for the purpose of constructing the Project, including paying costs of issuance of the Bonds, or otherwise incidental to the Bonds or the Project, and for which the principal proceeds are hereby appropriated. It is anticipated that the money received from the sale of the Bonds shall be used to provide funds for all or part of the Project Cost; provided, however, that the Department of Sewers of the City shall have the right, if it becomes necessary from time to time, and subject to the approval of the Comptroller and the Budget Director of the City, to revise the list of improvements, to change priorities, to revise cost allocations among improvements, and to make substitutions in order to meet current needs of the City and to provide for the efficient operation of the System.

SECTION 8.2. The City intends to enter into the Escrow Deposit Agreement with the Paying Agent (as defined in said Agreement), for the purpose of escrowing certain monies to provide for the payment of the 1982 Bonds as described in the Escrow Deposit Agreement.

Moneys in Funds and Accounts established under the ordinance securing the 1982 Bonds shall be used to provide for the payment of the 1982 Bonds, to pay Project Cost or used for any other legal purpose as shall be set forth in the Escrow Deposit Agreement and a certificate of the City signed by the Comptroller.

The Comptroller is hereby authorized and directed to apply the moneys in the funds and accounts established in the ordinance securing the 1982 Bonds to (and may adjust the above deposits as may be necessary in order to effect) the defeasance of the 1982 Bonds in compliance with Section 103(c) of the Internal Revenue Code, as amended, and the regulations thereunder. Any adjustments made to the above deposits shall be reflected in the arbitrage certificate of the City or the Escrow Deposit Agreement referred to above.

SECTION 8.3. Within sixty (60) days after completion of the Project as herein referred to, and after all costs have been paid in connection with the construction thereof, and if at that time any funds remain in said Construction Fund, the same shall be transmitted by said depository to the Treasurer of the City, and said Treasurer shall credit said funds to the Debt Service Reserve Account, or, if such account is fully funded, to the Contingencies and Construction Reserve Account.

Funds on deposit in the Construction Fund (1986) may be invested by the Treasurer in Permitted Investments; provided, such investments shall be scheduled to come due before needed to pay costs of the Project.

ARTICLE IX.

Provisions a Contract.

SECTION 9. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Outstanding Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Bonds.

ARTICLE X.

Discharge.

SECTION 10.1. The City may discharge its obligations under this Ordinance in any one or more of the following ways:

(a) By paying or causing to be paid the principal of, premium, if any, and interest on all of the Bonds outstanding as and when the same become due, either at maturity or by redemption prior to maturity; or

(b) By delivering to a paying agent for cancellation all Bonds outstanding; or

SECTION 10.2. 1. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the registered owners of all Outstanding Bonds the principal or redemption price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated in the Outstanding Bonds and in the Ordinance, then the pledge of the Net Revenues and other moneys and securities pledged under the Ordinance and all covenants, agreements and other obligations of the City to the registered owners of the Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Fiduciaries shall cause an accounting for such period or periods as shall be requested by the City to be prepared and filed with the City and, upon the request of the City, shall execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the City all moneys or securities held by them pursuant to the Ordinance which are now required for the payment of principal or redemption price, if applicable, on Bonds not theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the registered owners of the Outstanding Bonds of a particular series, or of a particular maturity or particular Outstanding Bonds within a maturity within a series, the principal or redemption price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Ordinance, such Outstanding Bonds shall cease to be entitled to any lien, benefit or security under the Ordinance, and all covenants, agreements and obligations of the City to the registered owners of such Outstanding Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Principal and interest on Outstanding Bonds

paid by a Bond Insurer shall not be deemed paid with the meaning of this Section 10.2 and shall remain outstanding until paid by the City.

2. Outstanding Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section. Subject to the provisions of subsection 3 through subsection 5 of this Section, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section if (a) in case any of said Outstanding Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Paying Agent instructions accepted in writing by the Paying Agent to mail, or cause the Bond Registrar to mail, as provided in Article III notice of redemption of such Outstanding Bonds (other than Outstanding Bonds which have been purchased by the Paying Agent at the direction of the City or purchased or otherwise acquired by the City and delivered to the Paying Agent as hereinafter provided prior to the mailing of such notice of redemption) on said date, (b) there shall have been deposited with the Paying agent either moneys in an amount which shall be sufficient, or Permitted Investments (including any Permitted Investments issued or held in book-entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, to pay when due the principal or redemption price, if applicable and without the need for any reinvestment, and interest due and to become due on said Outstanding Bonds on or prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Outstanding Bonds are not by their terms subject to redemption within the next succeeding 60 days, the City shall have given the Paying Agent in form satisfactory to it instructions to mail, or cause the Bond Registrar to mail, a notice to the registered owners of such Outstanding Bonds that the deposit required by (b) above has been made with the Paying Agent and that said Outstanding Bonds are deemed to have been paid in accordance with this Section 10.2 and stating such maturity or redemption date upon which moneys are expected, subject to the provisions of subsection 5 of this Section 10.2, to be available for the payment of the principal or redemption price, if applicable, on said Outstanding Bonds (other than Outstanding Bonds which have been purchased by the Paying Agent at the direction of the City or purchased or otherwise acquired by the City and delivered to the Paying Agent as hereinafter provided prior to the mailing of the notice of redemption referred to in clause (a) hereof). Any notice of redemption mailed pursuant to the preceding sentence with respect to Outstanding Bonds which constitute less than all of the Outstanding Bonds of any maturity within a series shall specify the letter and number or other distinguishing mark of each such Outstanding Bond. The Paying Agent shall, as and to the extent necessary, apply moneys held by it pursuant to this Section 10.2 to the retirement of said Outstanding Bonds in amounts equal to the unsatisfied balances of any sinking fund installments with respect to such Outstanding Bonds, all in the manner provided in the Ordinance. The Paying Agent shall, if so directed by the City (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 10.2 which are not to be redeemed prior to their maturity date or (ii) prior to the mailing of the notice of redemption referred to in clause (a) above with respect to any Outstanding Bonds deemed to have been paid in accordance with this Section 10.2 which are to be redeemed on any date prior to their maturity, apply moneys

deposited with the Paying Agent in respect of such Outstanding Bonds and redeem or sell Permitted Investments so deposited with the Paying Agent and apply the proceeds thereof to the purchase of such Outstanding Bonds and the Bond Registrar shall immediately thereafter cancel all such Outstanding Bonds purchased; provided, however, that the moneys and Permitted Investments remaining on deposit with the Paying Agent after the purchase and cancellation of such Outstanding Bonds shall be sufficient to pay when due the principal installment or redemption price, if applicable, and interest due or to become due on all Outstanding Bonds, in respect of which such moneys and Permitted Investments are being held by the Paying Agent on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time (i) prior to the maturity date of Outstanding Bonds deemed to have been paid in accordance with this Section 10.2 which are not to be redeemed prior to their maturity date or (ii) prior to the mailing of the notice of redemption referred to in clause (a) with respect to any Outstanding Bonds deemed to have been paid in accordance with this Section 10.2 which are to be redeemed on any date prior to their maturity, the City shall purchase or otherwise acquire any such Outstanding Bonds and deliver such Outstanding Bonds to the Bond Registrar prior to their maturity date or redemption date, as the case may be, the Bond Registrar shall immediately cancel all such Outstanding Bonds so delivered; concurrently with such delivery of Outstanding Bonds to the Bond Registrar the City shall direct the Paying Agent as to the manner in which such Outstanding Bonds are to be applied against the obligation of the Paying Agent to pay or redeem Outstanding Bonds deemed paid in accordance with this Section 10.2. The directions given by the City to the Paying Agent referred to in the preceding sentences shall also specify the portion, if any, of such Outstanding Bonds so purchased or delivered and cancelled to be applied against the obligation of the Paying Agent to pay Bonds deemed paid in accordance with this Section 10.2 upon their maturity date or dates and the portion, if any, of such Outstanding Bonds so purchased or delivered and cancelled to be applied against the obligation of the Paying Agent to redeem Bonds deemed paid in accordance with this Section 10.2 on any date or dates prior to their maturity. In the event that on any date as a result of any purchases, acquisitions and cancellations of Outstanding Bonds as provided in this Section 10.2 the total amount of moneys and Permitted Investments remaining on deposit with the Paying Agent under this Section 10.2 is in excess of the total amount which would have been required to be deposited with the Paying Agent on such date in respect of the remaining Outstanding Bonds in order to satisfy subclause (b) of this subsection 2 of Section 10.2, the Paying Agent shall, if requested by the City, pay the amount of such excess to the City free and clear of any trust, lien, pledge or assignment securing said Outstanding Bonds or otherwise existing under this Ordinance. Except as otherwise provided in this subsection 2 of Section 10.2 and in subsection 3 through subsection 5 of this Section 10.2, neither Permitted Investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such Permitted Investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Outstanding Bonds; provided that any cash received from such principal or interest payments on such Permitted Investments deposited with the Paying Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the City as received by the Paying Agent, free and clear of any trust, lien or pledge securing said Outstanding Bonds or otherwise existing under the Ordinance, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Permitted Investments maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on

said Outstanding Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestment shall be paid over to the City, as received by the Paying Agent, free and clear of any trust, lien, pledge or assignment securing said Outstanding Bonds or otherwise existing under the Ordinance. For the purposes of this Section, Permitted Investments shall mean and include only (x) such securities as are described in clauses (a) and (b) of the definition of "Permitted Investments" in Section 1.1 hereof which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (y) upon compliance with the provisions of subsection 4 of this Section 10.2, such securities as are described in clauses (a) and (b) of the definition of Permitted Investments which are subject to redemption prior to maturity at the option of the issuer thereof on a specified date or dates.

3. Permitted Investments described in clause (y) of subsection 2 of Section 10.2 may be included in the Permitted Investments deposited with the Paying Agent in order to satisfy the requirements of clause (b) of subsection 2 of Section 10.2 only if the determination as to whether the moneys and Permitted Investments to be deposited with the Paying Agent in order to satisfy the requirements of such clause (b) would be sufficient to pay when due either on the maturity date thereof or, in the case of any Outstanding Bonds to be redeemed prior to the maturity date thereof, on the redemption date or dates specified in any notice of redemption to be mailed by the Paying Agent in accordance with subsection 2 of Section 10.2, the principal and redemption price, if applicable, and interest on the Outstanding Bonds which will be deemed to have been paid as provided in subsection 2 of Section 10.2 is made both (i) on the assumption that the Permitted Investments described in clause (y) were not redeemed at the option of the issuer prior to the maturity date thereof and (ii) on the assumptions that such Permitted Investments would be redeemed by the issuer thereof at its option on each date on which such option could be exercised, that as of such date or dates interest ceased to accrue on such Permitted Investments and that the proceeds of such redemption would not be reinvested by the Paying Agent.

4. In the event that after compliance with the provisions of subsection 3 of Section 10.2 the Permitted Investments described in clause (y) of subsection 2 of Section 10.2 are included in the Permitted Investments deposited with the Paying Agent in order to satisfy the requirements of clause (b) of subsection 2 of Section 10.2 and any such Permitted Investments are actually redeemed by the issuer thereof prior to their maturity date, then the Paying Agent at the direction of the City, provided that the aggregate of the moneys and Permitted Investments to be held by the Paying Agent, taking into account any changes in redemption dates or instructions to give notice of redemption given to the Paying Agent by the City in accordance with subsection 5 of Section 10.2, shall at all times be sufficient to satisfy the requirements of clause (b) of subsection 2 of Section 10.2, shall reinvest the proceeds of such redemption in Permitted Investments.

5. In the event that after compliance with the provisions of subsection 3 of Section 10.2 the Permitted Investments described in clause (y) of subsection 2 of Section 10.2 are included in the Permitted Investments deposited with the Paying Agent in order to satisfy the requirements of clause (b) of subsection 2 of Section 10.2, then any notice of redemption to be mailed by the Paying Agent and any set of instructions relating to a notice of redemption given to the Paying Agent may provide, at the option of the City, that any redemption date or dates in respect of all or any portion of the Outstanding Bonds to be redeemed on such date or dates may at the option of the City be changed to any other

permissible redemption date or dates and that redemption dates may be established for any Outstanding Bonds deemed to have been paid in accordance with this Section 10.2 upon their maturity date or dates at any time prior to the actual mailing of any applicable notice of redemption in the event that all or any portion of any Permitted Investments described in clause (y) of subsection 2 of Section 10.2 have been called for redemption pursuant to an irrevocable notice of redemption or have been redeemed by the issuer thereof prior to the maturity date thereof; no such change of redemption date or dates or establishment of redemption date or dates may be made unless taking into account such changed redemption date or dates or newly established redemption date or dates the moneys and Permitted Investments on deposit with the Paying Agent including any Permitted Investments deposited with the Paying Agent in connection with any reinvestment of redemption proceeds in accordance with subsection 4 of Section 10.2 pursuant to clause (b) of subsection 2 of Section 10.2 would be sufficient to pay when due the principal and redemption price, if applicable, and interest on all Outstanding Bonds deemed to have been paid in accordance with subsection 2 of Section 10.2 which have not as yet been paid.

6. Anything in the Ordinance to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Outstanding Bonds which remain unclaimed for six years after the date when such Outstanding Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Outstanding Bonds became due and payable, shall, at the written request of the City, be repaid by the Fiduciary to the City, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the registered owners of such Outstanding Bonds shall look only to the City for the payment of such Outstanding Bonds: provided, however, that before being required to make any such payment to the City the Fiduciary shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in a financial newspaper or newspapers customarily published at least once a day for at least five days (other than legal holidays) in each calendar week printed in the English language and of general circulation in the Borough of Manhattan, City and State of New York and in Chicago, Illinois, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the City.

ARTICLE XI.

General Provisions.

SECTION 11.1. This Ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such action and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance and the Bonds.

SECTION 11.2. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds, whether in

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

SECTION 11.3. To the extent that any ordinance, resolution, provision of the Municipal Code of Chicago, rule or order, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. This Ordinance is declared to be a matter on which expeditious consideration is required in order that the City be in a position to offer the Bonds in the municipal bond market whenever conditions are most advantageous to achieve maximum debt service savings. 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.

SECTION 11.4. This Ordinance shall be published by the City Clerk by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance will be in full force and effect from and after its adoption, approval by the Mayor, and publication as provided by law.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR
FUEL TAX FUNDS FOR VARIOUS
PROJECTS.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing the allocation of Motor Fuel Tax Funds for various projects.

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

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

Nays -- None.

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

*Funds Authorized for Repairs to Pavements in
Improved Streets, County or State
Highways During Year 1986.*

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

SECTION 1. That authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1986 and ending December 31, 1986 by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$5,958,781 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$5,958,781 for repairs to pavements in Improved Streets, County Highways or State Highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1986 and ending December 31, 1986.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

*Funds Authorized for Snow and Ice Control Maintenance of
Improved Streets, County Highways and State
Highways During 1986.*

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$3,362,468 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1986 and ending December 31, 1986.

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

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

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

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

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

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

*Funds Authorized for Street Light Energy Costs on
Improved Streets, County Highways and State
Highways During 1986.*

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to pay street light energy costs on streets through the City for the period from January 1, 1986 to and including December 31, 1986, at a cost of \$3,697,125 to be paid for out of that part of the Motor Fuel Funds which have been or may be allotted to the City of Chicago.

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

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

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

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

SECTION 6. The City Clerk is 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 Department of Transportation.

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

AUTHORITY GRANTED FOR TRANSFER OF FUNDS IN
COMMISSION ON ANIMAL CARE
AND CONTROL.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1986. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1986 payable from such appropriations.

FROM:

Account	Number	Amount
Gasoline	100-4710-230	\$4,000
Communication Devices	100-4710-423	\$2,000

TO:

Account	Number	Amount
Equipment for Buildings	100-4710-410	\$6,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funds to purchase two (2) personal computers with two (2) Floppy Disk Drives - 640 K and two (2) printers.

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR TRANSFER OF FUNDS IN
DEPARTMENT OF STREETS AND
SANITATION.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1986. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1986 payable from such appropriations.

FROM:

Account	Number	Amount
Salaries and Wages on Payroll	100-5416-005	\$109,300

TO:

Account	Number	Amount
Rental of Equipment and Services	100-5416-157	\$109,300

SECTION 2. That the sole purpose of this transfer of funds is to provide funding necessary for the rental of replacement trucks in the Department of Streets and Sanitation.

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

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

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

Nays -- None.

APPROVAL GIVEN TO APPOINTMENT OF ALLISON S.
DAVIS AS COMMISSIONER OF PUBLIC
BUILDING COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, August 28, 1986

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication authorizing the appointment of Allison S. Davis as a Commissioner of the Public Building Commission for a term ending September 30, 1989 to succeed David Meltzer, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the said proposed appointment of Allison S. Davis as a Commissioner of the Public Building Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

APPROVAL GIVEN TO APPOINTMENT OF REVEREND
ARTHUR BRAZIER AS COMMISSIONER OF
PUBLIC BUILDING COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication authorizing the appointment of Rev. Arthur Brazier as a Commissioner of the Public Building Commission for a term ending September 30, 1989 to succeed John Weithers, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the said proposed appointment of Reverend Arthur Brazier as a Commissioner of the Public Building Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

AUTHORITY GRANTED FOR 1986 TAX LEVY FOR
SPECIAL SERVICE AREA NUMBER THREE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a year 1986 tax levy for Special Service Area Number Three in the amount of \$176,626.21.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1986 a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), in and for that part of the City of Chicago in

the area wholly or partially fronting on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue from 62nd Street to 64th Street; and on Western Avenue from 61st Street to 64th Street for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Three"; that the ordinance creating such Special Service Area Number Three authorized the levy of annual taxes on all taxable property within said area to provide special services to that area in addition to services provided by and to the City of Chicago generally; and special services will include but not be limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that such special annual tax will not exceed an annual rate of one and twenty-five one hundredths percent (1.25%) of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area Number Three provided for the appointment of the Chicago Southwest Business Growth Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within such special service area; that the Chicago Southwest Business Growth Area Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Three for the fiscal year commencing January 1, 1987 and has further advised the Mayor and the City Council concerning the annual special taxes necessary to be levied in said Special Service Area Number Three for the tax year 1986 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number Three, which said special services are unique to said area and are in addition to services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1987 AND
ENDING DECEMBER 31, 1987.

Expenditures.

Administrative Expense	\$101,626.21
Personnel	69,448.31
Chamber of Commerce Staff	13,946.40
Rent	5,445.00
Alarm Service and Maintenance	819.50
Utilities-Gas and Electric	2,420.00
Telephone	4,840.00
Outside Service	550.00

Audit Fees.	1,000.00
Printing	2,904.00
Miscellaneous	253.00
Project Expenses	\$75,000.00
Promotions	45,000.00
Maintenance	20,000.00
Development	10,000.00
Total Expenses	\$176,626.21

Source of Funds

Tax Levy	\$176,626.21

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on October 31, 1983, establishing the "City of Chicago Special Service Area Number Three" the sum of \$176,626.21 as a special tax for the tax year 1986 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Three.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1986 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Three, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of one and twenty-five one hundredths percent (1.25%) of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, 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. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR 1986 TAX LEVY FOR
SPECIAL SERVICE AREA NUMBER
FOUR.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a tax levy for the tax year 1986 for Special Service Area Number Four in the amount of \$50,000.

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

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

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on November 28, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), in and for that part of the City of Chicago in the area bounded by Western Avenue on the west, Ashland Avenue on the east and fronting on 95th Street on both north and south sides for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Four"; that the ordinance creating such Special Service Area Number Four authorized the levy of annual taxes on all taxable property within said area to provide special services to that area in addition to services provided by and to the City of Chicago generally; and special services will include but not be limited to recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development: provided that such special annual tax will not exceed an annual rate of two percent (2%) of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area Number Four provided for the appointment of the 95th Street Special Service Area Commission for the purpose of recommending to the Mayor and to City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within such special service area; that the 95th Street Special Service Area Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Four for the fiscal year commencing January 1, 1987 and has further advised the Mayor and the City Council

concerning the annual special taxes necessary to be levied in said Special Service Area Number Four for the tax year 1986 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number Four, which said special services are unique to said area and are in addition to services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

FOR THE FISCAL YEAR BEGINNING JANUARY 1,
1987 AND ENDING DECEMBER 31, 1987.

Expenditures

Personnel	\$25,000.
Administrative Expenses	5,000.
Insurance	2,000.
Snowplowing/Maintenance	8,000.
Security	5,000.
Seasonal Decorations/ Promotions	<u>5,000.</u>
TOTAL EXPENSES	\$50,000.

Source of Funds

Tax Levy	\$50,000.

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on November 28, 1983, establishing the "City of Chicago Special Service Area Number Four" the sum of \$50,000 as a special tax for the tax year 1986 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Four.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1986 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Four, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of two percent (2%) of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, 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. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR 1986 TAX LEVY FOR
SPECIAL SERVICE AREA NUMBER FIVE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a tax levy for the tax year 1986 for Special Service Area Number Five in the amount of \$180,000.

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

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

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1986 a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), in and for that part of the City of Chicago in the area fronting wholly or in part on South Commercial Avenue from 87th Street to South

Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston Avenue for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Five"; that the ordinance creating such Special Service Area Number Five authorized the levy of annual taxes on all taxable property within said area to provide special services to that area in addition to services provided by and to the City of Chicago generally; and special services will include vaulted sidewalk reconstruction and maintenance to the public way to include snow removal and sidewalk sweeping and may include, but are not limited to recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities, and other technical assistance activities to promote commercial and economic development; provided that such special annual tax will not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area Number Five provided for the appointment of the Commercial Avenue Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within such special service area; that the Commercial Avenue Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Five for the fiscal year commencing January 1, 1987 and has further advised the Mayor and the City Council concerning the annual special taxes necessary to be levied in said Special Service Area Number Five for the tax year 1986 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number Five which said special services are unique to said area and are in addition to services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1987 AND
ENDING DECEMBER 31, 1987.

Expenditures

Management Expenses:	\$106,000
Sidewalk maintenance	10,000
Promotions	5,000
Insurance	4,000
Supplies and Postage	1,000
Management fee	6,000
Consultant for revitalization plan	40,000
Security during construction	40,000

Project Expenses:	\$575,000
Initial principal reduction	500,000
Debt service, principal and interest	70,000
Additional principal reduction from interest earned	5,000
Debt Service Reserve	26,110

Source of Funds

Opening balance reserved for principal reduction	\$522,110
Interest income	5,000
Tax Levy	180,000
TOTAL	\$707,110

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on October 31, 1983, establishing the "City of Chicago Special Service Area Number Five" the sum of \$180,000 as a special tax for the tax year 1986 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Five.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1986 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Five, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, 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. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR 1986 TAX LEVY FOR
SPECIAL SERVICE AREA NUMBER SIX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a tax levy for the tax year 1986 for Special Service Area Number Six in the amount of \$142,976.69.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

Alderman Laurino and Alderman O'Connor were excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on December 28, 1984, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), in and for that part of the City of Chicago which wholly or partially fronting the Chicago River; Kedzie Avenue from the alley north of Lawrence Avenue to Montrose Avenue; Kimball Avenue from the alley north of Lawrence Avenue to Leland Avenue; Pulaski Road from Foster Avenue to Montrose Avenue, excepting those properties on the west side of Pulaski Road which lie south of tax parcel 13-15-207-042, and north of Wilson Avenue, and excepting those properties on the west side of Pulaski Road south of tax parcel 13-15-239-038 and north of Montrose Avenue, for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Six"; that the ordinance creating such Special Service Area Number Six authorized the levy of annual taxes on all taxable property within said area to provide special services to that area in addition to services provided by and to the City of Chicago generally; and special services will include but not be limited to recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that such special annual tax will not exceed an annual rate of forty-nine one hundredths of one percent (.0049%) of the assessed value, as equalized, of the real

property within the Special Service Area; that the ordinance creating such Special Service Area Number Six provided for the appointment of the Albany Park/Mayfair Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within such special service area; that the Albany Park/Mayfair Special Service Area Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Six for the fiscal year commencing January 1, 1987 and has further advised the Mayor and the City Council concerning the annual special taxes necessary to be levied in said Special Service Area Number Six for the tax year 1986; that said Commission has authorized a decrease in the tax rate of said special tax for year 1986 to forty-eight one hundredths of one percent (.0048%) of assessed value, as equalized, of real property within the Special Service Area for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number Six which said special services are unique to said area and are in addition to services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

FOR THE FISCAL YEAR BEGINNING JANUARY 1, 1987 AND
ENDING DECEMBER 31, 1987.

Expenditures

Business Development (expansion of existing businesses and recruitment of merchants to meet neighborhood shopping needs)	\$ 33,973.26
Street fairs, promotions and other community outreach activities	14,172.63
Financial services including rehabilitation loans or new construction loan processing to support community plans established by the residents and business people for economic development purposes	32,743.92
Planning and implementation of improvements to support neighborhood revitalization (includes commercial district development activities to reverse blight)	26,836.62

Management Assistance, Administration and Neighborhood Coordination activities	<u>35,250.26</u>
TOTAL EXPENSES	\$142,976.69

Source of Funds

Tax Levy at the rate of
forty-eight one hundredths of
one percent (.0048%) of
assessed value, as equalized, of
real property within the Special

Service Area.	\$142,976.69

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on December 28, 1984, establishing the "City of Chicago Special Service Area Number Six", the sum of \$142,976.69 as a special tax for the tax year 1986 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Six.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1986 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Six, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of forty-eight one hundredths of one percent (.0048%) of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, 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. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR AMENDMENT OF LOAN
AGREEMENT WITH SOUTH CHICAGO
SAVINGS BANK RELATING
TO SPECIAL SERVICE
AREA NUMBER FIVE
IMPROVEMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the amendment of a loan agreement between the City of Chicago and South Chicago Savings Bank relating to Special Service Area Number Five improvements.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago 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, Pursuant to the provisions of Section 6 (L) of Article VII of the Illinois Constitution of 1970 and Chapter 120, Paragraph 1301, *et seq.* of Illinois Revised Statutes entitled "An Act to provide the manner of levying or imposing taxes for the provision of special service areas within the boundaries of home rule units and non-home rule municipalities and counties," the City of Chicago is authorized to create special service areas within the City; and

WHEREAS, On October 31, 1983, a Special Service Area to be known and designated as "City of Chicago Special Service Area Number Five" was established; and

WHEREAS, The boundaries of Special Service Area Number Five consist of the area fronting wholly or in part on South Commercial Avenue from 87th Street to South Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston Avenue; and

WHEREAS, It is deemed to be necessary, essential and for the best interests of the inhabitants of the City of Chicago and necessary for the welfare of the government and affairs of the City of Chicago to enter into a loan agreement with South Chicago Savings

Bank in the amount of \$1,048,225 for the purpose of providing funds for vaulted sidewalk reconstruction in said special service area; and

WHEREAS, On May 14, 1986, the City Council of the City of Chicago authorized the execution of a loan agreement with South Chicago Savings Bank; and

WHEREAS, In order to provide to the full extent the additional services contemplated by the creation of Special Service Area Number Five it is deemed necessary that the loan agreement with the South Chicago Savings Bank be amended; now, therefore,

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

SECTION 1. The City Council hereby finds all the recitals contained in the preambles to the ordinance are true and correct and does hereby incorporate them into this ordinance by this reference.

SECTION 2. The City Council ordinance approved on May 14, 1986, authorizing the execution of a loan agreement with South Chicago Savings Bank (the "Ordinance") is hereby amended by deleting the language bracketed and inserting the language in italics in the Loan Agreement attached to the Ordinance as follows:

Article III.

Section 3.3.

- [(d) That in his reasonable judgment and based on good faith estimates, the cost of completing the Project, less the sum of One Million Seven Hundred Thirty Thousand and no/100 (\$1,730,000.00) Dollars which Borrower has agreed to advance from its own funds, will not exceed the amount of funds disbursed and remaining to be disbursed under the loan.

All moneys (including moneys earned pursuant to the provisions of Section 3.8 hereof) remaining in the Special Account, either before or after certification of the Completion Date and after payment of the Costs of Construction then due and payable, shall only be applied to the principal and interest payments on the Note as same become due.]

Section 3.4.

Upon receipt of a requisition signed by the Authorized Borrower's Representative for *payment of costs for the Project which is approved by the Commissioner of the Department of Economic Development*, Lender shall make disbursement from the Special Account provided said requisition states:

- (e) That contemporaneously with the requisition made under this section, Borrower has also paid *from its own funds* an amount [equal to twice the amount provided for in the requisition] *which equals its pro-rata share of the costs for the Project based upon the percentage arrived at by subtracting the amount of the Loan from the total estimated cost of the Project and dividing said sum by the total estimated costs of the Project.* [from its own funds for the costs of the Project.]

In connection with any other disbursements from the Special Account for the items as described in Section 5.1 hereof and subject to Lender's approval of same as described in Section 5.1, a signed disbursement request signed only by the Authorized Borrower Representative which shall contain the requisition number, the amount of the requisition, and describe the parties to whom said funds are to be paid, shall be submitted to Lender at the time of each disbursement.

Article V.

Section 5.1.

- (d) Insure that the taxes collected as described herein shall be used [for no purpose other than] to repay [ment of] the Loan and accrued interest thereon. *To the extent such taxes collected and any interest earned thereon exceed a sum sufficient to pay amounts due in each year of the Loan and accrued interest and to provide for a reserve in an amount reasonably requested by Lender and budgeted by the Commission sufficient to allow for the repayment of the Loan in accordance with the terms of the Note, such taxes may be used by the Borrower for the purpose of providing funds for repairing vaulted sidewalks in said special service area, including curbing, lighting and landscaping, the provision of maintenance services to the public way, including snow removal and sidewalk sweeping, and may include recruitment of new business to the area, loan packaging services, including legal fees and costs, rehabilitation activities, coordinated promotional and advertising activities, and other technical assistance activities to promote local economic development.*

SECTION 3. The Mayor and City Comptroller are hereby authorized to execute and the City Clerk or Deputy Clerk authorized to attest the loan agreement with South Chicago Savings Bank.

SECTION 4. All ordinances, orders and resolutions or parts thereof in conflict herewith be and same are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be effective upon its passage and publication

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

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement with K. R. Industries, Inc., located at 200-204 North Artesian Avenue, in the amount of \$45,000.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development ("Plan") has been approved by the United States Department of Commerce, and the Economic Development Administration of the United States Department of Commerce has granted funds in the amount of \$7,700,000.00 for the funding of the Plan which, among other things, provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

WHEREAS, K. R. Industries, Inc. ("Purchaser") has requested City assistance in acquiring realty located at 200-204 North Artesian, Chicago, Illinois ("the Property"), by providing funds from the Plan to write-down the cost of the Property \$.50 per square foot (approximately \$45,000.00); and

WHEREAS, Purchaser has represented that the Property will be used as a sporting goods manufacturing facility which will result in the retention of 118 permanent jobs and create twelve (12) new, permanent jobs; and

WHEREAS, The Economic Development Commission, pursuant to the Plan, by resolution dated July 16, 1986, approved Purchaser's request; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute a Redevelopment Agreement which will obligate the City of Chicago to assist K. R. Industries, Inc. in the acquisition of approximately 89,892 square feet of property located at 200- 204 North Artesian, Chicago, Illinois, by providing a land write-down of \$.50 per square foot (approximately \$45,000).

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

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

Exhibit A (Redevelopment Agreement) attached to this ordinance reads as follows:

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), K.R. Industries, Inc., an Illinois corporation with offices at 1151 West Roscoe, Chicago, Illinois ("Purchaser") and Chicago Title and Trust Company not personally, but solely as trustee under Trust No. 48350 with offices at 111 West Washington Street, Chicago, Illinois 60602 ("Seller").

Recitals:

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

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

Whereas, Seller and Purchaser have executed an agreement dated March 19, 1986 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 200-204 North Artesian, Chicago, Illinois ("Property") for the total amount of \$750,000, on which Purchaser will operate a manufacturing and distributing center of sporting goods and expand its current manufacturing operations ("Project"); and

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

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated July 16, 1986, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 118 permanent jobs, and create an estimated 12 new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

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

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of

closing a sum equal to \$.50 times the total square footage of the Property as determined by a plat survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall: (i) equip the 71,500 square foot building which is located on an 89,892 square foot parcel of land so as to adapt the building to its intended use as a new sporting goods manufacturing facility; (ii) develop plans and specifications for the expansion in conformity with all applicable state and local laws and regulations; (iii) use the property in accordance with applicable zoning laws; and (iv) complete the aforesaid expansion no later than December 31, 1988.

Section IV. Employment.

Developer shall use its best efforts to increase its total employment to approximately 130 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

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

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

(c) The sale and conveyance shall, in any event, be closed no later than December 30, 1986.

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

Section VI. Evidence of Financing.

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

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than December 30, 1986.

Section VIII. Time of the Essence.

Time is of the essence in this Agreement.

Section IX. Certificate of Completion.

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

Section X. Transfer or Abandonment of Property.

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

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

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

Section XI. Limitation Upon Encumbrance of Property.

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

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not

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

Section XIII. Enforced Delay in Performance.

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

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

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

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

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

Section XV. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

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

Section XVII. Default.

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

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipt of the aforesaid notice, by the Purchaser, Purchaser shall upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans.

(c) Notwithstanding anything herein to the contrary, Seller shall not be liable for any default of this Agreement except a default of Seller under the Sale Contract.

Section XIX. Non-discrimination.

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

Section XX. Equal Employment Opportunity.

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

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

employees and applicants for employment. notices setting forth the provisions of this nondiscrimination clause.

(b) Purchaser will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, handicap or national origin.

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XXI. Miscellaneous.

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

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

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

If to Purchaser:	KR Industries, Incorporated 200-204 North Artesian Chicago, Illinois 60612

If to Seller:	Chicago Title and Trust Company, not personally but solely as trustee under Trust 48350 111 West Washington Street Chicago, Illinois 60602

With Copy To:	Joseph Grias, Edward Grias and Lyllian Braun c/o Neiman and Grias 175 North Franklin Chicago, Illinois 60606

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

Nays -- None.

The following is said ordinance as passed:

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

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

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

WHEREAS, The Cyril Court Partnership, whose general partners are Raymond H. Stender, Joseph Maslov, Leo M. Furie, Robert Simon, Burton Stender and RMB Partnership (the "Developer") wishes to secure financing for the acquisition, rehabilitation and equipping of an approximately 204 unit, Section 8 residential rental housing project to be located at 7130 and 7150-7156 South Cyril Court (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, rehabilitation and equipping of such Project; and

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

WHEREAS, On December 17, 1985, the U. S. House of Representatives passed legislation known as the "Tax Reform Act of 1985" ("H. R. 3838") which pending legislation presently has an effective date of January 1, 1986; and

WHEREAS, If H. R. 3838 or equivalent legislation, as contemplated, is enacted into law in substantially its present form, it would have a chilling effect on the City's ability to issue tax-exempt revenue bonds for multi-family residential rental projects and revenue bond financing for this Project as now envisioned; and

WHEREAS, In order to satisfy the present requirements of the Internal Revenue Service regulations pertaining to tax-exempt bonds, and any other and subsequent requirements,

whether regulatory or statutory, relating to the intent of the City to provide financing for the Project, it is necessary and desirable that the City Council of the City adopt this ordinance; and

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

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

SECTION 1. This City Council hereby determines that the assistance of the Developer through the issuance of revenue bonds in an amount not to exceed \$6,000,000, the proceeds of which would be used for the acquisition, rehabilitation and equipping of the Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. The City hereby agrees, subject to compliance with all requirements of federal, state and local law, and such further requirements of the City and the Department of Housing, to use its best efforts to provide revenue bond financing for the Project, in an amount not to exceed \$6,000,000, on terms and conditions mutually acceptable to the City and the Developer, which terms and conditions shall be subject to City Council approval.

SECTION 3. In the event that a) H. R. 3838 is enacted into law in substantially its present form or in the form of equivalent legislation, or b) the City and the Developer fail to agree to mutually acceptable terms and conditions within twelve months from the date hereof, or from the date of any subsequent ordinance of intent which amends this ordinance, this ordinance shall be of no further force or effect.

SECTION 4. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or the Commissioner's designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of 1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982.

SECTION 5. The action of the City in passing this ordinance, in carrying out the provisions of this ordinance or in determining not to provide revenue bond financing for the Project, shall not result in any liability, pecuniary or otherwise, on the part of the City.

SECTION 6. This ordinance shall be in full force and effect from and after its passage.

AUTHORITY GRANTED FOR EXECUTION OF MASTER LOAN
AGREEMENT WITH ILLINOIS DEVELOPMENT FINANCE
AUTHORITY CONCERNING CERTAIN LOANS
FOR 36 HOUSING PROJECTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Master Loan Agreement with the Illinois Development Finance Authority and providing authorization for final Illinois Housing Partnership loan, Community Development Block Grant Multi-loan and City Rental Rehabilitation loan commitments.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

The following is said ordinance as passed:

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

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

WHEREAS, The State of Illinois, acting through the Illinois Development Finance Authority (the "Authority"), pursuant to authority granted it in the Illinois Development Finance Authority Act, Illinois Revised Statutes Chapter 48, §850.01 *et seq.*, as amended, has created the Illinois Housing Participation Program (the "Illinois Housing Participation Program"), in Section 850.07 (o) of the Act, which program among other things, provides for loans to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are available for rent primarily to low and moderate income persons; and

WHEREAS, The Authority has agreed to loan the City (the "Borrower") a zero percent loan in the amount of \$5,000,000.00 to enable the Borrower to finance or reimburse the primary developers and other project participants for a portion of the cost of the project, such loan being subject to the terms and conditions of the City, and for the purposes of making funds available to owners of rental properties containing five or more dwelling units; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of thirty-six (36) low interest rehabilitation loans to be funded in part with Illinois Housing Participation Programs funds where said funds, when loaned, will leverage \$7.00 in private investment for every \$3.00 in Program Funds. A total of 783 dwelling units will

be rehabilitated, as more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The Illinois Development Finance Authority Act requires that the City Council of the City approve the submission of projects for funding under the Illinois Housing Participation Program; and

WHEREAS, On July 9, 1986 the City Council granted authority to the Commissioner of the Department of Housing to submit the loans listed on Exhibit A to the Authority for their consideration; and

WHEREAS, At the Authority's meeting on August 20, 1986 the Authority approved the loans shown on Exhibit A, and approved a Master Loan Agreement between the City and the Authority, attached to this ordinance as Exhibit B, which would govern the operation of this program; and

WHEREAS, Certain of the developments which are to receive Illinois Housing Participation Program loans are also developments for which the City wishes to make either Community Development Block Grant Multi-Loans or Department of Housing Rental Rehabilitation loans; and

WHEREAS, Expeditious consideration of this ordinance is necessary and desirable and in the best interest of the City; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to execute on behalf of the City a Master Loan Agreement, substantially in the form of Exhibit B.

SECTION 2. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amounts listed therein, with such loan commitments to be in the various amounts shown for Illinois Housing Partnership Program loans, Community Development Block Grant Multi-loans and Department of Housing Rental Rehabilitation Loans.

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

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

Exhibit A.

Owner/Borrower Address/No. D.U.'s (D.U. set aside for low and moderate persons)	Private Financing	I.H.O.P. ¹ Multi Program ² Rental Rehab ³
1. Thomas Prybolo Terri Porter 100-109 S. Oakley 18 DU's (10)	\$513,924.00	\$219,000.00 ¹
2. Ronald and Elizabeth Titsworth 3538 S. King Drive 13 DU's (7)	165,708.00	71,000.00 ¹ 44,500.00 ²
3. Beverly McClinton 44 E. 49th Street 8 DU's (5)	98,368.00	42,200.00 ¹
4. Patricia Meyers 5017 S. Drexel 8 DU's (5)	251,481.00	107,000.00 ¹ 152,000.00 ²
5. Elzie L. Higginbottom Cecil C. Butler 5042-5044 S. Drexel 5050-5052 S. Drexel 12 DU's (12)	374,530.00	160,742.00 ¹ 99,258.00 ³
6. James Landrum Raymond Broady 7456 S. South Shore Drive 45 DU's (23)	869,593.00	373,000.00 ¹ 559,750.00 ²
7. Thomas and Ollie Keel 6234-6236 S. Dorchester 12 DU's (7)	150,000.00	64,000.00 ¹ 236,000.00 ²
8. David and Barbara Oglesby 6818-6820 S. Merrill 6 DU's (4)	141,107.00	50,000.00 ¹
9. John York Marvin Terry 6201-6211 S. Dorchester 21 DU's (11)	269,000.00	115,450.00 ¹ 145,500.00 ³

Owner/Borrower Address/No. D.U.'s (D.U. set aside for low and moderate persons)	Private Financing	I.H.O.P. ¹ Multi Program ² Rental Rehab ³
10. Luella W. Warren 8201 S. Merrill 12 DU's (7)	\$107,000.00	\$38,000.00 ¹
11. William Levy Michael Marous Robert Carlsberg Brian Heywood 10901-10951 Longwood Drive 81 DU's (57)	1,890,000.00	810,000.00 ¹
12. Gabrielle Pierre Jerome Gerard Jerome Yardley Edwards Keith Edwards 6100 S. Kenwood 25 DU's (13)	616,911.00	218,750.00 ¹
13. Hipolito Roldan Samuel Groabmann David Groabman Sanford Buhor 3400 W. Augusta 34 DU's (34)	629,000.00	269,957.00 ¹ 180,333.00 ²
14. Joseph Rucci Michelangelo DiCosola Nicola DiCosola 2140-2144 1/2 W. Ohio 12 DU's (12)	354,771.00	145,000.00 ¹
15. Paul Eichwedel 301-309 N. Central Park 32 DU's (25)	263,700.00	113,176.00 ¹ 81,824.00 ³
16. Eugene Lim Daniel Lim Kumja Lim Clearance Murphy Hiva Cha Murphy 1655 N. Spaulding	283,011.00	121,464.00 ¹ 44,536.00 ³

Owner/Borrower Address/No. D.U.'s (D.U. set aside for low and moderate persons)	Private Financing	I.H.O.P. ¹ Multi Program ² Rental Rehab ³
19 DU's (10)]		
17. James W. Voss 2618-2620 N. Rockwell 22 DU's (12)	\$331,116.00	\$131,850.00 ¹
18. Jerri A. Neal Wilbert Cotton 1132-1134 N. Lawler 1126-1128 N. Lawler 24 DU's (13)	360,554.00	154,500.00 ¹
19. Lateef and Zarika Kahn 4911 N. Whipple 4921 N. Whipple 50 DU's (26)	886,500.00	371,888.00 ¹ 56,612.00 ² 437,500.00 ³
20. Mary K. Krigbauh Ravenswood Associates LTD Pat Fitzgerald 5235 N. Ravenswood 40 DU's (21)	1,790,879.00	400,000.00 ¹
21. Sarah Sleight 6246-6248 N. Wayne 7 DU's (4)	187,575.00	26,700.00 ¹
22. Donald D'Agostino Peter D'Agostino, Jr. John C. Papciak 1525 W. Barry 6 DU's (4)	133,588.00	56,200.00 ¹
23. Gilmore Partnership Richard Morey Robert Racky Gilbert Liss Ronald Mustari 4068-4070 N. Sheridan 10 DU's (6)	537,286.00	95,000.00 ¹
24. OKW Limited Partnership	502,228.00	79,000.00 ¹

Owner/Borrower Address/No. D.U.'s (D.U. set aside for low and moderate persons)	Private Financing	I.H.O.P. ¹ Multi Program ² Rental Rehab ³
Ronald Mustari, Sr. Gilbert Liss Robert Racky 4059-4061 N. Sheridan Rd. 10 DU's (6)		
25. Damab Development Corp. Daniel Russotti Christopher Edmons John Toepper 931 W. Leland 22 DU's (13)	\$248,600.00	\$101,400.00 ¹
26. Glasser Building Partnership Gilbert Liss Robert Racky Robert Morey Ronald Mustari, Sr. 4022-4024 N. Sheridan Rd. 8 DU's (5)	657,877.00	250,000.00 ¹
27. 936 W. Sunnyside Partnership Nicholas Gaglione Ronald Gatton Jesse Bishop 936 West Sunnyside 22 DU's (12)	443,480.00	186,042.00 ¹ 415,278.00 ²
28. John and Jane Faber 4362-4364 N. Kenmore 17 DU's (9)	302,140.00	129,000.00 ¹
29. A. Beam Partnership Edmund Boehm Robert Racky Gilbert Liss 4051-4055 N. Sheridan Rd. 15 DU's (8)	720,069.00	100,000.00 ¹
30. James Graves 929-937 W. Sunnyside	471,770.00	135,000.00 ¹

Owner/Borrower Address/No. D.U.'s (D.U. set aside for low and moderate persons)	Private Financing	I.H.O.P. ¹ Multi Program ² Rental Rehab ³
31 DU's (16)]		
31. Melchor A. and Preciosa Buen 1918 W. Montrose 4405-4407 N. Winchester 28 DU's (11)	\$400,085.00	\$171,710.00 ¹ 11,290.00 ²
32. James W. Voss 1651-1653 W. Foster 8 DU's (6)	150,925.00	57,500.00 ¹
33. Jay Hergott Gerald Ritter Kenneth Ritter Mark Fettner Demsey Travis 5646 N. Kenmore 54 DU's (28)	1,140,000.00	489,000.00 ¹ 331,000.00 ³
34. Robert L. Cecrle Rae Ann Cecrle Robert and Beverly Maierhofer 5700 N. Winthrop 12 DU's (7)	217,000.00	90,000.00 ¹
35. Walt Marshall Bagar Shaw 1719-1721 W. Morse Ave. 21 DU's (12)	586,000.00	175,107.00 ¹ 231,893.00 ³
27. 936 W. Sunnyside Partnership Nicholas Gaglione Ronald Gatton Jesse Bishop 936 West Sunnyside 22 DU's (12)	443,480.00	186,042.00 ¹ 415,278.00 ²
28. John and Jane Faber 4362-4364 N. Kenmore 17 DU's (9)	302,140.00	129,000.00 ¹

Owner/Borrower Address/No. D.U.'s (D.U. set aside for low and moderate persons)	Private Financing	I.H.O.P. ¹ Multi Program ² Rental Rehab ³
29. A. Beam Partnership Edmund Boehm Robert Racky Gilbert Liss 4051-4055 N. Sheridan Rd. 15 DU's (8)	\$720,069.00	\$100,000.00 ¹
30. James Graves 929-937 W. Sunnyside 31 DU's (16)	471,770.00	135,000.00 ¹
31. Melchor A. and Preciosa Buen 1918 W. Montrose 4405-4407 N. Winchester 28 DU's (11)	400,085.00	171,710.00 ¹ 11,290.00 ²
32. James W. Voss 1651-1653 W. Foster 8 DU's (6)	150,925.00	57,500.00 ¹
33. Jay Hergott Gerald Ritter Kenneth Ritter Mark Fettner Demsey Travis 5646 N. Kenmore 54 DU's (28)	1,140,000.00	489,000.00 ¹ 331,000.00 ³
34. Robert L. Ceele Rae Ann Ceele Robert and Beverly Maierhofer 5700 N. Winthrop 12 DU's (7)	217,000.00	90,000.00 ¹
35. Walt Marshall Bagar Shaw 1719-1721 W. Morse Ave. 21 DU's (12)	586,000.00	175,107.00 ¹ 231,893.00 ³
36. Zygmunt and Morris 6341-6345 N. Washtenaw 18 DU's (10)]	334,062.00	50,000.00 ¹

*Exhibit B.**Preamble.*

This Master Loan Agreement dated as of August 1, 1986, is entered into by and between the Illinois Development Finance Authority (the "Authority") and the City of Chicago, Illinois, a municipality and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City"), by and through its Department of Housing.

Recitals:

The City has applied to the Authority for a loan under the Illinois Housing Partnership Program ("I.H.P.P.") to permit the City to finance a series of loans used to rehabilitate multi-family housing for persons of low and moderate income in conformity with the Act and the I.H.P.P. Regulations.

Pursuant to its powers under the Act and the I.H.P.P. Regulations, the Authority is authorized to make zero-interest loans to the City in an aggregate amount not exceeding \$5,000,000, to enable the City to finance, or reimburse a series of Developers for, a portion of the cost of Projects, each loan being subject to the terms and conditions of, and for the purposes set forth in this Master Loan Agreement.

In consideration of the mutual promises and covenants contained in this Master Loan Agreement, the Authority and the City agree as follows:

*Article I.**General Provisions.*

Section 1.01. Contents of Agreement. This Agreement shall consist of this Master Loan Agreement, the Project Loan Approval Resolutions supplementing this Agreement and the attached Exhibits to the Project Loan Approval Resolutions, as the same may, from time to time, be amended.

Section 1.02. General Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Master Loan Agreement:

"Act" means the Illinois Development Finance Authority Act, Ill. Rev. Stat. Ch. 48, § 850.01 *et seq.*, as amended.

"Application" means the Application for an I.H.P.P. Loan filed with the Authority, and such other documents submitted with the Application as required under the I.H.P.P. Regulations.

"Authority" means the Illinois Development Finance Authority.

"City" means the City of Chicago, Illinois, which is borrowing the funds pursuant to this Loan Agreement.

"City Loan" means the moneys loaned to the City by the Authority pursuant to this Agreement.

"Delinquency and Default Reserve Requirement" means the sum of (i) the aggregate amount of payments delinquent for a period of 30 days on Project Loans made from Original Program Funds and (ii) the aggregate principal amount of Project Loans made from Original Program Funds which the City has declared in default.

"Developer" means the person or persons responsible for the development activities outlined in the Project Loan Approval Resolution.

"Eligible Costs" means costs chargeable to the Projects' capital account, including the cost of real estate acquisition, architectural, engineering and similar professional fees, site preparation, machinery and construction costs, including fixed equipment used for building construction, construction materials, Project furnishings and fixtures, and the use of Program Funds to reimburse the City for funds advanced by the City to the Developer to pay any such costs, provided, however, that Eligible Cost does not include the use of Program Funds for working capital, operating expenses or to pay any cost incurred more than one-year prior to approval of the Project Approval Resolution for a Project.

"I.H.P.P." means the Illinois Housing Partnership Program established by the Authority pursuant to Section 850.07(o) of the Act.

"I.H.P.P. Regulations" means the regulations published at 10 Ill. Reg. 11255, as the same may, from time to time, be amended.

"Leveraging Ratio" means the number resulting from the division of the total dollar amount of firm private sector commitments by the total dollar amount of the Project Loan requested for any Project. Funds to be counted towards the private sector commitments include all types of private capital investment to be expended as a direct result of the loan, including equity, internally generated funds, debt financing whether conventional or tax exempt borrowing, but not loans (except loans made with the proceeds of tax exempt borrowing) or grants made by units or agencies or municipal, state or federal government.

"Master Loan Agreement" means this Master Loan Agreement and all amendments thereto.

"Low Income" means income of persons whose annual income does not exceed 50% of the median income for the metropolitan statistical area in which the Project is located, as determined from time to time by the Secretary of the United States Department of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437a, with adjustments for larger and smaller families.

"Moderate Income" means income of persons whose annual income does not exceed 80% of the median income for the metropolitan statistical area in which the Project is located, as determined by the Secretary of the United States Department of Housing and Urban

Development under Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437a, with adjustments for larger and smaller families.

"Original Loan Funds" means the funds not to exceed \$5,000,000 loaned by the Authority to the City under this Master Loan Agreement to make Project Loans.

"Program Funds" means Original Program Funds and amounts deposited in the General Project Funds Account.

"Project" means the acquisition and rehabilitation of multi-family housing for persons of low and moderate income described in the Project Loan Approval Resolution.

"Project Loan Approval Resolutions" means the resolutions adopted by the Authority approving a Project for participation in I.H.P.P., establishing the amount of the Project Loan and setting forth certain terms and conditions with respect to a Project.

"Project Loan" means the loan of Program Funds to a Developer by the City pursuant to a Project Loan Approval Resolution.

"State" means the State of Illinois.

Section 1.03. References. All references to articles and sections shall refer to the articles and sections of this Master Loan Agreement, unless the context clearly requires otherwise.

Article II.

Amount and Terms of City Loan.

Section 2.01. Loan Assistance Provided. In consideration of the various obligations undertaken by the City pursuant to this Master Loan Agreement, the Authority agrees, subject to appropriation of funds by the General Assembly and to the release of appropriated funds by the Governor pursuant to Article 16 of the Build Illinois Act, to loan to the City funds in an amount not to exceed \$5,000,000 (the "City Loan").

Section 2.02. Repayment of City Loan. The City shall repay the principal amount of the City Loan outstanding together with interest at the rate of zero (0) percent from the sources identified in this Master Loan Agreement in five installments payable in United States currency in the amounts set forth below at the principal office of the Authority exactly 5, 10, 15, 20 and 30 years from the date of this Master Loan Agreement.

The City shall repay the principal amount of the City Loan in accordance with the following schedule of repayments:

<i>Years from the Date of Master Loan Agreement</i>	<i>Amount Payable</i>
5	\$100,000
10	100,000
15	800,000

<i>Years from the Date of Master Loan Agreement</i>	<i>Amount Payable</i>
20	\$1,000,000
30	3,000,000

The City may prepay the principal amount of the City Loan, in whole or in part, at any time without penalty. Prepayment in full of the principal amount of the City Loan shall cause this Master Loan Agreement to terminate.

The obligation of the City to repay the City Loan shall be a limited obligation of the City payable solely from amounts on deposit in the General Project Funds Account and the Default and Delinquency Account, including investment earnings thereon, and from any amount payable to the City under the Project Loans.

Section 2.03. Authorized Uses of Program Funds. The total aggregate amount of Original Loan Funds provided to the City pursuant to this Master Loan Agreement and Program Funds generated by Project Loans shall be used only for the payment of Eligible Costs of Projects.

Section 2.04. Adjustments to Amount of Project Loan. The loan amount which the Authority has agreed to lend to the City under each Project Loan Approval Resolution shall be the amount determined by the Authority in reliance upon the cost estimates with respect to each Project as described in the Application and the Project Loan Approval Resolution. The Authority reserves the right to reduce the amount of any Project Loan if the total deposits of cash or letters of credit in the Construction Loan Escrow Account are less than the amounts required to satisfy the Leveraging Ratio.

Article III.

City Loan - Accounts and Disbursements.

Section 3.01. Establishment of General Project Funds Account, Project Construction Escrow Account and Default and Delinquency Account.

(a) The City shall establish with a separate trustee or fiscal agent (which separate trustee or fiscal agent shall be a commercial bank or trust company within the State and organized under the laws of the State or the United States of America) separate and segregated accounts to identify this Master Loan Agreement to be known as the "General Project Funds Account" and the "Default and Delinquency Account."

(b) For each project the City shall establish with an independent construction escrow agent (which agent shall be a commercial bank or trust company within the State and organized under the laws of the State or the United States of America) a separate and segregated account to be known as the "(name of) Project Construction Escrow Account."

Section 3.02. Project Construction Escrow Account. (a) Within 15 days after receipt of a Project Loan Disbursement Request in the form required in Section 4.05, the Authority

shall cause funds not to exceed the amount authorized by a Project Loan Approval Resolution to be deposited into the Project Construction Escrow Account.

Section 3.03. Disbursement of City Loan Proceeds. (a) The project construction escrow agreement shall provide that no Program Funds may be disbursed at any time by the escrow agent from the Project Construction Escrow Account for the benefit of a Project (1) unless sources of funds, including Program Funds, are on deposit in the Project Construction Escrow Account in an amount sufficient to complete the Project; (2) unless the Leveraging Ratio has been met before the first distribution of Program Funds; and (3) if such disbursement would cause the aggregate amount of Program Funds loaned to the Participating Party to exceed the aggregate amount of Eligible costs of the Project.

(b) All Program Loans shall be funded by Original Program Funds until such time as the full amount of Five Million Dollars (\$5,000,000) being lent under this Agreement has been disbursed. If a Project is approved for a loan in an amount greater than the remaining amount of Original Program Funds available at the time of adoption of the Project Loan Approval Resolution, the Project shall be funded by (i) the remaining amount of Original Program Funds not yet disbursed plus (ii) Program funds in the General Project Funds Account.

Section 3.04. Investment of Moneys on Deposit in Project Construction Escrow Account. (a) Program Funds on deposit in the Project Construction Escrow Accounts shall be invested in those investments constituting permitted investments of public funds as specified in the Investment of Public Funds Act, Ill. Rev. Stat. Ch. 85, §902, as amended; provided, however, that the funds shall be invested in a manner which will ensure sufficient liquidity to make the Project Loans in a timely manner.

(b) All interest and investment earnings on the investments made under Section 3.04(a) of this Master Loan Agreement shall be deposited from time to time and following completion of the Project, as described in Section 3.05 of this Master Loan Agreement, into the General Project Funds Account and may be used by the City in a manner consistent with this Master Loan Agreement.

Section 3.05. Excess Funds in Project Construction Escrow Accounts. Any Program Funds or interest on and principal of investments made pursuant to Section 3.04(a) hereof remaining in the Project Construction Escrow Account following receipt of documentation evidencing completion as described in Section 8.01 of this Master Loan Agreement shall be deposited into the General Project Funds Account.

Section 3.06. General Project Funds Account. Pursuant to Section 3.01, the City shall establish a General Project Funds Account. The City shall deposit or cause the deposit of the following funds, when available, to the General Project Funds Account:

- (a) All payments of principal and interest on a Project Loan received from a Developer;
- (b) Proceeds of any condemnation award or any sale or disposition of the Project upon foreclosure of the Project Loan or upon sale of the Project by the Developer, or in any other manner received by the City pursuant to its rights under the mortgage

entered into between the City and the Developer in connection with the Project Loan or under this Master Loan Agreement;

- (c) Excess funds in Project Construction Escrow Accounts transferred to the City by the escrow agent pursuant to Section 3.04 and Section 3.05;
- (d) All interest on and maturing principal of investments made with funds in the General Project Funds Account; and
- (e) Program Funds on deposit in a Project Construction Escrow Account to fund a Project Loan which, for any reason, is terminated.

Section 3.07. Investment of Moneys on Deposit in General Project Funds Account. Program Funds on deposit in the General Project Funds Account shall be invested in those investments constituting permitted investments of public funds as specified in the Investment of Public Fund Act, Ill. Rev. Stat. Ch. 85 §902, as amended; provided, however, that the City shall invest such funds in a manner which will ensure sufficient liquidity to enable the City to make Project Loans in a timely manner.

Section 3.08. Disbursement of Funds in the General Project Funds Account. Funds on deposit in the General Project Funds Account may be held by the City to fund new Project Loans and disbursed to a Project Construction Escrow Account upon approval by the Authority of a Project Loan Approval Resolution with respect to the Project, provided, however, that no funds may be disbursed from the General Project Funds Account to make a Project Loan if (i) less than \$5,000,000 of Original Program Funds have been disbursed pursuant to Section 3.03(b) hereof, or (ii) the amount on deposit in the Delinquency and Default Account is less than the Delinquency and Default Reserve Requirement. If the amount on deposit in the Delinquency and Default Account is less than the Delinquency and Default Reserve Requirement, the City shall transfer cash and investments on deposit in the General Project Funds Account to the Delinquency and Default Account to satisfy the Delinquency and Default Reserve Requirement, but such transfer shall not be made from Project Construction Escrow Accounts.

Section 3.09. Delinquency and Default Account. Pursuant to Section 3.01 hereof, the City shall maintain or cause to be maintained a Delinquency and Default Account in an amount equal to the Delinquency and Default Reserve Requirement. No Project Loan shall be made unless the amount on deposit in the Delinquency and Default Account is at least equal to the Delinquency and Default Reserve Requirement.

Section 3.10. Computation of the Delinquency and Default Reserve Requirement. (a) On the first day of January and July of each year during the term of this Master Loan Agreement (the "Computation Date") the City shall compute or cause to be computed the Delinquency and Default Reserve Requirement. The City shall notify the Authority within 7 business days following a Computation Date of the Delinquency and Default Reserve Requirement and of the deficit, if any, in the Delinquency and Default Account. On the Computation Date, the City shall determine or cause to be determined the current market value of all investments credited to the Delinquency and Default Account, and shall add the market value of such investments and any cash on deposit in the Delinquency and Default Account to determine the aggregate amount on deposit in the Delinquency and

Default Account. At no time shall the amount on deposit in the Delinquency and Default Account exceed \$5,000,000.

(b) If the aggregate amount on deposit in the Delinquency and Default Account on the Computation Date exceeds the Delinquency and Default Reserve Requirement on such Computation Date, the City shall transfer the excess amount on deposit to the General Project Funds Account within 5 business days of the Computation Date to be used in a manner consistent with Section 3.07 hereof.

(c) If on the Computation Date a deficit remains in the Delinquency and Default Account after complying with this Section and Section 3.07, the City shall transfer on the first day of each month all funds generated by Program Loans deposited into the General Project Funds Account to the Delinquency and Default Account until such time as the amount on deposit in the Delinquency and Default Account equals the Delinquency and Default Reserve Requirement.

Article IV.

Project Loans.

Section 4.01. Purpose of I.H.P.P. Program. The purpose of this Master Loan Agreement is to provide a no interest loan to the City to permit it to finance a series of low interest loans to Developers to be used together with private financing to acquire and rehabilitate multi-family housing for low and moderate income persons in the City of Chicago.

Section 4.02. Request for Project Loan Approval Resolution. From time to time the City shall submit on forms and in a manner consistent with the Act and Regulations an application for approval by the Authority of a Project Loan. Upon a determination that the application is in conformity with the Act and the Regulations, the Authority may adopt a Project Loan Approval Resolution authorizing the City to draw a specific amount for making a Project Loan with respect to a Project.

Section 4.03. Minimum Requirements for Project Loans. No Project Loan shall be made by the City unless:

(a) A Project Loan Approval Resolution has been adopted by the Authority with respect to a Project;

(b) A Mortgage, Note and Loan Agreement has been entered into by the City and the Developer which shall contain or comply with the following terms:

(1) Upon any sale, transfer, pledge or assignment of the title to or beneficial interest in the Project, unless such sale, transfer, pledge or assignment shall have been approved by the Authority, the principal of, and accrued and unpaid interest on, such Project Loan shall be paid to the City and deposited into the General Project Funds Account;

(2) An acknowledgement by the Developer that the Project Loan is being financed by the proceeds of the City Loan on the basis of a representation from the Developer that the Project is to be occupied in whole or in part by persons of low or moderate income;

(3) A covenant by the Developer that the Project will be used during the term of the Project Loan to provide the number of units of housing for low and moderate income persons as specified in the Project Loan Approval Resolution;

(4) A covenant by the Developer to present evidence of compliance with Section 4.03(b) (4) within 6 months of completion of the Project and from time to time thereafter upon request of the City;

(5) A provision that permits representatives of the Authority and the City to obtain access to the Project and to inspect, copy, audit and examine all books, records and other documents pertaining to the Project Loan;

(6) A conflict of interest representation consistent with Section 5.02(c);

(7) The provisions of this Section 4.03(b) shall be deemed to run with, bind and burden the Project and all present and future owners thereof and holders of any legal or equitable interest therein during the term of the Project Loan.

(c) A Project Construction Escrow Account has been established in conformity of Section 3.02.

Section 4.04. City Enforcement of Project Loan. The City shall enforce the terms and conditions for a Project Loan required by this Agreement for the benefit of the Authority by seeking any available remedy, including actions at law or in equity, whether for damages on for specific performance of any provision, covenant or agreement.

Section 4.05. Closing Procedure for Project Loans.

Section 4.06. Project Loan Funding Restriction. In no event shall a Project Loan exceed the Leveraging Ratio of three (3) dollars of Program Funds for seven (7) dollars of funds obtained from private sources including debt and equity contribution to the Construction Loan Escrow Account.

Article V.

Representations, Warranties, and Specific Obligations.

Section 5.01. City's General Representations and Warranties. The City represents and warrants to the Authority that:

(1) The City has all requisite power and authority to enter into, and perform its obligations under this Master Loan Agreement.

(2) The Mayor and City Council of the City have by valid action approved the City's participation in the Program and authorized the execution and delivery of this Master Loan Agreement, and have directed the person executing this Master Loan Agreement to do so for and on behalf of the City.

(3) This Master Loan Agreement has been executed and delivered by the City, in such manner and form as to make this Master Loan Agreement the valid and legally binding act and agreement of the City.

(4) The execution of this Master Loan Agreement by the City and the performance of its obligations hereunder will not result in a material violation of any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation.

(5) The City will duly and punctually repay the principal of the City Loan from the sources identified in this Master Loan Agreement at the time, in the place and in the manner prescribed in this Master Loan Agreement.

(6) There is no action, proceeding, or investigation now pending, nor any basis therefor, known or believed to exist by the City, which (i) questions the validity of this Master Loan Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the properties, assets, liabilities, or conditions (financial or otherwise) of the City which would materially and substantially impair the City's ability to perform any of the obligations imposed upon the City by this Master Loan Agreement.

Section 5.02. City's Covenants and Agreements Regarding Individual Projects. The City covenants and agrees that with respect to each Project Loan that:

(a) The representations, statements, and other matters contained in the Application are, to be best of the City's knowledge, based on certifications from the Developer and other participating parties true and complete in all material respects as of the date of filing of the Application with the Authority. Except as set forth in the Project Loan Approval Resolution, the City is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by the Authority) in order to make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The City is aware of no event or other fact which should have been, and has not been, reported in the Application as material information.

(b) The City has obtained, or has reasonable assurances that it will obtain, all Federal, State and local government approvals and reviews required by law to be obtained by the City for a Project to be approved by a Project Loan Approval Resolution and all Developers have obtained, or the City has reasonable assurances that such Developers will obtain, all such approvals and reviews required by law to be obtained for the completion of their respective portions of the Project.

(c) Based upon certifications made by the Developer, and in reliance thereon, the City has no knowledge that: (1) any person holding any office of the City, either by election or appointment under the laws or constitution of this State, is in any manner interested,

either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any work relating to the Project in the making or letting of which such officer has been called upon to act or vote; (2) any such officer represents either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work relating to the Project in regard to which such officer has been called to vote; or (3) any such officer taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

(d) With respect to any Project in which Original Program Funds or Program funds will be used to acquire the ownership or use of real property, the Application contains an accurate and complete description of the identity of every owner and beneficiary having any interest, real or personal, in such property, and every shareholder entitled to receive more than 7-1/2% of the total distributable income of any corporation having any interest, real or personal, in such property. With respect to any owner, authorized trustees, corporate officials, or managing agents which are publicly traded stock corporations for which there is no readily known individual holding an interest greater than 7-1/2%, the City has obtained an affidavit of such corporation's authorized officer or agent respecting such disclosure.

(e) The foregoing representations and warranties are valid as of the date of the Project Loan Disbursement Request.

(f) The Project Loan will be made in conformity with this Master Loan Agreement and the Project Loan Approval Resolution including all exhibits and amendments thereto.

Article VI.

Inspection and Review.

Section 6.01. Duty to Maintain, and Rights to Inspect and Copy Books, Records and Documents.

(a) The City shall keep and maintain, or shall cause to be kept and maintained, accurate books, records and other documents as shall be required under the I.H.P.P. Regulations, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Program Funds, other funds and the total cost of each Project.

(b) The City shall maintain or cause to be maintained accurate books and records of all investments of funds on deposit in the funds established under Article III and all income on such investments.

(c) All such books, records and other documents shall be available at the offices of the City or its authorized agent (except that books, records and other documents of a Developer which are subject to this Section 6.01 through the application of Article IV may be maintained at the offices of such Developer) for inspection, copying, audit and examination

at all reasonable times by any duly authorized representative of the Authority or the Auditor General of the State.

Section 6.02. Reports. The City shall provide to the Authority semi-annual reports on the Project Loans during the terms of this Agreement. Such semi-annual reports shall include the amount of Program Funds disbursed by Project, the principal outstanding on each Project Loan and information on the number of housing units available for Low and Moderate income persons and the income levels of the person. In addition, upon completion of each Project, the City shall provide to the Authority a report disclosing the number of housing units available for Low and Moderate income persons and the income levels of the persons initially occupying such units in each project.

Articles VII.

Defaults and Remedies.

Section 7.01. City Loan Defaults. A City Loan default shall consist of:

(a) Any use of Program Funds for any purpose other than those specifically set out in this Master Loan Agreement or a Project Loan Approval Resolution; or

(b) Any breach of any covenant, agreement, provision or warranty made by the City with respect to the City Loan; or

(c) Failure to maintain the Delinquency and Default Account at an amount equal to the Delinquency and Default Reserve Requirement for one year following a Computation Date; or

(d) Failure to notify the Authority within 7 business days following a Computation Date of the Delinquency and Default Reserve Requirement and of the deficit, if any, in the Delinquency and Default Account.

Section 7.02. Remedies Upon City Loan Default. (a) Upon the occurrence of any City Loan default as described in Section 7.01 hereof, the Authority shall give notice of such City Loan default to the City. If such City Loan default is not cured within ninety (90) business days from notice of such City Loan default from the Authority to the City, the Authority may, at its sole discretion, pursue any remedy, or combination of remedies, set out below:

- (i) Terminate its obligations to make loans under the Master Loan Agreement, declare the City Loan immediately due and payable and require immediate repayment of all amounts on deposit in the General Project Funds Account and the Delinquency and Default Account;
- (ii) Terminate any or all obligations to provide Program Funds for approved Project Loans which have not yet closed pursuant to Section 4.05 of this Master Loan Agreement;

- (iii) Require the City to execute an assignment of all its right, title and interest in any Project chosen by the Authority and of the Mortgage and Note with respect to such Project or Projects.

(b) The rights and remedies available to the Authority in the event of a termination of this Master Loan Agreement shall survive such termination.

Article VIII.

Project Completion Certifications.

Section 8.01. Certification After Completion of the Project. Within one hundred fifty (150) days after the completion of each Project, the City shall submit to the Authority a copy of documentation received by the City from the escrow agent for the Project Construction Escrow Account and the title company for each Project evidencing that the Project has been completed as of a date consistent with the terms of the Project Loan Approval Resolution and this Master Loan Agreement, and documentation from the escrow agent certifying that all portions of the Project have been paid for and that no claim or claims exist against the Project out of which a lien based on the furnishing of labor or material exists or might ripen.

Section 8.02. Post-Completion Accounting. Within one hundred fifty (150) days from the date of completion of the Project the City shall cause to be submitted to the Authority an accounting of expenditures of Project Loan funds used in connection with the Project.

Article IX.

Miscellaneous.

Section 9.01. Notices. (a) All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Master Loan Agreement shall be in writing.

(b) Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by registered or certified mail to be delivered only to the office of the addressee, addressed as follows:

(1) Communications to the Authority shall be mailed simultaneously to: (A) Executive Director, Illinois Development Finance Authority, Two North LaSalle Street, Suite 780, Chicago, Illinois 60602, and (B) such other persons or at such other addresses as may be furnished by the Authority to the City.

(2) Communications to the City shall be addressed to the Commissioner of Housing, City of Chicago, Department of Housing, 318 S. Michigan, Chicago, IL 60604, or such other address as may be furnished by the City to the Authority.

(3) Communications to the City regarding acceleration of the City Loan shall be deemed received five days after such notice is deposited in the United States mail, postage prepaid, and properly addressed to the City.

Section 9.02. Assignment. No right, benefit, or advantage inuring to the City under this Master Loan Agreement and no burden imposed on the City hereunder may be assigned without the prior written approval of the Authority. The transfer of Loan funds by City to a Developer shall not be deemed an authorization for an assignment, and such Developer shall not succeed to any rights, benefits or advantages of the City hereunder.

Section 9.03. Successors Bound. This Master Loan Agreement shall bind, and the rights, benefits and advantages shall inure to, the City's successors.

Section 9.04. Cumulative Remedies. All rights and remedies of the Authority under this Master Loan Agreement shall be cumulative.

Section 9.05. Severability. The invalidity of any article, section, subsection, clause or provision of this Master Loan Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

Section 9.06. Execution in Counterparts. This Master Loan Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 9.07. Table of Contents; Titles and Headings. Any table of contents, the title of the Article, and the headings of the sections and subsections set forth herein are not a part of this Master Loan Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

Section 9.08. Amendment of this Master Loan Agreement. This Master Loan Agreement, or any part hereof, may be amended from time to time hereafter only in writing by the Authority and the City.

Section 9.09. Governing Law. This Master Loan Agreement as it may affect the rights, remedies, duties and obligations of the Authority shall be governed by and construed in accordance with State law.

Section 9.10. Waiver by Authority. No delay or omission of the Authority in exercising any right or remedy available under this Master Loan Agreement shall impair any such right or remedy or constitute a waiver of any default, or an acquiescence therein. The Authority reserves and shall have the exclusive right to waive, at the sole discretion of the Authority, and to the extent permitted by law, any requirement or provision under this Master Loan Agreement. No act by or on behalf of the Authority shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Authority and expressly stated to constitute such waiver.

Signature Page

This Master Loan Agreement is hereby executed and delivered by the parties hereto on the dates set forth below their respective signatures, as follows:

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
WITH UNITED LATIN AMERICAN BUSINESSMEN OF
26TH STREET AND LITTLE VILLAGE CHAMBER
OF COMMERCE FOR CERTAIN IMPROVEMENTS
UNDER SIDEWALK AMENITIES PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with the United Latin American Businessmen of 26th Street and the Little Village Chamber of Commerce for the erection of certain improvements at 26th and Whipple under the Sidewalk Amenities Program.

Alderman Burke moved to amend the Sidewalk Amenities Program Agreement attached to the said proposed ordinance by deleting the words "at Whipple Avenue" in the fourth Whereas, and inserting in lieu thereof "between Sacramento and Kedzie Boulevards."

The motion to amend *Prevailed*.

Thereupon, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr; Stone -- 47.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, was promulgated for the purpose of developing viable urban communities; and

WHEREAS, The United States Department of Housing and Urban Development provides funding in the form of Community Development Block Grants to promote the objectives of that Act; and

WHEREAS, The City of Chicago has received such funding from the United States Department of Housing and Urban Development; and

WHEREAS, Public facilities and improvements are listed among the specific uses to which such funding may be put; and

WHEREAS, The City of Chicago has sponsored a Sidewalk Amenities Program, the principal purpose of which is to revitalize the commercial areas in the City of Chicago; and

WHEREAS, Neighborhood based nonprofit organizations, local development corporations or Section 301(d) Small Business Investment Companies may act as subgrantees to carry out such neighborhood revitalization; and

WHEREAS, The United Latin American Businessmen of 26th Street and the Little Village Chamber of Commerce have expressed their intent to erect certain improvements on the public way at 26th and Whipple; now, therefore,

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

SECTION 1. That the Commissioner of Economic Development is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality an agreement with the United Latin American Businessmen of 26th Street and the Little Village Chamber of Commerce, to be in substantially the same form as that of the agreement attached hereto and made a part hereof by this reference (the "Agreement"), for the installation of certain improvements, as described in the Agreement, on the public way at 26th and Whipple.

SECTION 2. That the heads of the various departments of the City of Chicago shall issue all permits necessary for completion of the improvement upon qualification by the applicants therefor and the payment of appropriate fees.

SECTION 3. That the City Comptroller is directed to disburse the grant funds as required to carry out the Agreement as executed.

SECTION 4. That the Commissioner of the Department of Economic Development is authorized to implement the provisions of the Agreement and to furnish additional information, and execute and file assurances or other documents as the United States Department of Housing and Urban Development may require in connection with the implementation of the Agreement.

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

The Sidewalk Amenities Program Agreement, as amended, attached to this ordinance reads as follows:

*Sidewalk Amenities Program Agreement.
(As Amended.)*

This Agreement is made between the City of Chicago, a home rule unit of local government and a municipal corporation under the Constitution of the State of Illinois, by and through the Department of Economic Development of the City of Chicago, which has its offices at 20 North Clark Street, Chicago, Illinois 60602 (the "City"), and the Little Village Chamber of Commerce, an organization having its principal office at 3610 West 26th Street, Chicago, Illinois (the "L.V.C.C."), and the United Latin American

Businessmen of 26th Street, an organization having its principal office at 3615 West 26th Street, Chicago, Illinois (the "U.L.A.B.").

Recitals.

Whereas, the City has sponsored a Sidewalk Amenities Program, the principal purpose of which is to revitalize neighborhood commercial areas in the City of Chicago; and

Whereas, the Sidewalk Amenities Program is designed to provide financial and technical assistance to local business organizations for physical improvements, such as landscaping, sidewalk furniture, and other sidewalk amenities; and

Whereas, such assistance is given by the City in recognition that such improvements will have a significant impact on the appearance, safety, maintenance, and marketing of the surrounding commercial area; and

Whereas, L.V.C.C. and U.L.A.B. have expressed their intent to erect a Spanish Colonial Arch on 26th Street between Sacramento and Kedzie Boulevards; and

Whereas, the City may provide funding in the form of a grant, which is not to exceed \$50,000 per business area in one business year, to assist local business organizations who install at least \$5,000 of sidewalk amenities, if the City approves such improvement plan:

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

Section 1. The above recitals are expressly incorporated in and made a part of this Agreement.

Section 2. The Improvement.

The L.V.C.C. and the U.L.A.B. agree to install a Spanish Colonial Arch (the "Improvement") which will require the following items or require labor to be performed, at a minimum, in the amounts listed:

Hand excavation	\$2,000
Concrete foundation	\$7,000
Masonry	\$11,000
Steel framing	\$9,500
Furring	\$4,700
Cement plaster	\$2,500
Ceramic tile	\$7,200

Granite veneer	\$4,500
W. I. grilles	\$5,625
Clay tile roofing	\$2,160
Signs	\$2,000
2 plaques	\$1,900
Ornamental niches and urns	\$2,500
Electrical work	\$1,200
Soil borings, permits and fees	\$6,400
TOTAL	\$70,185

The L.V.C.C. and the U.L.A.B. agree that the location, the design, and the component parts of the Improvement are subject to the City's prior approval. The L.V.C.C. and the U.L.A.B. further agree that the City has the right to approve the manufacturer and/or installer of any and all component parts of the Improvement. The L.V.C.C. and the U.L.A.B. agree they will obtain prior written approval from the City before they cause any contract to be executed which would result in an addition to, a subtraction from, or a substitution of the component parts approved by the City.

Section 4. Contractor.

The L.V.C.C. and the U.L.A.B. agree to employ a contractor who will perform the work or cause the work to be performed. The contractor selected must be bounded with the City. The L.V.C.C. and the U.L.A.B. require the contractor to obtain any and all necessary permits before commencing construction.

Section 5. Employment Practices.

The L.V.C.C. and the U.L.A.B. agree that they will comply with all applicable federal, state, and local laws and ordinances, from time to time in effect, including, without limitation, the Civil Rights Act of 1964, the Illinois Fair Employment Practices Act and applicable ordinances and executive orders of the City of Chicago.

Section 6. Contribution by L.V.C.C. and U.L.A.B.

The L.V.C.C. and the U.L.A.B. agree to submit to the City all final bills and waivers of liens from any and all contractors or subcontractors. They further agree to submit to the City cancelled checks or such other evidence as demonstrates that they have contributed no less than 25% of the actual cost for the Improvement and its installation.

Section 7. Indemnification.

The L.V.C.C. and U.L.A.B. agree to indemnify, keep and save harmless the City, its agents, officials, and employees against all suits or claims of any kind whatsoever that is the direct or indirect result of the installation and maintenance of the Improvement on the public way.

Section 8. Insurance.

The L.V.C.C. and the U.L.A.B. agree to obtain, and to provide the City with evidence of, a public liability insurance policy in an amount no less than _____, naming the City as an additional insured.

Section 9. Maintenance.

9.01 The L.V.C.C. and the U.L.A.B. agree to maintain the Improvement on the public way for a period of no less than 10 years. In any case, regardless of the time period stated, so long as the Improvement remains on the public way, the City may require its removal at any time when the City determines, in its sole discretion, such removal is necessary.

9.02 So long as the Improvement is maintained on the public way, the L.V.C.C. and the U.L.A.B. agree to maintain the Improvement in good condition and repair, subject to the approval of the City. The L.V.C.C. and the U.L.A.B. further agree to replace any or all component parts of the Improvement which have been destroyed or damaged beyond reasonable repair as determined by the City in its sole discretion.

9.03 The L.V.C.C. and the U.L.A.B. agree to establish, and to provide proof to the City of, a maintenance escrow account in a sum no less than _____ for carrying out the obligations stated in this Section; such escrow account to be no less than _____ at any given time.

9.04 In the event normal municipal and/or public utility activities result in any damage to the Improvement, the L.V.C.C. and the U.L.A.B. agree to pay the amount which is in excess of the usual and ordinary costs necessitated by similar municipal and/or public utility activities in areas not containing a sidewalk amenity similar to the Improvement.

Section 10. Interest of Public Official.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the L.V.C.C. and the U.L.A.B. or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the L.V.C.C. or the U.L.A.B. or its successor in interest or on any obligation under the terms of this Agreement.

Section 11. Records.

All books, records and other documents relating directly to the receipt and disbursement of funds hereunder shall be subject to the right of access by any duly authorized representative to the City, the Secretary of Housing and Urban Development, or of the Comptroller General of the United States for the purposes of inspection, copy audit and examination. Such right shall extend until completion of all close-out procedures respecting the grant funds, and until the final settlement and conclusion of all issues arising out of this Agreement.

Section 12. Inspection.

For so long as the Improvement remains on the public way, any duly authorized representative of the City or the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the Improvement for the purposes of inspecting it.

Section 13. Assignment.

This Agreement shall not be assigned by the L.V.C.C. or the U.L.A.B. without the prior written consent of the City, which consent may not be unreasonably withheld. The City may assign at any time, all or part of this Agreement without reservation or restriction.

Section 14. Disbursement of Grant Funds.

14.01 The City agrees to disburse grant funds to the L.V.C.C. and the U.L.A.B. after it has received written certification that the Improvement has been completed according to approved plans, duly executed original mechanic's waivers of lien, contractor's sworn statements, evidence of the total actual cost of the Improvement and its installation, and evidence that the L.V.C.C. and the U.L.A.B. have contributed no less than 25% of such actual cost.

14.02 The City agrees that it will provide funds to the L.V.C.C. and the U.L.A.B. for 75% of the actual cost of erecting the Improvement, but, in any event, no more than \$50,000, and that there is hereby appropriated \$50,000 of _____ City of Chicago Community Development Block Grant Funds for the Improvement.

14.03 It is expressly agreed by the parties that the City's maximum obligation under the Sidewalk Amenities Program is \$50,000 and that the L.V.C.C. and the U.L.A.B. shall be responsible, individually or jointly, for any and all amounts incurred in excess thereof which are or may be required to complete the Improvement pursuant to the approved plans.

14.04 As a condition precedent to the disbursement of any funds under this Section, the L.V.C.C. and the U.L.A.B. shall provide to the City a duly adopted resolution of their directors authorizing the Improvement, including but not limited to authority of their officers to enter into and execute this Agreement and any and all other instruments, agreements and documents related thereto as may reasonably be required by the City.

Section 15. Remedies.

15.01 In the event that the L.V.C.C. and/or the U.L.A.B. fail to complete, or fail to cause to be completed according to the agreed upon guidelines the Improvement within six months of the date of execution of this Agreement, the City may in its sole discretion terminate this Agreement without any further obligation to the L.V.C.C. or the U.L.A.B.

15.02 If the Agreement is terminated by the City pursuant to the above subsection, the L.V.C.C. and the U.L.A.B. agree to repay promptly in full any sums received from the City under this Agreement.

15.03 Neither the L.V.C.C. or the U.L.A.B., nor any successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of an enforced delay in the performance of their obligations due to causes reasonably beyond their control, and occurring without their fault or negligence. The City shall extend the time for the performance of such obligations for a period equal to the period of the enforced delay, providing the L.V.C.C. and the U.L.A.B. shall give written notice to the City of the circumstances of such enforced delay within five days after the same shall arise.

Section 16. Notice.

Any and all notices, given or required under this Agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If to the City:

Department of Economic Development
Suite 2800
20 North Clark Street
Chicago, Illinois 60602
Attention:

If to L.V.C.C.:

If to U.L.A.B.:

Section 17. Choice of Law.

This Agreement shall be governed as to application and interpretation in accordance with the laws of the State of Illinois.

In Witness Whereof, _____
and _____, and the City have caused this Agreement
signed as of the _____ day of _____, 19____.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
WITH PKP ASSOCIATES FOR LAND WRITE-DOWN
ASSISTANCE IN ACQUISITION OF BUILDING
AT 1421 NORTH ELSTON AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with PKP Associates for land write-down assistance in the amount of \$20,000.00 for the acquisition of a building located at 1421 North Elston Avenue.

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

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

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, Pursuant to a resolution dated May 21, 1986, the Economic Development Commission of the City of Chicago, has approved a redevelopment project which authorized the City of Chicago to assist PKP Associates, an Illinois limited partnership, in the acquisition of a certain parcel of real estate located at 1421 North Elston Avenue, Chicago, Illinois, and

WHEREAS, PKP Associates has executed a contract of sale with Chicago Fire Brick Co., to acquire the property located at 1421 North Elston Avenue, Chicago, Illinois, to expand the facilities located thereon for use by Gabriel Laboratories, Ltd., as tenant, as a environmental testing laboratory, which business expansion is expected to result in the additional employment of approximately 18 persons within 36 months after the acquisition is completed; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute, on behalf of the City of Chicago, and subject to the approval of the United States Department of Commerce and Economic Development Administration, a Land Write-down Redevelopment Agreement, which authorizes the City of Chicago to assist PKP Associates in the acquisition of a parcel of land located at 1421 North Elston Avenue, in the City of Chicago, said Agreement to be in substantially the form attached hereto.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effectuate the terms of the Land Write-Down Redevelopment Agreement.

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

The Land Write-Down Redevelopment Agreement attached to this ordinance reads as follows:

Land Write-Down Redevelopment Agreement.

This Agreement made as of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."); PKP Associates, an Illinois limited partnership, with offices at 1814 N. Marshfield, Chicago, IL 60622 ("Purchaser"); Chicago Fire Brick Company with offices at 1467 N. Elston Ave., Chicago, IL 60622 ("Seller"), and Gabriel Laboratories, Ltd. an Illinois corporation with offices at 1814 N. Marshfield, Chicago, Illinois 60622 ("Tenant").

Recitals:

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

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

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

Whereas, Seller and Purchaser have executed an agreement dated December 4, 1985 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 1421 N. Elston Avenue, Chicago, Illinois 60622 ("Property") for the total amount of \$134,438, upon which Purchaser will construct an approximately 8,000 sq. ft. facility and lease said

facility to the Tenant to expand its current environmental testing laboratory operations ("Project"); and

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

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated May 21, 1986, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 31 permanent jobs, and create an estimated 18 new, permanent jobs:

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

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

Section II. Consideration.

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

Section III. Redevelopment Plan.

Purchaser shall: (i) prepare or cause Tenant to prepare the Property for expansion of Tenant's current use as an environmental testing laboratory facility of approximately 8,000 square feet; (ii) develop plans and specifications for the expansion in conformity with all applicable state and local laws and regulations; (iii) use the Property in accordance with applicable zoning laws; and (iv) complete the aforesaid expansion no later than July 31, 1989.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately 49 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

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

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

(c) The sale and conveyance shall, in any event, be completed no later than July 31, 1987.

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

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to a commitment for necessary financing in an amount sufficient to accomplish the purchase of the Property and completion of the Redevelopment Plan, not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than July 31, 1989.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

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

Section X. Transfer or Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI, and may transfer the Property as part of a sale of all or substantially all of its assets to a party who intends to continue Purchaser's business at the Property, and who expressly agrees to be bound by this Agreement prior to completing such purchase.

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

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

Section XI. Limitation Upon Encumbrance of Property.

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

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section III or to guarantee such construction or completion; nor shall any covenant or other provision be construed to so obligate such holder.

Section XIII. Enforced Delay in Performance.

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

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

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

(b) Any duly authorized representative of the City shall, at all reasonable times after the Property has been conveyed by Seller to the Purchaser, have access to any portion of the Property.

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

Section XV. Conflict of Interest: City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

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

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if any material obligation set forth herein is not met in the time and manner set forth herein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipt of the aforesaid notice, by the Purchaser, Purchaser shall upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the prime rate announced from time to time by Continental Illinois National Bank and Trust Company of Chicago.

(c) Notwithstanding anything herein to the contrary, the parties hereto expressly agree that Seller shall not be liable for any default of this Agreement except a default of Seller under the Sale Contract.

Section XIX. Non-discrimination.

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

against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

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

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XXI. Miscellaneous.

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

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

If to City:

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

If to Purchaser:	PKP Associates 1814 North Marshfield Chicago, Illinois 60622
If to Seller:	Chicago Fire Brick Company 1467 North Elston Chicago, Illinois 60622
If to Tenant:	Gabriel Laboratories 1814 North Marshfield Chicago, Illinois 60622

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

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

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF LOAN AGREEMENT
WITH PKP ASSOCIATES TO ACQUIRE CERTAIN PROPERTY
LOCATED AT 1421 NORTH ELSTON AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan agreement in the amount of \$100,000.00 with PKP Associates for the acquisition of property located at 1421 North Elston Avenue.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, On July 9, 1985 the City Council of the City of Chicago adopted an ordinance authorizing the submission of a final statement of objectives and projected use of funds for Community Development Block Grant Entitlement Year XI ("Appropriation Ordinance"); and

WHEREAS, Pursuant to the Appropriation Ordinance, \$2,500,000 was appropriated for the Department of Economic Development Business Development Loan Program; and

WHEREAS, Pursuant to the Department of Economic Development Business Development Loan Program, PKP Associates, ("Borrower") an Illinois limited partnership, has made application for a loan from the City of Chicago to purchase approximately 41,157 square feet of property located at 1421 Elston Avenue; upon which Borrower intends to construct and equip an approximate 8,000 sq. ft. facility, which facility Borrower will lease to Gabriel Laboratories, Inc., an Illinois corporation ("Tenant"), to expand Tenant's operation of an environmental testing laboratory and manufacturing of environmental testing equipment ("Project"); and

WHEREAS, On May 21, 1986, the Economic Development Commission of the City of Chicago adopted a resolution which approved a Business Development Loan in the amount of One Hundred Thousand Dollars (\$100,000.00) for the purposes aforesaid; and

WHEREAS, The Project will result in the creation of an estimated 18 new, permanent job opportunities for low and moderate income persons residing 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 Economic Development of the City of Chicago ("Commissioner"), is authorized, on behalf of the City of Chicago, to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Business Development Loan Agreement with PKP Associates and Gabriel Laboratories, Inc., pursuant to which the City will loan \$100,000 to PKP Associates for the acquisition of property located at 1421 Elston Avenue, said Business Development Loan Agreement to be substantially in the form attached hereto.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary, proper or useful to effectuate the terms of the Business Development Loan Agreement, being substantially in the form attached hereto.

SECTION 3. The Commissioner of the Department of Economic Development of the City of Chicago is further authorized to require, as a condition precedent to disbursement of loan funds, that PKP Associates and/or Gabriel Laboratories, Inc. provide all documentation, financial or other information, assurances and guaranties and other evidentiary items reasonably required for the disbursement and repayment of the loan, and the fulfillment of any requirements under the Business Loan Agreement.

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

The Business Development Loan Agreement attached to this ordinance reads as follows:

Business Development Loan Agreement.

This Agreement is entered into and executed as of the _____ day of _____, 1986 by and between the City of Chicago, Illinois ("Lender" or "City") an Illinois home rule unit and municipal corporation, by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602, and PKP Associates, an Illinois limited partnership ("Borrower") and Gabriel Laboratories, Ltd., an Illinois Corporation ("Tenant"), both Borrower and Tenant having their principal offices at 1814 North Marshfield, Chicago, Illinois 60602.

Whereas, on July 9, 1985 the City Council of the City adopted an ordinance authorizing the submission of a final statement of objectives and projected use of funds for Community Development Block Grant Entitlement Year XI ("Appropriation Ordinance"); and

Whereas, pursuant to the Appropriation Ordinance, \$2,500,000 was appropriated for the Department of Economic Development Business Development Loan program; and

Whereas, pursuant to D.E.D.'s Business Development Loan Program, the Borrower has made application for a loan from the Lender to purchase approximately 41,157 square feet of property located at 1421 Elston Avenue; upon which Borrower intends to construct and equip an approximate 8,000 sq. ft. facility, which facility Borrower will lease to Tenant, to expand Tenant's operation of an environmental testing laboratory ("Project"); and

Whereas, on May 21, 1986, the Economic Development Commission of the City adopted a resolution which approved a Business Development Loan in the amount of One Hundred Thousand Dollars (\$100,000.00) for the purposes aforesaid; and

Whereas, the Project will result in the creation of an estimated 18 new permanent job opportunities for low and moderate income persons residing in the City; and

Whereas, Tenant will benefit from the loan from the Lender to the Borrower through an expansion of its current operations;

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

Section 1. Incorporation of Recitals.

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

Section 2. Definitions.

In addition to the words and terms elsewhere defined in this Loan Agreement, the following words and terms used in this Loan Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" shall mean this Loan Agreement, as from time to time amended and supplemented.

"Collateral" shall mean all security given or to be given to the Lender under Section 4 of this Agreement or pursuant to any of the Loan Documents.

"Equity" shall mean the sum of \$58,000.

"Guaranty" shall mean those guarantees executed as of the date of this agreement in accordance with Section 4.05 of this Agreement, including but not limited to the Corporate Guaranty of the Tenant and the Individual Guarantees of John Polich, Frank Pokorny and John Karrow, jointly and severally.

"Loan" shall mean the loan to be made by Lender to Borrower pursuant to the terms and conditions of this Agreement.

"Loan Closing" shall mean the date as of which this Agreement is executed, as written at the beginning of page one of this Agreement.

"Loan Documents" shall mean this Agreement, the Mortgage, the Note, the Security Agreement, the Guarantees, the Assignment of Leases, the Uniform Commercial Code Financing Statements, and such other documents as Lender may require pursuant to Section 7.01 hereof.

"Mortgage" shall mean that certain Junior Mortgage, Assignment of Rents and Security Agreement of even date with this Agreement, between the Lender and the Borrower.

"Note" shall mean that certain Promissory Note in the principal amount of One Hundred Thousand Dollars (\$100,000.00) made unto to Lender by the Borrower in consideration of the Loan made or to be made pursuant to this Agreement.

"Prime Rate" shall mean the Prime Rate of the Senior Lender or such other lender as is acceptable to the City.

"Project" shall mean the acquisition of the Property, and the construction and equipping of an approximate 8,000 sq. ft. building, which facility Borrower shall lease to Tenant, and which facility Tenant will lease from Borrower for the operation of an environmental testing laboratory and for the manufacture of environmental equipment.

"Property" shall mean the land, building and fixtures located at 1421 Elston Avenue, Chicago, Illinois, and as more particularly described in Exhibit A to the Mortgage.

"Security Agreement" shall mean that certain Security Agreement (Chattel Mortgage) of even date with this Agreement, between the Lender and the Borrower.

"Senior Lender" shall mean Bank of Lakeview, a United States Banking corporation, with principal offices in Chicago, Illinois, or such other lender as shall be acceptable to the City.

"Senior Loan" shall mean the loan of the Senior Lender, in an amount of approximately \$392,000.

Section 3. Loan.

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

3.01 Principal -- The principal sum of the Loan shall be One Hundred Thousand Dollars (\$100,000.00).

3.02 Interest -- The interest rate shall be seventy-five percent (75%) of the Prime Rate, adjusted quarterly.

3.03 Term -- The term of the Loan shall be ten (10) years, commencing on the first day of the second month following the Loan Closing.

3.04 Repayment -- The Loan shall be repaid in 120 monthly installments of Principal and Interest, commencing on the first day of the second month following the Loan Closing, and ending 119 months thereafter, or until the Loan is repaid.

3.05 Prepayment -- The Loan may be prepaid at any time.

3.06 Purpose -- The proceeds of the Loan shall be used by Borrower to acquire (or to reimburse Borrower for acquiring) the Property, for use by the Tenant to operate an environmental testing laboratory, and for no other purpose.

Section 4. Security.

To secure the prompt repayment of the Loan, and to secure the prompt, full and faithful performance by Borrower and the Tenant, where applicable, of the covenants, duties, and obligations contained in this Agreement, Borrower and Tenant, where applicable, grant to City, and the Loan shall be secured by a security interest in and to the following property, whether now owned or hereafter acquired, or created plus any and all additions, accessions, replacements, substitutions, and proceeds therefor or thereof:

4.01 Real Estate -- a second mortgage and security interest on the Property and on the other items, as provided in the Mortgage.

4.02 Other Collateral -- all other items of collateral as provided herein, in the Security Agreement, or in any of the other Loan Documents.

4.03 Assignment of Lease -- an assignment of the lease of the Property between Borrower and Tenant.

4.04 Recording of Security Instruments - Borrower (and when required by Lender, Tenant) shall execute a mortgage and such financing statements and security agreements as Lender may request to assure that Lender's security interest in the Collateral is perfected, which shall be filed, at Borrower's cost, at such locations as Lender may demand, to perfect its security interest in the Collateral.

4.05 Guaranty -- The repayment of the Loan shall be guaranteed as follows:

- (a) personal guarantees of John Polich, Frank Pokorny and John Karrow, jointly and severally
- (b) corporate guaranty of the Tenant

SECTION 5. Conditions Precedent to Disbursement of Loan Proceeds.

The following, some of which may have already been accomplished prior to the date of this Agreement shall be required of Borrower, as conditions precedent to disbursement of loan proceeds:

5.01 Execution of Loan Documents -- Borrower shall have executed, and Lender shall have accepted the Loan Documents.

5.02 Equity Commitment -- Borrower shall certify that it has on hand or in escrow and immediately available the required Equity.

5.03 Senior Loan -- Borrower shall furnish to Lender in a form satisfactory to Lender, evidence that the Senior Loan has been closed, and that the Senior Lender has consented to this Loan.

5.04 Other Documentation ---Borrower shall have delivered (and where appropriate, executed) and Lender shall have accepted all other documentation which Lender may reasonably require.

5.05 Costs -- All costs incurred in fulfilling the obligation of this Section 5, shall be borne by the Borrower.

SECTION 6. Covenants, Warranties and Representations.

Borrower represents covenants, and warrants to City as follows:

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

6.02 (a) Borrower is now a 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 Illinois and in any and 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 partnership agreement or agreements, or any instrument or document to which Borrower is now a party or by which it is bound; (d) Borrower has good, indefeasible and merchantable title to and ownership of the Collateral free and clear of all liens, claims, security interests and encumbrances except those of the City, or as otherwise permitted in this Agreement, and exceptions to title as approved by the City; (e) Borrower is now solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened (except as disclosed 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 approvals 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) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the financial information contained in or given to the Lender in connection with Borrower's application for this Loan, ("Financials") fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the dates of the Financials; and (j) there has been no material and/or adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials other than as a result of the Loan and the Senior Loan.

6.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that the City occupies no less than a second secured lien position on the collateral referred to in Section 4 of this Agreement. Borrower shall furnish the City documents satisfactory to the City which evidence Borrower's compliance with this Paragraph 6.3 prior to disbursement of Loan proceeds.

6.04 Borrower shall not, 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 herein, (a) permit, grant or suffer a security interest in any of the Collateral to any person, or permit, grant, or suffer a lien, claim or encumbrance upon any of the Collateral; (b) permit, grant or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction which materially and adversely affects Borrower's ability to repay its obligations and liabilities to Lender, whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however created, incurred, acquired or owing and however evidenced.

6.05 Borrower shall pay promptly when due, all of the charges, taxes, levies, assessments, liens, claims and/or encumbrances of all national, federal, state, county, city, municipal, and/or other governmental entity (or any instrumentality, division, agency, body or department thereof), or non-governmental claims or liens relating to the Collateral, ("Charges"). In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or obtain discharges of the same, Borrower shall so advise the City thereof

in writing, at which time the City 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 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, as the case may be, to the City. Notwithstanding anything herein to the contrary, Borrower 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 the Borrower, in good faith shall be contesting said Charges in an appropriate proceeding, and further provided that if said Charges are in excess of \$5,000, Borrower shall insure over any such Charges, or give to the City such additional collateral and/or assurances as the City in its reasonable discretion, deems necessary under the circumstances.

6.06 Borrower shall immediately notify City of any and all events or actions which may materially affect Borrower's ability to carry out the Project, conduct its business, or perform any and all of its obligations under this Agreement, the Loan Documents, or any other agreements which relate to this Loan.

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

6.08 Continuation of Representations and Warranties -- All representations and warranties of Borrower, contained in this Agreement shall be true at the time of its execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto, and shall remain true and correct so long as any part of the Loan shall remain outstanding.

6.09 Tenants Covenants -- Tenant represents, covenants and warrants to City as follows:

(a) Tenant shall be bound by Sections 6.01, 6.02(b), (e), (f), (g), (h), 6.04(b), 6.04(b), 6.06 and 6.08 in addition to the Borrower.

(b) Tenant is not a corporation duly organized and existing and in good standing under the laws of the State of Illinois, and qualified or licensed to do business in Illinois and in any or all other states in which the laws thereof require Tenant to be so qualified and/or licensed.

(c) Tenant has the right, power and authority to guaranty repayment of the Loan as stated in Section 4 of this Agreement.

Section 7. Inspection and Review.

7.01 Books and Records -- Borrower shall keep and maintain such books, records and other documents as may be reasonably necessary to reflect and fully disclose 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.

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

7.03 Duration of Inspection Rights -- The rights of access and inspection provided in this Section 7 shall continue until the Loan is paid in full and final settlement and conclusion of all matters arising therefrom.

Section 8. Events of Defaults.

Any of the following events shall constitute an Event of Default under this Agreement:

8.01 If Borrower shall default in the payment of any sum, including principal, interest or other amount, due under the terms of any of the Loan Documents, including without limitation this Agreement, or any other agreement now or at any time hereafter existing between Lender and Borrower, when the same shall become due and payable, and if such default shall continue for ten (10) days following written notice thereof to Borrower from the Lender;

8.02 If Borrower shall default in the performance or observance of any term, covenant, agreement or condition contained in this Agreement;

8.03 If Borrower shall default in the performance or observance of any other term, covenant, agreement or condition required to be performed or observed by Borrower under the terms of any of the Loan Documents, including, without limitation, this Agreement, and any other agreement now, or at any time hereafter existing, between Lender and Borrower and if such default shall continue for twenty (20) days following written notice thereof from Lender;

8.04 If either Borrower (or Tenant) shall: (i) file a petition seeking relief for itself under Title 11 of the United States Code, as now constituted or hereafter amended, or file an answer consenting to, admitting the material allegations of or otherwise not contravening, or fail timely to contravert, a petition filed against it seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended; or (ii) file such petition or answer with respect to relief under the provisions of any other now existing or future applicable bankruptcy, insolvency, or other similar law of the United States of America, or any State thereof, or of any other country or jurisdiction providing for the reorganization, winding up or liquidation of corporations or an arrangement, composition, extension or adjustment with creditors;

8.05 If an order for relief shall be entered against the Borrower (or Tenant) under Title 11 of the United States Code, as now constituted or hereafter amended, which order is not stayed; or upon the entry of an order, judgment or decree by operation of law or by a court having jurisdiction in the premises which is not stayed adjudging it bankrupt or insolvent under, or ordering relief against it under, or approving as properly filed a petition seeking relief against it under the provisions of any now existing or future applicable bankruptcy, insolvency or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding up or liquidation of corporations, partnerships or other business associations, or any arrangement, composition, extension or adjustment with creditors, or appointing a receiver, liquidator, assignee, trustee or custodian of the Borrower (including any Guarantor) or of any substantial part of its property, or ordering the reorganization, winding-up, or liquidation of its affairs, or upon the expiration of sixty (60) days after the filing of any involuntary petition against it seeking any other relief specified in Section 8.04, or this Section 8.05, without the petition being dismissed prior to that time;

(f) If Borrower (or Tenant) shall make a general assignment for the benefit of creditors; or consent to the appointment of or taking possession by receiver, liquidator, sequestrator, trustee or custodian of Borrower or Tenant or all or any substantial part of its property; or admit its insolvency or inability to pay its debts generally as such debts become due; or fail generally to pay its debts generally as such debts become due; or take any action (including action by directors or stockholders or partners) looking to the liquidation or dissolution of Borrower or Tenant;

(g) If any action shall be commenced to enforce any lien or encumbrance upon any of the security for the Loan, which lien or encumbrance is either superior or inferior to the interest of the Lender, and such action shall not be dismissed within sixty (60) days after its commencement;

(h) If for any reason any lien or other security interest of Lender under any of the Loan Documents, or any of the security for the Loan, shall be declared unenforceable by a court of competent jurisdiction;

(i) If any representation, warranty, statement, report, or certificate made herein or in any other Loan Document by Borrower, Tenant or the Guarantors heretofore made to Lender shall not be accurate in any material respect as of the date of which same is made, and if same is not rendered accurate as soon as reasonably possible after the date as of which it was made;

(j) If any tax, assessment, levy or other charge or imposition of any taxing body or other governmental authority assessed, levied or imposed upon Borrower or Tenant or any of the earnings, operations, stock or any property or asset or either of them, shall not be paid when same is due and payable;

(k) If any default shall occur under the terms or conditions of any other indebtedness owing to Lender by Borrower, Tenant or the Guarantors.

Section 9. Remedies.

Upon the occurrence of any Event of Default, unless such Event of Default is subsequently waived in a writing signed by the Commission of D.E.D. of Lender, Lender shall be entitled, at Lender's option, to exercise any one or more of the following rights and remedies:

(a) Lender may (but shall not be obligated to) perform any of the obligations, covenants and/or agreements, or to make any of the payments (including those due to Lender), with respect to which the Event of Default has occurred and any amount incurred or expended by Lender in so doing, plus interest thereon at the rate then payable upon the Loan, shall be secured by all of the security for the Loan and shall be due and payable to Lender upon demand.

(b) Lender may declare the entire principal amount of the Loan, and all other amounts payable under the Loan Documents, to be immediately due and payable, together with accrued interest on such amounts, without further notice to or demand on Borrower. Lender may also declare all said amounts due and payable, with interest as aforesaid, upon the occurrence of any event or circumstance allowing Lender so to do, pursuant to any provision of the Note or any other Loan Document.

(c) Lender may exercise any or all other remedies available to Lender in law or in equity under the terms of the Loan Documents or otherwise.

(d) The remedies and rights of Lender hereunder are cumulative and are not mutually exclusive. Lender shall be entitled to resort to any one or more or all of said remedies and rights, in any order of priority, neither to the limit or exclusion of any others.

(e) The waiver by Lender of any breach, default or non-compliance by any other party hereto under the terms of this Loan Agreement or any other Loan Document, shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach, default, or non-compliance on the part of such party.

(f) No course of dealing on the part of Lender, or any failure by Lender to exercise, or any delay in its exercising, any right, power or remedy shall operate as a waiver thereof or otherwise prejudice Lender's rights, powers and remedies; nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 10. Jobs.

10.01 Borrower shall use its best efforts to create approximately 18 additional permanent jobs within 36 months after execution of this Agreement.

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

Section 11. Equal Employment.

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

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

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

11.03 Discrimination as used herein shall be interpreted in accordance with applicable federal laws. This covenant may be enforced solely by the City and solely against the party who breaches this covenant.

Section 12. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act of the Borrower or the Lender, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or any association or relationship between Lender and Borrower other than that expressly created by the making of this Loan.

Section 13. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower, its successors or assigns for any actions, acts, or omission under, pursuant to, in connection with, or in furtherance of this Agreement.

Section 14. Assignment.

14.01 Borrower may not sell, assign or transfer this Agreement without the prior written consent of Lender.

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

Section 15. Attorney Fees.

If at any time, Lender shall employ counsel to represent Lender in any claim or litigation with respect to or involving Borrower, Tenant or the Guarantors arising out of, or in connection with, any of the transactions contemplated by this Agreement, or in any way relating to any of the Collateral, or to enforce any right of Lender against any person, firm or entity including Borrower, the Tenant or the Guarantors arising out of, in connection with, or relating in any way to this Loan Agreement, the Loan Documents or any term,

covenant, condition, agreement, warranty or provision therein, or to advise Lender of its rights and responsibilities under any Loan Documents, then all of the reasonable attorneys' fees, costs and expenses arising from such matters and incurred or paid by Lender, shall constitute additional obligations of Borrower to Lender payable upon demand and with interest at the rate then payable upon the Loan.

Section 16. Security Agreement.

This Loan Agreement shall constitute a Security Agreement for all purposes of the Uniform Commercial Code of the State of Illinois. Upon any default under this Loan Agreement or any of the other Loan Documents, or upon the maturity of any of the obligations hereunder or thereunder, by acceleration or otherwise, the Lender shall have, in addition to any rights and remedies under the Loan Documents or pursuant to applicable law, the rights and remedies of a Secured Party under the Illinois Uniform Commercial Code, including the right to dispose of any collateral then held in accordance with the provisions of said Code. The requirement of reasonable notice shall be met if such notice is given in accordance with the provisions of Section 17.2 hereof.

Section 17. Additional Provisions.

17.01 Time is of the essence of this Agreement.

17.02 Notices -- 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
Dept. of Economic Development
20 North Clark Street, Suite 2800
Chicago, Illinois 60602
Attention: Commissioner

If to Borrower:

PKP Associates
1814 North Marshfield
Chicago, Illinois 60602
Attention: General Partner

If to Tenant:

Gabriel Laboratories, Ltd.
1814 North Marshfield
Chicago, Illinois 60602
Attention: President

With copies to:

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

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

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

17.04 Governing Law -- This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to the conflicts of law principals of that State.

17.05 Prior Agreements -- This Agreement and the other Loan Documents, and any other documents or instruments executed pursuant thereto or contemplated thereby, shall represent the entire, integrated agreement between the parties hereto with respect to construction and equipping of the Project not yet in place, and shall supersede all prior negotiations, representations, or agreements pertaining thereto, either oral or written. This Agreement and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Agreement. The Borrower and City may have previously entered into a Commitment Letter regarding the Loan. That Commitment Letter shall terminate upon the execution of this Agreement by Borrower.

17.06 Disclaimer by City -- City shall not be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with construction of the Project. City shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or against the Premises. Neither the Borrower nor the Tenant is or shall be an agent of City for any purposes, and City is not a venture partner with the Borrower or the Tenant in any manner whatsoever. City shall not be deemed to be in privity of contract with any contractor, subcontractor, or provider of services be deemed to create any third party beneficiary status or recognition of same by City unless and until City expressly assumes such status in writing. Approvals granted by City for any matter covered under this Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of Borrower.

17.07 Indemnification -- To the fullest extent permitted by law, Borrower hereby agrees to protect, indemnify, defend and save harmless, City and its officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by City, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim or damage is caused solely by any act, omission or willful malfeasance of City, its officers, agents and authorized employees. This indemnity is not intended to excuse City from performing hereunder. This obligation on the part of Borrower shall survive the closing of the Loan, the repayment thereof and any cancellation of this Agreement.

17.08 Gender and Number -- Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

17.09 Headings -- All articles, sections, subsections and other descriptive headings or provisions in this Agreement are inserted for convenience only, and shall not be considered part of this Loan Agreement nor affect the construction or interpretation thereof.

17.10 Effect of Agreement -- The submission of this Agreement and the Loan Documents to Borrower for examination does not constitute a commitment or an offer by City to make a commitment to lend money to Borrower; this Agreement shall become effective only upon execution and delivery hereof by City to Borrower.

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH A-1 BOX AND
PAPER COMPANY, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Loan and Security Agreement in the amount of \$75,000.00 with A-1 Box and Paper Company, Inc., to be located at 5410 West Roosevelt Road, Chicago, Illinois.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The State of Illinois has made available to the City of Chicago, through the federal Community Development Block Grant Program, a grant in the amount of \$656,000.00 to be used to make low interest loans to start up and expand businesses; and

WHEREAS, A-1 Box and Paper Co., Inc. has made an application to the Department of Economic Development to borrow \$75,000.00 for purposes of relocating to a City of Chicago incubator site, purchasing machinery and equipment, and for working capital, which will result in sixteen new permanent job opportunities for low and moderate income individuals residing in the City of Chicago; and

WHEREAS, The Economic Development Commission has approved the application of \$75,000.00; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute a Loan and Security Agreement with A-1 Box and Paper Co., Inc., pursuant to which the City will loan \$75,000.00 to A-1 Box and Paper Co., Inc. to assist the principals in relocating and expanding their manufacturing facilities said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

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

Loan and Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602 and A-1 Paper and Box Co., Inc., an Illinois corporation, with principal offices at 900 South Cicero, Chicago, Illinois, ("Borrower").

Recitals:

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

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

Whereas, Borrower desires to borrow and Lender desires to lend the sum of Seventy-five Thousand 00/100 Dollars (\$75,000) ("Loan") for the purposes of relocating its plant to 5410 West Roosevelt, Chicago, Illinois and purchasing machinery and equipment;

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

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

Section 2. Definitions.

2.01 "Affiliate" shall mean any entity in which Borrower or one or more stockholders or partners of Borrower, now or at any time hereafter during the term of the Loan, have an equity or other ownership interest equal to or in excess of 50% of the total equity of or other ownership interest in such entity.

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

2.03 "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.

2.04 "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 Section 4 of this Agreement as security for the Loan.

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

2.06 "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.

2.07 "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.

2.08 "Property" shall mean that certain real estate located at 5410 West Roosevelt, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.10 "Senior Lender" shall mean Michigan Avenue National Bank, 30 North Michigan Avenue, Chicago, Illinois 60602.

2.11 "Co-Junior Lender" shall mean the State of Illinois Department of Commerce and Community Affairs.

Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$75,000.00.

3.02 The term of the Loan shall be 8 years.

3.03 The rate of interest charged on the Loan, per annum, shall be 3%.

3.04 Repayment of the Loan shall be in 96 equal monthly installments of principal together with interest thereon at the rate set forth in Paragraph 3.03 above. Payments shall be made on or before the first day of the month commencing on the 1st day of _____, 1986.

3.05 Borrower expressly agrees that Loan proceeds shall be used only for working capital, and for purchasing machinery and equipment as part of its business expansion program and that said machinery and equipment will be used only at the Property; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower hereby grants, or causes to be granted to Lender, a security interest in and to all of the following:

4.01 Inventory, equipment, machinery, vehicles and fixtures, and other tangible business assets located at 5410 West Roosevelt, Chicago, Illinois, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

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

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

4.04 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that notwithstanding the fact that the City may, from time to time, agree to a parity security position with another lender(s), the liens and/or security of the Loan may be subordinated to the Loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$210,000.00 plus additional amounts actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

4.06 Borrower agrees that Bernice Wertheimer and Michelle Wertheimer shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following, some of which may already have been accomplished shall be required of Borrower as conditions precedent to disbursement of Loan Proceeds:

5.01 Borrower shall certify to Lender that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds.

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

5.03 Borrower shall have furnished to Lender insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for

the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such business assets in similar businesses. Said policy or policies shall be duly endorsed identifying the Lender as a loss payee, as its interests appear.

5.04 Personal Guarantee of Bernice Wertheimer and Michelle Wertheimer for repayment of the Loan.

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

5.06 Landlord's Waiver of a Lien.

Section 6. Conditions Subsequent.

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

Section 7. Warranties, Representations and Covenants.

Borrower warrants and represents and covenants to Lender as follows:

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

7.02 Borrower shall be subject to, obey and adhere to any and all federal, state, and local laws, statutes, ordinances, rules and regulations, and executive orders as are now or may be in effect during the term of the Loan.

7.03 Except as disclosed in the Financials, (a) Borrower now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the Illinois 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 otherwise permitted under Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the

Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

7.04 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position shared with the State of Illinois Department of Commerce and Community Affairs on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence its compliance with this Paragraph 7.04.

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

7.06 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

7.07 Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently

applied not less frequently than annually, and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. In addition, upon Lender's request, Borrower shall submit to Lender not more frequently than once per calendar quarter, statements of Borrower's employment profile and Borrower's financial condition prepared in accordance with generally accepted accounting principles consistently applied.

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

Section 8. Maintaining Records/Right To Inspect.

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

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

8.03 The rights of access and inspection provided in this Section 7 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 9. Events of Default.

Borrower shall be in Default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) failure to make when due and owing, any payment which failure shall continue for a period of ten (10) days following notice thereof to Borrower; (b) failure to perform any obligations of or any covenants or liabilities contained or referred to herein other than payment under the Note; (c) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (e) Borrower's sale, partial sale, transfer or voluntary disposition of its business; (f) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (f) of this Section 9, continuing for a period of sixty (60) days after notice thereof to Borrower; or (h) any default of Other Agreements with the

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

Section 10. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101, *et seq.*), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver By Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of

Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

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

Section 12. Prepayment.

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

Section 13. Equal Employment.

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

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

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

13.03 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal laws. This covenant may be enforced solely by the City and solely against the party who breaches this covenant.

Section 14. Disclaimer of Relationship.

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

Section 15. Conflict of Interest.

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

Section 16. Limitation of Liability.

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

Section 17. Assignment.

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

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

Section 18. Additional Provisions.

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

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

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

With Copies To: Office of the Corporation Counsel
Room 511 - City Hall
121 North LaSalle Street
Chicago, Illinois 60601

If To Borrower: A-1 Box and Paper Co., Inc.
900 South Cicero
Chicago, Illinois 60644
Attention: Bernice Wertheimer

Copy To: A-1 Box and Paper Co., Inc.
5410 West Roosevelt
Chicago, Illinois
Attention: Bernice Wertheimer

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

18.03 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.

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

18.05 In all instances where the Lender's consent or approval is required, Lender agrees not to unreasonably, arbitrarily or capriciously withhold such consent or approval.

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

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do Hereby Certify that the above-named officers of A-1 Box and Paper Co., Inc. (the "Borrower") personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth:

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

Notary Public

My Commission Expires _____

**AUTHORITY GRANTED FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH MR. WILLIAM KRONE.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Loan and Security Agreement in the amount of \$75,000.00 with Mr. William Krone to expand business and job opportunities at 219 North Carpenter Street.

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

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

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has made available to the City of Chicago funds in the amount of \$1,500,000 to be used to make low interest loans to start up and expand businesses; and

WHEREAS, Imperial Color, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$75,000 for purposes of acquiring land and a building which will be used for the business expansion of Imperial Color, Inc., and which will result, among other things, in the creation of an estimated 10 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, By resolution dated June 6, 1986, the Economic Development Commission of the City of Chicago has approved a Business Development Loan for the business expansion of Imperial Color, Inc.; now, therefore,

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

SECTION 1. That the Commissioner of Economic Development is authorized to enter into and execute on behalf of the City of Chicago, upon the granting of adequate security and subject to the approval of the Corporation Counsel as to form and legality, a Loan and Security Agreement with Imperial Color, Inc. and its president and major shareholder, William Krone, in the amount of \$75,000, said agreement to be substantially in the form attached hereto as Exhibit "A".

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

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

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

Loan and Security Agreement.

This Agreement made on the _____ day of _____, 1986 between the City of Chicago, Illinois, a home rule unit of government and municipal corporation, by and through its Department of Economic Development ("Lender"), with offices at 20 North Clark Street, Room 2800, Chicago, Illinois 60602, and Imperial Color, Inc., an Illinois corporation, with offices located at 618 West Jackson Boulevard, Chicago, Illinois 60606, and its president and major shareholder, William Krone, whose address is 4733 Lawn

Avenue, Western Springs, Illinois 60558 (Imperial Color, Inc. and William Krone are hereinafter referred to collectively as "Borrower").

Recitals:

Whereas, the Department of Economic Development of the City of Chicago ("D.E.D."), was established on the 10th of February, 1982, by ordinance of the City Council of the City of Chicago; and

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

Whereas, D.E.D. has funds available to it from the Community Development Block Grant Program of the United States Department of Housing and Urban Development ("H.U.D.") in the amount of \$1,500,000 to be used to make low interest loans to start up and expand businesses; and

Whereas, Borrower desires to borrow from Lender, and Lender desires to lend Borrower the sum of \$75,000 ("Loan") for the purpose of purchasing land and a building which will result, among other things, in the creation of an estimated ten (10) new, permanent job opportunities for low and moderate income persons residing in the City of Chicago.

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

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

Section 2. Definitions.

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

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

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

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

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

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

2.07 "Property" shall mean that certain real estate located at 219 North Carpenter Street, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.09 "Senior Lender" shall mean Park National Bank located at 2958 North Milwaukee Avenue, Chicago, Illinois 60652.

2.10 "Tenant" shall mean Imperial Color, Inc.

Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$75,000.

3.02 The term of the Loan shall be 10 years.

3.03 The rate of interest charged on the Loan shall be seventy-five (75%) of prime on the principal balance outstanding from time to time.

3.04 Repayment of the Loan shall be in 120 equal monthly installments of principal and interest pursuant to Paragraph 3.03 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower.

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

3.06 Borrower shall make available for the life of the City loan the first floor leasable space for occupancy by the Tenant unless the Tenant terminates its existence as a for-profit corporation by going out of business.

Section 4. Grant of Security Interest.

4.01 To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a second position on facility located at 219 North Carpenter Street.

4.02 Equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; including without limitation proceeds of insurance policies insuring the Collateral.

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

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

4.05 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$75,000.

Section 5. Conditions Precedent.

The following shall be required of Borrower as conditions precedent to disbursement of Loan proceeds:

5.01 Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds.

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

5.03 Borrower shall have furnished to City insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. Said policy or policies shall be duly endorsed indentifying the City as a loss payee, as its interests appear.

5.04 Personal Guaranty of repayment of the Loan.

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

5.06 Assignment of Rents to City from second story leasable space at 219 North Carpenter Street.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

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

6.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an individual; (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 any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this

Agreement: (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.03.

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

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

6.06 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a

copy of the aforesaid annual financial statement(s) to Lender. In addition, upon request by D.E.D., Borrower shall submit to D.E.D. no more frequently than once per calendar quarter, statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.

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

Section 7. Maintaining Records/Right To Inspect.

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

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

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

Section 8. Jobs.

8.01 Borrower shall use its best efforts to create approximately 10 new, permanent jobs within 24 months after execution of this Agreement.

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

Section 9. Events of Default.

Borrower shall be in Default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) failure to make when due and owing, any payment under the Note which failure shall continue for a period of ten (10) days following notice thereof to Borrower; (b) failure to perform any obligations of or any covenants or liabilities contained or referred to herein other than payment under the Note; (c) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (e) Borrower's sale, partial sale,

transfer or voluntary disposition of its business; (f) involuntary dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and, for (b) through (f) of this Section 9, continuing for a period of 60 days after notice thereof to Borrower; or (g) any default of Other Agreements with the Lender or the Senior Lender which would permit the Lender or the Senior Lender as the case may be, after the expiration of any applicable cure period thereunder, to accelerate its loan.

Section 10. Remedies

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code). The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver by Lender.

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

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

Section 12. Prepayment.

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

Section 13. Equal Employment.

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

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

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

13.03 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal law. This covenant may be enforced solely by the City and solely against the party who breaches this covenant.

Section 14. Disclaimer of Relationship.

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

Section 15. Conflict of Interest.

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

Section 16. Limitation of Liability.

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

Section 17. Non-Assignability.

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

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

Section 18. Additional Provisions.

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

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

If To Lender:

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

If To Borrower:

Imperial Color, Inc.
219 North Carpenter Street
Chicago, Illinois 60607
Attention: William Krone

With Copies To:

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

Mr. Thomas Krone
4230 Saratoga
P.O. Box 570
Downers Grove, Illinois 60515

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

18.03 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.

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

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH MR. WILLIAM KRONE AND
MR. MICHAEL ANTHONY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement in the amount of \$4,050.00 with Mr. William Krone and Mr. Michael Anthony to assist in the acquisition of property location at 219 North Carpenter Street.

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

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

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The Economic Development Commission of the City of Chicago, pursuant to the Plan and pursuant to a resolution adopted May 21, 1986, has approved a redevelopment project which obligates the City of Chicago to financially assist Imperial Color, Inc. ("Company") in the acquisition of land and a building for the purpose of expanding its graphic arts business; and

WHEREAS, The president and major shareholder of Imperial Color, Inc. has executed a contract of sale with Michael Anthony to acquire certain real estate located at 219 North Carpenter Street, Chicago, Illinois 60607 ("Property") as part of Imperial Color, Inc.'s business expansion plans which are expected to result in the addition of approximately ten (10) employees within twenty-four (24) months of closing; now, therefore,

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

SECTION 1. That the Commissioner of Economic Development is authorized to enter into and execute on behalf of the City of Chicago, upon review by the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate the City of Chicago to assist the Company in the acquisition of the Property, said agreement to be substantially in the form attached hereto as Exhibit "A".

SECTION 2. That the Commissioner of Economic Development is further authorized to enter into and execute such additional agreements and documents as may be necessary and proper to implement the terms of the Redevelopment Agreement.

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

Exhibit A (Redevelopment Agreement) attached to this ordinance reads as follows:

Exhibit A.

Redevelopment Agreement.

This Agreement made as of the 28th day of May, 1986, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), William Krone individual residing at 4733 Lawn Avenue, Western Springs, IL 60558 (collectively, "Purchaser"), Michael Anthony with offices at 219 N. Carpenter Street ("Seller"), and Imperial Color, Inc. an Illinois Corporation with offices at 618 W. Jackson Blvd., Chicago, Illinois 60606 (Tenant).

Recitals:

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

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

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

Whereas, Seller and Purchaser have executed an agreement dated January 22, 1986 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 219 North Carpenter Street, Chicago, Illinois 60607 ("Property") for the total amount of \$315,000.00, which Purchaser will operate its graphic art studio and expand its current graphic art studio operations ("Project"); and

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

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated May 21, 1986, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 10 permanent jobs, and create an estimated 10 new, permanent jobs:

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

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

Section II. Consideration.

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

Section III. Redevelopment Plan.

Purchaser shall: (i) prepare or cause Imperial Color, Inc., to prepare the Property for expansion of Imperial Color, Inc., for current use as a graphic arts studio facility of approximately 9,000 square feet; (ii) develop plans and specifications for the expansion in conformity with all applicable state and local laws and regulations; (iii) use the Property in accordance with applicable zoning laws; and (iv) complete the aforesaid expansion no later than December 31, 1986.

Section IV. Employment.

Developer shall use its best efforts to increase its total employment to approximately 20 permanent employees at the Property within 24 months of execution of this Agreement.

Section V. Conveyance of Property.

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

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

(c) The sale and conveyance shall, in any event, be closed no later than December 1986.

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

Section VI. Evidence of Financing.

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

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than _____.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section X. Transfer or Abandonment of Property.

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

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

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

Section XI. Limitation Upon Encumbrance of Property.

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

Section XII. Mortgagees Not Obligated to Construct.

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

Section XIII. Enforced Delay in Performance.

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

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

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

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

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

Section XV. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

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

Section XVII. Default.

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

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipt of the aforesaid notice, by the Purchaser, Purchaser shall upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans.

(c) Notwithstanding anything herein to the contrary, Seller shall not be liable for any default of this Agreement except a default of Seller under the Sale Contract.

Section XIX. Non-discrimination.

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

Section XX. Equal Employment Opportunity.

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

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XXI. Miscellaneous.

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

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

If to City:

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

If to Purchaser:

Imperial Color, Inc.
219 North Carpenter Street
Chicago, Illinois 60607

If to Seller:

Michael Anthony

If to _____:

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

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

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH ORLEANS INSTITUTE
PLACE ASSOCIATES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement in the amount of \$800,000.00, with Orleans Institute Place Associates to assist in the rehabilitation of a building located at the northwest corner of Chicago Avenue and Orleans Street.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by an Ordinance passed July 29, 1985, authorized the submission of an application for an Urban Development Action Grant, to the United States Department of Housing and Urban Development 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 preliminarily approved Urban Development Action Grant No. B-86-AA-17-0233 ("Grant Agreement") which provides that, upon satisfaction of certain conditions contained in the Grant Agreement, the City shall receive, and shall loan to Orleans Institute Place Associates, an Illinois limited partnership, an amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00), for the rehabilitation of a commercial retail facility located at the northwest corner of Chicago and Orleans Street, Chicago, Illinois which will create 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 ("Commissioner"), is authorized to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement, substantially in the form attached hereto and hereby approved, or with such changes therein as may be approved by the Commissioner, his execution thereof to constitute the conclusive evidence of his approval of any and all changes or revisions in the form of the Redevelopment Agreement which may be necessary, proper or useful to effectuate the terms and conditions of the Grant Agreement as it may, from time to time, be amended.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary, proper or useful to effectuate the terms and conditions of the Grant Agreement and the Redevelopment Agreement.

SECTION 3. The Commissioner is further authorized to require, as a condition precedent to disbursement, that Orleans Institute Place Associates, or any land trustee of which it is the sole beneficiary, for purposes of holding title to the property as aforesaid, provided all documentation, financial or otherwise, information, assurances, guarantees, security, and other items reasonably required for the disbursement and repayment of the proceeds of the Urban Development Action Grant and the fulfillment of any requirements under the Grant Agreement and the Redevelopment Agreement.

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

Urban Development Action Grant 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 _____, 1986, between the City of Chicago, Illinois (the "City"), by and through the Department of

Planning ("Planning") having its offices at City Hall, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, and Orleans Institute Place Associates, ("Developer") an Illinois limited partnership and sole beneficiary of a land trust created pursuant to Trust Agreement No. _____, dated _____, and _____ ("Borrower") as land trustee under the aforementioned trust.

Witnesseth:

Whereas, Planning has as its primary purpose, the planning and implementation of development in the central area of the City; and

Whereas, it is the intention of Borrower to acquire a parcel of real property of approximately 1.38 acres, located on the northwest corner of Chicago and Orleans Street, Chicago, Illinois and rehabilitate an approximately 165,000 square foot industrial building located thereon at the northwest corner of Chicago and Orleans Streets, Chicago, Illinois, which will allow Developer to create new employment opportunities; and

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

Whereas, in response to said application the United States Department of Housing and Urban Development has preliminary approved U.D.A.G. Grant No. B-86-AA-17-0233 (the "U.D.A.G. Grant") which provides that \$800,000.00 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 1. Definitions.

1.1 "Authority" shall mean the Illinois Development Finance Authority, an agency of the State of Illinois with offices at 2 North LaSalle Street, Suite 780, Chicago, Illinois 60602.

1.2 "Bond Purchaser" shall mean Robert W. Baird & Co., Inc., a Wisconsin corporation, with offices at 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, the purchaser of \$7,500,000 of Industrial Revenue Bonds issued by the Authority.

1.3 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to City (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 created, incurred, acquired or owing and however evidenced, under this Agreement.

1.4 "Charges" shall mean charges, taxes, levies, assessments, liens, claims and/or encumbrances of all national, federal, state, county, city, municipal and/or other

governmental entity (or any instrumentality, division, agency, body or department thereof), or non-governmental claims or liens 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.

1.5 "Collateral" shall mean those assets of Borrower and Developer (individually or collectively), now owned or hereafter acquired including all real property, fixtures and Non-Real Collateral (defined as all personal property secured hereunder, now owned or hereafter acquired) in which Borrower or Developer has granted Lender a security interest as set forth in Exhibit C of this Agreement as security for the Loan.

1.6 "Countable Private Funds" shall have the meaning ascribed to it in Exhibit 1, Section 1(D) (4) hereto.

1.7 "Cure Period" shall have the meaning ascribed to it in Section 9.4.

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

1.9 "Financing Statements" shall mean those referred to in Exhibit B, Section 3(b).

1.10 "Guaranty" shall mean that certain unconditional and irrevocable guaranty to repay the U.D.A.G. loan and complete the project, made by Thomas A. Snitzer, general partner of the Developer, of even date herewith.

1.11 "H.U.D." shall mean the United States Department of Housing and Urban Development.

1.12 "Loan" shall mean the sum of not to exceed \$800,000.00 of U.D.A.G. proceeds to be loaned to Borrower, pursuant to the U.D.A.G. grant.

1.13 "Loan Documents" shall mean this Agreement, the Mortgage, the Note, the Financing Statements, the Guaranty, and any other documents required by the City in connection with the Loan.

1.14 "Mortgage" shall mean that certain Junior Mortgage, Assignment of Rents and Security Agreement between the Borrower and the City of even date herewith.

1.15 "Non-Real Collateral" shall have the meaning ascribed to it in Section 1.4 above.

1.16 "Note" shall mean that certain Promissory Note made unto the City by the Borrower, of even day herewith.

1.17 "Property" shall mean that certain real estate located at the northwest corner of Chicago, Illinois, as more particularly described in Exhibit D attached hereto and made a part hereof, and all buildings, facilities, structures and fixtures now existing or hereafter erected thereon.

1.18 "Project" shall mean all authorized activities of Borrower in constructing and developing the Property using the proceeds of the Loan, the Senior Financing (as hereinafter defined), and Borrower's equity, consistent with the U.D.A.G. Grant Agreement and this Agreement.

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

1.20 "Senior Lender" shall mean the Bond Purchaser.

1.21 "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 respective obligations under such loans.

Section 2. Consideration.

In consideration of the City, the Borrower and the 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, the Borrower and the Developer agree as hereinafter set forth.

Section 3. 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 B.

Section 4. Borrower's and Developer's Covenants.

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

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

4.2 Developer shall proceed diligently to carry out the rehabilitation of the Property pursuant to Exhibit A.

4.3 Developer shall use its best efforts to create or cause to be created in connection with tenant occupancy and utilization of the Property, within 36 months after the date of preliminary approval of the U.D.A.G. Grant Application, on February 6, 1989, 330 permanent jobs, of which 132 will be for low and moderate income persons, 50 will be for C.E.T.A.-eligible persons, and 99 will be for minority persons.

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

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

4.6 (a) Borrower is now a corporation duly organized and existing and in good standing under the laws of the State of _____ and Developer is now a limited partnership, under the laws of the State of Illinois; each are qualified or licensed to do business in any and all other states in which the laws thereof require Borrower and/or Developer to be so qualified and/or licensed; (b) Borrower and Developer have the right and power and are duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower and 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 Borrower's Articles of Incorporation or By-Laws or Developer limited partnership agreement, or any instrument or document to which Borrower or Developer is now a party or by which it is bound; (d) Borrower or Developer have good, indefeasible and merchantable title to and ownership of the Collateral free and clear of all liens, claims, security interests and encumbrances except those of the City, the Senior Lender, as permitted pursuant to Paragraph B of this Agreement and exceptions to title as approved by the City; (e) Borrower is now solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower or 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 or Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower and Developer have, and are 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 their business, and to own or lease and operate their properties (including but not limited to the Property) as now owned or leased by them; (h) Neither Borrower nor Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement relating to the borrowing of monies to which either is a party or by which either 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/or 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.

4.7 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 4.7 prior to disbursement of Loan proceeds.

4.8 Borrower and Developer shall not, 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 Exhibit B or hereof, (a) permit, grant or suffer a security interest in any of the Collateral to any person, or permit, grant, or suffer a lien, claim or encumbrance upon any of the Collateral; (b) permit, grant 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 its Borrower's Liabilities.

4.9 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise the City thereof in writing, at which time the City 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 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, as the case may be, to the City. Notwithstanding anything herein to the contrary, Borrower 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 the Borrower, in good faith shall be contesting said Charges in an appropriate proceeding, and further provided that if said Charges are in excess of \$5,000, Borrower shall insure over any such Charges, or give to the City such additional collateral and/or assurances as the City in its reasonable 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 principals consistently applied, not less frequently than annually, and certified to by the chief executive officer of the Developer. Within 90 days following the close of each fiscal year of Developer, Developer shall provide a copy of the aforesaid annual financial statement(s) to the City. 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 Developer's employment profile and Developer's financial condition.

4.11 Borrower 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 its operations or perform all of its 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 with respect to the Project, so long as any of Borrower's Liabilities remain unsatisfied.

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 Project has Met All Environmental Clearance Requirements, As Evidence By City's Receipt Of 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.

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

4.14 Continuation of Representations and Warranties -- All representations and warranties of Borrower and/or Developer, contained in this Agreement shall be true at the time of its execution of this Agreement, and shall survive the execution, delivery and

acceptance hereof by the parties hereto, and shall remain true and correct so long as any part of the Loan shall remain outstanding.

Section 5. Inspection and Review.

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

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

5.3 Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall be as follows:

(a) For H.U.D., until the completion of all close-out procedures respecting the U.D.A.G. Grant and final settlement and conclusion of all matters arising therefrom;

(b) For the City, until the Loan is paid in full and final settlement and conclusion of all matters arising therefrom.

Section 6. Certificate of Completion.

Promptly after completion by Developer of each portion of the Project, the City will, upon request of Developer, furnish Developer with appropriate instruments certifying such completion. Such certification 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 certification shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certification within 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 Borrower to make or perform in order to obtain such certification.

Section 7. Restriction on Use.

During the term of the Loan, Borrower and Developer shall devote the Property solely for purposes of developing and operating a commercial retail center.

Section 8. Other Security Interests.

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

8.2 Permitted Liens. Subject to the provisions of Paragraph 8.3 of this Section 8, the following shall be Permitted Liens against the Project: (a) liens for taxes being contested in good faith by appropriate proceedings; (b) deposits or pledges to secure obligations under workmen's compensation, social security or similar laws, or under unemployment insurance; (c) deposits or pledges given in the ordinary course of business to secure bids, tenders, contracts (other than contracts for the payment of money), leases and other like obligations; (d) judgment liens unless the judgment secured shall remain unstayed, undischarged or unbonded for 30 days; (e) mechanics, workmen's, materialmen's, or other like liens arising in the ordinary course of business being contested in good faith; (f) easements, rights of way, zoning restrictions and similar charges or encumbrances not interfering with the operations of the Borrower or the Developer, or the Project; (g) purchase money mortgages, liens, pledges or security interests existing in collateral or property acquired by Borrower or Developer after the date of this Agreement, provided that City's perfected security interest in assets of Borrower or Developer, granted to secure repayment of the Loan shall have a value (as determined by independent appraisal, if necessary, and paid for solely by Borrower), of no less than 120% of the then outstanding principal balance of the Loan; provided, however, purchase money mortgages or security interests may be granted on machinery and equipment used on the Project, in Borrower's or the Project's operating manager's ordinary course of business, upon the prior written consent of the City, which consent will not be unreasonably withheld.

Developer shall promptly give written notice of any Permitted Liens affecting the Property, where the City's prior consent pursuant to the Section 8, is not required. In the event any such Permitted Lien is in excess of \$100,000, Developer shall provide evidence of reserves and/or grant additional security to the City, as the latter may reasonably request to assure its security in the U.D.A.G. Collateral is not materially diminished by such Permitted Lien.

Section 9. Events of Default.

9.1 Borrower and Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions: (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 herein after the expiration of the Cure Period; (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, Developer 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.

9.2 If a monetary default shall have occurred, and shall continue for 10 days from receipt of notice thereof deemed to be 3 days after City has placed said notice in the United States Mails, or with another carrier chosen by the City ("Notice"), addressed to Borrower, and, if Borrower has not cured said default(s), then the City shall have the right to exercise the remedies provided in Section 10 of this Agreement.

9.3 If a non-monetary default shall have occurred, the City shall send notice to Borrower of such default. If such default is not cured within sixty (60) days after receipt of Notice (as defined above) then the City shall have the right to exercise the remedies provided for in Section 10 hereof, but provided, however, that in the event a non-monetary default cannot reasonably be cured within the aforesaid 60 day period, and if Developer has commenced efforts to cure, then the time to cure such non-monetary default shall be extended so long as Developer diligently continues to cure such default.

9.4 Cure Period -- The time periods referred to in Section 9.2 and 9.3 of this Agreement are herein collectively referred to as the Cure Period. Provided further, however, that in the case of a default under the Senior Financing, if the cure period granted therein is less than the cure period granted hereunder, then that cure period shall be the Cure Period under this Agreement.

Section 10. Remedies.

Upon an event of default as defined in Section 9 above such default not having been previously cured within the applicable cure period, 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, the City may pursue one or more of the following remedies:

(a) City, at its option, may declare all obligations secured hereby immediately due and payable, and,

(b) City may withhold further disbursements of the proceeds of the Loan, and,

(c) City may use unadvanced Loan proceeds to complete the Project, and

(d) If applicable, the City shall have the remedies of a secured party under the Uniform Commercial Code as adopted and amended from time to time in Illinois ("Code") including, without limitation, the right to take immediate and exclusive possession of the 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 Collateral or any part thereof may be situated and remove the same therefrom (provided that if any 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 Non-Real Collateral for sale, until disposed of, or may propose to retain the Non-Real Collateral subject to Developer's right of redemption in satisfaction of Developer's obligations as provided in the Code. City, without removal, may render the Non-Real Collateral unusable and dispose of the Non-Real Collateral on the Property. City may require Developer to assemble the Non-Real

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 Non-Real Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Developer at least 5 days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Developer in Section 20.3 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 Non-Real 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 the contrary, upon Borrower's or Developer's failure to meet its obligations pursuant to Exhibit C, City may at its sole option assess a late charge of \$50 per day for each day the aforesaid obligations remain unfulfilled.

10.2 (a) The remedies of the City hereunder are in addition to any remedies conferred upon the City by law, and by the Mortgage, the terms of the Note, and any of the other Loan Documents. The remedies of City hereunder are cumulative and may be exercised concurrently or successively, it being the intent hereof that none of the remedies shall be to the exclusion of any others. The exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of City so long as any part of the Borrower and/or Developer's obligations remain unsatisfied.

Section 11. 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 and Developer shall bind their executors, administrators, successors and assigns. This Agreement shall become effective, after signed by the Borrower, when it is signed by the City.

(b) All rights of City to and under this Agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. Borrower agree 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. Neither Borrower nor Developer shall 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 the Borrower shall not waive hereby any right of action to the extent that waiver is expressly made unenforceable under applicable law.

Section 12. 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 Senior 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 13. Equal Employment Opportunity.

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

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

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

13.3 Developer will include the provisions of subsections 13.1 and 13.2 of this Section XIV in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractors, as the case may be.

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

Section 14. M.B.E./W.B.E. Requirements.

[to come; shall be in compliance with Executive Order 85-2]

Section 15. 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. funds, and Neither Borrower nor Developer shall succeed to any rights, benefits or advantages of the City under the U.D.A.G., nor attain any rights, privileges, authorities or interest in or under the U.D.A.G. Grant.

Section 16. 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 17. 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 18. 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 or their successors or assigns in the event of any default or breach by the City under this Agreement.

Section 19. Additional Provisions.

19.1 Time is of the essence of this Agreement.

19.2 Signs -- 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.

19.3 Notices -- 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
121 North LaSalle Street,
Room 1000
Chicago, Illinois 60602
Attention: Commissioner

If to Borrower:

If to Developer:

Orleans Institute Place Associates
c/o Bennett & Kahweiler Associates
30 South Wacker Drive, 40th Floor
Chicago, Illinois 60606
Attention: Thomas A. Snitzer

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.

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

19.5 Governing Law -- This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to the conflicts of law principals of that State.

19.6 Prior Agreements -- This Agreement and the other Loan Documents, and any other documents or instruments executed pursuant thereto or contemplated thereby, shall represent the entire, integrated agreement between the parties hereto with respect to construction and equipping of the Project not yet in place, and shall supersede all prior negotiations, representations, or agreements pertaining thereto, either oral or written. This Agreement and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Agreement. The Developer and City may have previously entered into a Commitment Letter regarding the Loan. That Commitment Letter shall terminate upon the execution of this Agreement by Developer.

19.7 Disclaimer by City -- City shall not be liable to any Contractor, Subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with construction of the Project. City shall not be liable for any debts or claims accruing in favor of any such parties against Borrower, Developer or against the Premises. Neither the Borrower, or the Developer is or shall be an agent of City for any purposes, and City is not a venture partner with Borrower or the Developer in any manner whatsoever. City shall not be deemed to be in privity of contract with any contractor, subcontractor, or provider of services nor shall any action be deemed to create any third party beneficiary status or recognition of same by City unless and until City expressly assumes such status in writing. Approvals granted by City for any matter covered under this Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of Developer.

19.8 Indemnification -- To the fullest extent permitted by law, Borrower and Developer hereby agrees to protect, indemnify, defend and save harmless, City and its officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by City, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim or damage is caused solely by any act, omission or willful malfeasance of City, its officers, agents and authorized employees. This indemnity is not intended to excuse City from performing hereunder. This obligation on the part of Borrower and Developer shall survive the closing of the Loan, the repayment thereof and any cancellation of the Loan Agreement.

19.9 Gender and Number -- Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

19.10 Heading -- All articles, sections, subsections and other descriptive headings or provisions in this Agreement are inserted for convenience only, and shall not be considered part of this Loan Agreement nor affect the construction or interpretation thereof.

19.11 Effect on Agreement -- The submission of this Agreement and the Loan Documents to Borrower or Developer for examination does not constitute a commitment or an offer by City to make a commitment to lend money to Borrower; this Agreement shall become effective only upon execution and delivery hereof by City to Borrower and Developer.

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

[Signature forms omitted for printing purposes.]

Exhibits attached to this Redevelopment Agreement read as follows:

Exhibit A.

To Redevelopment Agreement.

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

(a) City shall lend Borrower no more than \$800,000 of U.D.A.G. Funds for renovation by Borrower of the Project;

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

(a) Acquire the Property and complete the project elements on the Property (as further described in the U.D.A.G. Grant Application) at a total cost of not less than \$11,782,009 of which not less than \$7,500,000 shall be bond proceeds, not less than

\$2,482,009 shall be Developer's equity funds, plus a \$1,000,000 operating capital reserve, and not more than \$800,000 shall be U.D.A.G. Loan Funds;

- (b) Borrower from Bond Purchaser not less than \$7,500,000 for financing the Project;
- (c) Invest not less than \$2,482,009 cash equity in the Project;
- (d) Certify to the City that it has \$1,000,000 available for an operating capital reserve for the project;
- (e) Borrow from City not more than \$800,000 of Grant Funds for financing the Project; and;
- (f) Execute a triple net master lease with annual lease payments equal to the bond debt service, using a fifteen year term, 25-year amortization schedule and a rate not to exceed 9.5%.

3. Authority shall issue and sell and Bond Purchaser and/or Underwriter shall purchase not less than \$7,500,000 of Industrial Revenue Bonds for the Project, and make the proceeds available to Borrower whereupon Borrower shall cause Developer to utilize the proceeds for the activities described above.

4. Guarantor shall unconditionally and irrevocably guarantee the repayment of the U.D.A.G. Loan and the completion of the Project within the time frame set forth in Exhibit F of the Grant Agreement.

5. 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. U.D.A.G. Interim Loan.

A. Principal -- The principal amount of the U.D.A.G. Interim Loan shall be no more than \$800,000.

B. Interest -- The interest rate shall be 0% per annum.

C. Term -- The Interim Loan period will commence upon the initial disbursement of the U.D.A.G. funds to Borrower but in any event ending no later than July 15, 1987.

D. Disbursement/Ratio -- The following shall be required of Borrower or Developer as Conditions Precedent to disbursement of Loan proceeds:

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

(2) Borrower shall furnish to City a commitment for an A.L.T.A. policy of mortgagee title insurance, and either (1) an A.L.T.A. policy for mortgage title insurance in the full amount of the U.D.A.G. loan, if a lump-sum draw down is requested, or, (2) later-date endorsements upon each disbursement, if more than draw-down will be requested, 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 \$7,500,000, plus further advances by the Senior Lender which are invested in the Project as are required for its completion.

(3) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee, or equivalent evidence, satisfactory to the City, that the Project is insured for its completed replacement value.

(4) No loan funds shall be disbursed until Borrower has first expended not less than \$2,000,000 in private funds for acquisition of the Property. U.D.A.G. funds may then be drawn down for use in the Project activities in a ratio to countable private funds (defined as costs set forth on line r. of Exhibit D of the Grant Agreement) of not more than \$1.00 of U.D.A.G. funds to \$12.48 of countable private funds; thus for every \$13.48 of funds expended on the Project not more than \$1.00 will be U.D.A.G. funds and not less than \$12.48 will be countable private funds.

(5) 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 U.D.A.G. loan proceeds to Borrower:

(a) A letter of Direction and Request for Reimbursement addressed to the City of Chicago, specifying the amount requested, that said amount is for U.D.A.G. eligible items, and is in the ratio of U.D.A.G. Loan funds to countable private funds (as defined above), and stating to whom the disbursement should be made. The request should be on the basis of a percentage of work completed and in place, on a staged basis, a voucher and paid receipts basis or any combination of the same; and

(b) Contractors (and Subcontractors, if applicable,) Sworn Statements of work completed to date and original executed Waivers of Mechanics Liens; and

(c) Certification by Borrower's architect engineer, construction manager, or other certifying officer as may be acceptable to City of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof; and

(d) Borrower's affidavit of Private Funds (defined) as Borrower's working capital, cash equity plus Senior loan disbursements, plus Land Write-down funds expended to date; and

(e) Loan disbursements shall be made upon the submission by Borrower to City of duly executed original of the items set forth in Sub-paragraphs (a) through (d) of this Paragraph 5, along with a certification letter from the Company authorizing the City to disburse Loan proceeds. The certification letter shall provide as follows:

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

E. Disbursement Hold-back -- Loan disbursements shall be made on the following basis;

(1) Until completion of 50% of the Project as determined by certification thereto and approval thereof by the Project Architect, Engineer (or other certifying official acceptable to the City), the Borrower and the City, payment shall be for 90% of each disbursement request, e.g., with a 10% holdback. Upon completion of 50% of the Project, certified to in accordance with the above 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 E(2) below, and the remainder, if any, shall be refunded to Borrower.

(2) After 50% of the Project is completed pursuant to Paragraph E(1) above, all disbursements of the Loan shall be for 95% of each disbursement request, e.g., with a 5% holdback of the remainder.

(3) Upon substantial completion of the Project as certified and approved by the Project Architect, Engineer (or other certifying official as may be acceptable to the City) Borrower and the City, all holdback funds shall be released to Borrower.

2. Permanent Loan.

A. Term -- Term of the U.D.A.G. Permanent Loan shall be 15 years commencing upon completion of construction, but in no event later than October 1, 1987.

B. Principal -- The Principal amount of the U.D.A.G. Permanent Loan shall be the amount disbursed under the U.D.A.G. Interim Loan.

C. Interest -- The interest rate shall be 0% per annum.

D. Repayment -- Repayment of the U.D.A.G. Loan by Borrower to City shall in a single, balloon payment at the end of year 15.

3. Contingent Interest/Participation in Cash Flow.

Developer shall pay to the City for a period of time equal to the term of the U.D.A.G. Permanent loan 25% of the Net Annual Cash Flow of the Project after an 18% non-cumulative return to equity investors based on no more than \$2,500,000 equity. "Net Annual Cash Flow" means all operating income and receipt of the Project less debt service

on the first mortgage, real estate taxes, and reasonable operating expenses (including a management fee not to exceed 5% of operating income) allowable for Federal income tax purposes, excluding reserves for capital improvements, depreciation and other non-cash items. Participation payments shall be due within 90 days of the end of the operating year of the Project.

Required Additional Provisions Applicable to U.D.A.G. Interim and Permanent Loans.

3. Security -- The U.D.A.G. Loan shall be secured as follows:

(a) Real Property: by a deed of trust or mortgage in favor of City upon all land, buildings, fixtures, equipment and other assets of the Borrower comprising the Project. The security position of the City may be subordinated to the first mortgage security interest of the Senior Lender in an amount not to exceed \$7,500,000 plus further advances by the Senior Lender which are invested in the Project and are required for its completion.

The deed of trust or mortgage shall also contain standard provisions to protect the interest of the City as second mortgagee, including, for example, a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage and the unpaid principal balance and interest of the U.D.A.G. Loan shall become immediately due and payable.

The deed of trust or mortgage shall not contain an exculpation clause in favor of Borrower.

To the extent permitted by law, all of the personal property described in the deed of trust or mortgage shall be deemed to be fixtures and part of the real property. As to any part of such personal property not deemed or permitted by law to be fixtures, the deed of trust or mortgage shall constitute a security agreement under the Uniform Commercial Code.

The deed of trust or mortgage shall be deemed to be fixtures and part of the real property. As to any part of such personal property not deemed or permitted by law to be fixtures, the deed of trust or mortgage shall constitute a security agreement under the Uniform Commercial Code.

(b) Personal Property -- The U.D.A.G. Loan should be secured by a grant of security interest in all personal property of Developer which is used and useful in the Project, whether now owned or hereafter acquired. Accordingly, Developer shall execute financial statements (U.C.C.-1 and U.C.C.-2) in a form acceptable to the City.

4. Participation in Sale or Refinancing -- Developer shall pay to City 25% of the Net Proceeds from any sale or disposition in whole or part of the Project or from any refinancing, except refinancing allowed pursuant to a call and/or takeout provision in the first mortgage. "Net Proceeds" shall be defined as all proceeds received less (1) repayment of the first mortgage (if applicable), (2) repayment of the U.D.A.G. Loan, (3) Developer's documented reasonable costs of sale or refinancing, and (4) repayment of documented developer equity contributed to the Project.

5. Participation in Syndication -- City shall be entitled to receive 50% of the Excess Syndication Proceeds from the Project. "Excess Syndication Proceeds" are defined as the sum of "Excess Syndication Proceeds" either owed to or received by the general partner(s) from the limited partner investor(s) that results in a surplus of receipts not needed or required to complete the Project and which are excess of the cash equity requirement called for under Paragraph I(c) of Exhibit C of the Grant Agreement (or \$2,482,009). "Net Syndication Proceeds" are defined as gross syndication proceeds less allowable deductions for legitimate arms-length, third-party costs of the syndication such a legal, accounting, closing, printing, syndication fee, brokerage, marketing and other such reasonable, allowable and necessary legitimate, arms-length, third party costs and deductions of the said syndication.

6. Acceleration -- The entire outstanding principal balance of the U.D.A.G. Loan, and all accrued unpaid interest thereon, shall become immediately due and payable either upon the bankruptcy, reorganization, syndication, (except initial syndication specified above) dissolution or liquidation of the Developer, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the Property, improvements and/or capital equipment situated thereon.

7. Guarantee -- The repayment of the U.D.A.G. Loan and the completion of the Borrower's and Developer's activities, duties, and obligations under this Agreement shall be unconditionally and irrevocably guaranteed by the Guarantor.

8. Prepayment -- No prepayment may occur without prior written approval of the City.

8. Time Frame for Completion -- The project shall be completed in accordance with the time frame specified in Exhibit F of the U.D.A.G. Grant Agreement as amended from time to time.

9. Data and Information Regarding Jobs and Investment -- During the term of the Grant Agreement and this Agreement, Borrower shall agree to provide necessary data and information as to private investment and jobs relating to the Grant Agreement or this Agreement, as required by the City.

10. Annual Accounting -- Developer shall deliver a statement to the City from an independent Certified Public Accountant, within 90 days of the close of each operating year during the term of the U.D.A.G. Permanent loan, certifying:

- (1) Operating Income and receipts of the Project;
- (2) Operating Expenses;
- (3) Net Annual Cash Flow;
- (4) Developer equity;
- (5) Net Proceeds, if applicable; and
- (6) The amount of participation in Net Annual Cash Flow and Net

Proceeds due City, along with a check in the amount therefore, if applicable.

Exhibit C

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 or 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.

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

1. Upon initiation of construction activities the Borrower shall insure that the approved wage determination materials, together with a poster (U.S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Borrower shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Borrower shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH NEWLY WEDS FOODS, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement in the amount of \$860,000.00 with Newly Weds Foods, Inc., to assist in the rehabilitation of a building located at 2501 North Keeler Avenue.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by an Ordinance passed November 20, 1985, authorized the submission of an application for an Urban Development Action Grant, to the United States Department of Housing and Urban Development 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 preliminarily approved Urban Development Action Grant No. B-86-AA-17-0238 ("Grant Agreement") which provides that, upon satisfaction of certain conditions contained in the Grant Agreement, the City shall receive, and shall loan to Newly Weds Foods, Inc., an amount not to exceed Eight Hundred and Sixty Thousand dollars (\$860,000.00), for the rehabilitation of a manufacturing facility located at 2501 North Keeler Avenue, Chicago, Illinois which will create 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 Economic Development of the City of Chicago ("Commissioner"), is authorized to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement, substantially in the form attached hereto and hereby approved, or with such changes therein as may be approved by the Commissioner, his execution thereof to constitute the conclusive evidence of his approval of any and all changes or revisions in the form of the Redevelopment Agreement which may be necessary, proper or useful to effectuate the terms and conditions of the Grant Agreement as it may, from time to time, be amended.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary, proper or useful to effectuate the terms and conditions of the Grant Agreement and the Redevelopment Agreement.

SECTION 3. The Commissioner is further authorized to require, as a condition precedent to disbursement, that Newly Weds Foods, Inc., provide all documentation, financial or otherwise, information, assurances, guarantees, security, and other items reasonably required for the disbursement and repayment of the proceeds of the Urban Development Action Grant, and the fulfillment of any requirements under the Grant Agreement and the Redevelopment Agreement.

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

The Urban Development Action Grant 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 _____, 1986, 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, Suite 2800, Chicago, Illinois 60602, and Newly Weds Foods, Inc., a Delaware corporation ("Borrower"), having its principal offices at 4140 West Fullerton Avenue, Chicago, Illinois 60639.

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, Borrower has acquired a parcel of real property of approximately 6.5 acres, located at 2501 North Keeler Avenue, Chicago, Illinois, and intends to renovate and rehabilitate an industrial facility located thereon, which will allow Borrower to create new employment opportunities; and

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

Whereas, in response to said application the United States Department of Housing and Urban Development has preliminarily approved U.D.A.G. Grant No. B-86-AA-17-0238 (the "U.D.A.G. Grant"), which provides that \$860,000.00 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 1. Definitions.

1.1 "Bond Purchaser" shall mean Mellon Bank, N. A. with offices at One Mellon Center, Pittsburgh, Pennsylvania, 15258, the purchaser of \$5,500,000 of Industrial Revenue Bonds issued by the City.

1.2 "Bond" or "Bonds" shall mean the \$5,500,000 Industrial Development Bond issued in connection with this Project, and purchased by the Bond Purchaser.

1.3 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to City (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 created, incurred, acquired or owing and however evidenced, under this Agreement.

1.4 "Charges" shall mean charges, taxes, levies, assessments, liens, claims and/or encumbrances of all national, federal, state, county, city, municipal and/or other governmental entity (or any instrumentality, division, agency, body or department thereof), or non- governmental claims or liens 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.

1.5 "Collateral" shall mean those assets of Borrower (individually or collectively), now owned or hereafter acquired including all real property, fixtures and Non-Real Collateral (defined as all personal property secured hereunder, 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.

1.6 "Countable Private Funds" shall have the meaning ascribed to it in Exhibit 1, Section 1(D)(4) hereto.

1.7 "Cure Period" shall have the meaning ascribed to it in Section 9.4.

1.8 "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.

1.9 "Financing Statements" shall mean those referred to in Exhibit B, Section 3(b).

1.10 "Guaranty" shall mean that certain Guaranty of completion made to the City by the Borrower of even date herewith.

1.11 "H.U.D." shall mean the United States Department of Housing and Urban Development.

1.12 "Loan" shall mean the sum of not to exceed \$860,000.00 of U.D.A.G. proceeds to be loaned to Borrower, pursuant to the U.D.A.G. grant.

1.13 "Loan Documents" shall mean this Agreement, the Mortgage, the Note, the Financing Statements, the Guaranty, and any other documents required by the City in connection with the Loan.

1.14 "Mortgage" shall mean that certain Junior Mortgage, Assignment of Rents and Security Agreement between the Borrower and the City of even date herewith.

1.15 "Non-Real Collateral" shall have the meaning ascribed to it in Section 1.4 above.

1.16 "Note" shall mean that certain Promissory Note made unto the City by the Borrower, of even date herewith.

1.17 "Property" shall mean that certain real estate located at 2501 North Keeler Avenue, Chicago, Illinois, as more particularly described in Exhibit D attached hereto and made a part hereof, and all buildings, facilities structures and fixtures now existing or hereafter erected thereon.

1.18 "Project" shall mean all authorized activities of Borrower in constructing and developing the Property using the proceeds of the Loan, the Senior Financing (as hereinafter defined), and Borrower's equity, consistent with the U.D.A.G. Grant Agreement and this Agreement.

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

1.20 "Senior Lender" shall mean the Bond Purchaser.

1.21 "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 respective obligations under such loans.

Section 2. Consideration.

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

Section 3. 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 B.

Section 4. Borrower's Covenants.

Borrower represents covenants, and warrants to City as follows:

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

4.2 Borrower shall proceed diligently to carry out the rehabilitation of the Property pursuant to Exhibit A.

4.3 Borrower shall use its best efforts to create or cause to be created in connection with tenant occupancy and utilization of the Property, within 36 months after the date of

completion of the project, 120 permanent jobs, of which 120 will be for low and moderate income persons, 120 will be for C.E.T.A.- eligible persons, and 108 will be for minority persons.

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

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

4.6 (a) Borrower is now a corporation duly organized and existing and in standing under the laws of the State of Delaware, and qualified or licensed to do business in Illinois and in any and 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 any instrument or document to which Borrower is now a party or by which it is bound; (d) Borrower has good, indefeasible and merchantable title to and ownership of the Collateral free and clear of all liens, claims, security interests and encumbrances except those of the City, the Senior Lender, as permitted pursuant to Paragraph B of this Agreement and exceptions to title as approved by the City; (e) Borrower is now 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, 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, note or any other 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 dates of the Financials; and (j) there has been no material and/or adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials other than as a result of the Loan and the Senior Financing.

4.7 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 4.7 prior to disbursement of Loan proceeds.

4.8 Borrower shall not, 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 Exhibit B or elsewhere herein, (a) permit, grant or suffer a security interest in any of the Collateral to any person, or permit, grant, or suffer a lien, claim or encumbrance upon

any of the Collateral; (b) permit, grant 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 its Borrower's Liabilities.

4.9 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise the City thereof in writing, at which time the City 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 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, as the case may be, to the City. Notwithstanding anything herein to the contrary, Borrower 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 the Borrower, in good faith shall be contesting said Charges in an appropriate proceeding, and further provided that if said Charges are in excess of \$5,000, Borrower shall insure over any such Charges, or give to the City such additional collateral and/or assurances as the City in its reasonable discretion, deems necessary under the circumstances.

4.10 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 the Borrower. Within 90 days following the close of each fiscal year of Borrower shall provide a copy of the aforesaid annual financial statement(s) to the City. 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.

4.11 Borrower shall immediately notify the City of any and all events or actions which may materially affect Borrower's abilities to carry on its operations or perform all of its 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 with respect to the Project, so long as any of Borrower's Liabilities remain unsatisfied.

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

4.13 Continuation of Representations and Warranties -- All representations and warranties of Borrower, contained in this Agreement shall be true at the time of its execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto, and shall remain true and correct so long as any part of the Loan shall remain outstanding.

Section 5. Inspection and Review.

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

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

5.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall be as follows:

(a) For H.U.D., until the completion of all close-out procedures respecting the U.D.A.G. Grant and final settlement and conclusion of all matters arising therefrom:

(b) For the City, until the Loan is paid in full and final settlement and conclusion of all matters arising therefrom.

Section 6. Certificate of Completion.

Promptly after completion by Borrower of each portion of the Project, the City will, upon request of Borrower, 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 thirty (30) days thereafter, provide Borrower with a written statement indicating in adequate detail how Borrower has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Borrower to make or perform in order to obtain such certification.

Section 7. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of manufacturing baking and food products.

Section 8. Other Security Interests.

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

8.2 Permitted Liens. Subject to the provisions of Paragraph 8.3 of this Section 8, 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) mechanic's, workmen's, materialmen's, or other like liens arising in the ordinary course of business being contested in good faith; (f) easements, rights of way, zoning restrictions and similar charges or encumbrances not interfering with the operations of the Borrower, 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 the City retains no less than a second, perfected security interest in assets of Borrower obtained with proceeds of the Bonds, together with all accessions, attachments and additions thereto and replacements therefore, and all proceeds thereof.

Borrower shall promptly give written notice of any Permitted Liens affecting the Property, where the City's prior consent pursuant to the Section 8, is not required. In the event any such Permitted Lien is in excess of \$100,000, 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 9. Events of Default.

9.1 Borrower shall be in default under this Agreement upon the occurrence of any of the following events or conditions: (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 herein after the expiration of the Cure Period; (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower, proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the Collateral; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower or any guarantor or surety for Borrower, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (e) a default of any Senior Financing.

9.2 If a monetary default shall have occurred, and shall continue for 10 days from receipt of notice thereof deemed to be 3 days after City has placed said notice in the United States Mails, or with another carrier chosen by the City ("Notice"), addressed to Borrower, and, if Borrower has not cured said default(s), then the City shall have the right to exercise the remedies provided in Section 10 of this Agreement.

9.3 If a non-monetary default shall have occurred, the City shall send notice to Borrower of such default. If such default is not cured within sixty (60) days after receipt of Notice (as

defined above) then the City shall have the right to exercise the remedies provided for in Section 10 hereof, but 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.

9.4 Cure Period -- The time periods referred to in Section 9.2 and 9.3 of this Agreement are herein collectively referred to as the Cure Period. Provided further, however, that in the case of a default under the Senior Financing, if the cure period granted therein is less than the cure period granted hereunder, then that cure period shall be the Cure Period under this Agreement.

Section 10. Remedies.

Upon an event of default as defined in Section 9 above such default not having been previously cured within the applicable cure period, 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, the City may pursue one or more of the following remedies:

(a) City, at its option, may declare all obligations secured hereby immediately due and payable, and

(b) City may withhold further disbursements of the proceeds of the Loan, and

(c) City may use unadvanced Loan proceeds to complete the Project, and

(d) If applicable, the City shall have the remedies of a secured party under the Uniform Commercial Code as adopted and amended from time to time in Illinois ("Code") including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if any 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 Non-Real Collateral for sale, until disposed of, or may propose to retain the Non-Real 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 Non-Real Collateral unusable and dispose of the Non-Real Collateral on the Property. City may require Borrower to assemble the Non-Real 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 Non-Real 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 15 days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in Section 20.3 of this Agreement at least 15 days before the time of the sale or disposition. City may buy at any public sale, and if the Non-Real 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 C, City may at its sole option assess a late charge of \$50 per day for each day the aforesaid obligations remain unfulfilled.

10.2 (a) The remedies of the City hereunder are in addition to any remedies conferred upon the City by law, and by the Mortgage, the terms of the Note, and any of the other Loan Documents. The remedies of City hereunder are cumulative and may be exercised concurrently or successively, it being the intent hereof that none of the remedies shall be to the exclusion of any others. 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 Borrower's obligations remain unsatisfied.

Section 11. General.

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

(b) All rights of City to and under this Agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. Borrower agrees that if City gives notice to Borrower of an assignment of said rights, upon such notice, the liability of Borrower to the assignee shall be immediate and absolute. Borrower 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 the Borrower shall not waive hereby any right of action to the extent that waiver is expressly made unenforceable under applicable law.

Section 12. 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 Senior 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 13. Equal Employment Opportunity.

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

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

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

13.3 Borrower will include the provisions of subsections 13.1 and 13.2 of this Section XIV in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section 14. M.B.E./W.B.E Requirements.

[If required -- shall be in compliance with Executive Order 85-2 unless a waiver is obtained]

Section 15. 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 16. Disclaimer of Relationship.

Noting 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 17. Conflict of Interest.

The parties hereto agree to be bound by and abide to the Conflict of Interest provision found in 24 C.F.R. Part 570, Section 570.611, (48 Federal Register 186, pp. 43571-72) which is incorporated herein by this reference.

Section 18. 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 19. Additional Provisions.

19.1 Time is of the essence of this Agreement.

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

19.3 Notices -- 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 Economic Development
20 North Clark Street, Suite 2800
Chicago, Illinois 60602
Attention: Commissioner

If to Borrower:

Newly Weds Foods, Inc.
4140 West Fullerton
Chicago, Illinois 60639
Attention: Vice-President -- Finance

With Copies to:

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

and

Antonow and Fink
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60601
Attention: Richard S. Weinberg

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

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

19.5 Governing Law -- This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of law principals of that State.

19.6 Prior Agreements -- This Agreement and the other Loan Documents, and any other documents or instruments executed pursuant thereto or contemplated thereby, shall represent the entire, integrated agreement between the parties hereto with respect to construction and equipping of the Project not yet in place, and shall supersede all prior negotiations, representations, or agreements pertaining thereto, either oral or written. This Agreement and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Agreement. The Borrower and City may have previously entered into a Commitment Letter regarding the Loan. That Commitment Letter shall terminate upon the execution of this Agreement by Borrower.

19.7 Disclaimer by City -- City shall not be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with construction of the Project. City shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or against the Premises. Neither the nor Borrower is or shall be an agent of City for any purposes, and City is not a venture partner with Borrower or the in any manner whatsoever. City shall not be deemed to be in privity of contract with any contractor, subcontractor, or provider or services be deemed to create any third party beneficiary status or recognition of same by City unless and until City expressly assumes such status in writing. Approvals granted by City for any matter covered under this Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of Borrower.

19.8 Indemnification -- To the fullest extent permitted by law, Borrower hereby agrees to protect, indemnify, defend and save harmless, City and its officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including legal fees and expense on account of any matter or thing or action or failure to act by City, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim or damage is caused solely by any act, omission or willful malfeasance of City, its officers, agents and authorized employees. This indemnity is not intended to excuse City from performing hereunder. This obligation on the part of Borrower shall survive the closing of the Loan, the repayment thereof and any cancellation of the Loan Agreement.

19.9 Gender and Number -- Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

19.10 Headings -- All articles, sections, subsections and other descriptive headings or provisions in this Agreement are inserted for convenience only, and shall not be considered part of the Loan Agreement nor affect the construction or interpretation thereof.

19.11 Effect of Agreement -- The submission of this Agreement and the Loan Documents to Borrower for examination does not constitute a commitment or an offer by City to make a commitment to lend money to Borrower; this Agreement shall become effective only upon execution and delivery hereof by City to Borrower.

In Witness Whereof, the City of Chicago, Borrower (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 no more than \$860,000 of U.D.A.G. Funds for renovation by Borrower of the Project;

(b) City shall grant to Borrower not less than \$140,000 of funds available to City under the City's "Land Write-down" Program to be used for acquisition of the Project Site.

(c) City shall issue and sell at least \$5,500,000 of industrial revenue bonds; the proceeds of which shall be made available to Borrower.

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

(a) Acquire the Property for \$850,000, using bond proceeds (\$710,000) and Land Write-down Funds from Recipient (\$140,000).

(b) Renovate the Project Site and purchase capital equipment for a total cost of \$5,650,000 (\$8,500,000 less land cost of \$850,000 and less \$2,000,000 in working capital).

(c) Make available from internal corporate sources no less than \$2,000,000 which sum shall be used as working capital for the Project, which may be in the form of an unsecured line of credit from a commercial lending institution.

(d) Borrow up to \$860,000 of U.D.A.G. Funds from City to be used for renovation of the Property.

(e) Unconditionally and irrevocably guarantee the completion of the Project.

(f) Sell to Lender at least \$5,500,000 of industrial revenue bonds, to procure the proceeds thereof for bond purchaser, whereupon Borrower shall utilize the proceeds for the activities described in I above.

II

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:

U.D.A.G. Interim Loan.

A. Principal -- The principal amount of the U.D.A.G. Interim Loan shall be no more than \$860,000.

B. Interest -- The interest rate shall be 0% per annum

C. Term -- The Interim Loan period will commence upon the initial disbursement of the U.D.A.G. funds to Borrower and end upon the earlier of completion of the project and July 15, 1987.

D. Disbursement/Ratio -- The following shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

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

(2) Borrower shall furnish to City a commitment for an A.L.T.A. policy of mortgagee title insurance, and either (1) an A.L.T.A. policy for mortgage title insurance in the full amount of the U.D.A.G. loan, if a lump-sum draw down is requested, or, (2) later-date endorsements upon each disbursement, if more than one draw-down will be requested, 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 \$5,500,000, plus further advances by the Senior Lender which are invested in the Project as are required for its completion.

(3) Borrower shall have furnished to City a policy or policies duly endorsed to indicate City as insured mortgagee, or equivalent evidence, satisfactory to the City, that the Project is insured for its completed replacement value.

(4) No loan funds shall be disbursed until Borrower has first expended not less than \$850,000; \$710,000 in private funds which include proceeds of the Bonds and \$140,000 of Land-Write-down Recipient funds for acquisition of the Property. U.D.A.G. funds may then be drawn down for use in the Project activities in a ratio to countable private funds which include proceeds of the Bonds (defined as costs set forth on line r. of Exhibit D of

the Grant Agreement) of not more than \$1.00 of U.D.A.G. funds to \$5.57 of countable private funds; thus for every \$6.57 of funds expended on the Project and equipping the Project not more than \$1.00 will be U.D.A.G. funds not less than \$5.57 will be countable private funds.

(5) 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 U.D.A.G. loan proceeds to Borrower:

(a) A letter of Direction and Request for Reimbursement addressed to the City of Chicago, specifying the amount requested, that said amount is for U.D.A.G. eligible items, and is in the ratio of U.D.A.G. Loan funds to countable private funds (as defined above), and stating to whom the disbursement should be made. The request should be on the basis of a percentage of work completed and in place, on a staged basis, a voucher and paid receipts basis or any combination of the same; and

(b) Contractors (and Subcontractors, if applicable,) Sworn Statements of work completed to date and original executed Waivers of Mechanics Liens; and

(c) Certification by Borrower's architect engineer, construction manager, or other certifying officer as may be acceptable to City of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof; and

(d) Borrower's affidavit of Private Funds (defined as Borrower's working capital, cash equity plus Senior loan disbursements, plus Land Write-down funds expended to date; and

(e) Loan disbursements shall be made upon the submission by Borrower to City of duly executed original of the items set forth in Sub-paragraphs (a) through (d) of this Paragraph 5, along with a certification letter from the Company authorizing the City to disburse Loan proceeds. The certification letter shall provide as follows:

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

E. Disbursement Hold-back -- Loan disbursements shall be made on the following basis;

(1) Until completion of 50% of the Project as determined by certification thereto and approval thereof by the Project Architect, Engineer (or other certifying official acceptable to the City), the Borrower and the City, payment shall be for 90% of each disbursement request, e.g., with a 10% holdback. Upon completion of 50% of the Project, certified to in accordance with the above 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 E (2) below, and the remainder, if any, shall be refunded to Borrower.

(2) After 50% of the Project is completed pursuant to Paragraph E(1) above, all disbursements of the Loan shall be for 95% of each disbursement request, e.g., with a 5% holdback of the remainder.

(3) Upon substantial completion of the Project as certified and approved by the Project Architect, Engineer (or other certifying official as may be acceptable to the City) Borrower and the City, all holdback funds shall be released to Borrower.

2. Permanent Loan.

A. Term -- Term of the U.D.A.G. Permanent Loan shall be 10 years commencing upon completion of construction, but in no event later than July 15, 1987.

B. Principal -- The principal amount of the U.D.A.G. Permanent Loan shall be the amount disbursed under the U.D.A.G. Interim Loan.

C. Interest -- The interest rate shall be

(a) In years 1 through 2 (months 1-24), 3% per annum, and

(b) In years 3 through 5 (months 25-60), 6% per annum, and

(c) In years 6 through 10 (months 61-120), 8% per annum.

D. Repayment -- Repayment of the U.D.A.G. Loan by Borrower to City shall be as follows:

(1) For years 1 through and including 2, payments of the principal balance shall be deferred and payments of interest thereon at the rate of 3% per annum shall be deferred and accrued, which accrued interest shall be added to the principal balance (at the close of each year, e.g., at the end of months 12 and 24) to form a revised principal balance; and

(2) For years 3 through and including 5, monthly level amortization payments of the revised principal balance and interest at the rate of 6% per annum; and

(3) For years 6 through and including 10, equal monthly level amortization payments of the revised principal balance and interest thereon at 8% per annum; and

(4) On or before the 120th month of the Permanent Loan Term, or the end of year 10, one final balloon payment in an amount sufficient to pay off any remaining and unpaid revised principal balance, plus any and all interest accrued and unpaid, any later charges and attorney's fees then due and owing.

Required Additional Provisions Applicable To U.D.A.G. Interim And Permanent Loans.

3. Security -- The U.D.A.G. Loan shall be secured as follows:

(a) Real Property: by a deed of trust or mortgage in favor of City upon all land, buildings, fixtures, equipment and other assets of the Borrower comprising the Project. The security position of the City may be subordinated to the first mortgage security interest of the Senior Lender in an amount not to exceed \$5,500,000 plus further advances by the Senior Lender which are invested in the Project and are required for its completion.

The deed of trust or mortgage shall also contain standard provisions to protect the interest of the City as second mortgagee, including, for example, a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage and the unpaid principal balance and interest of the U.D.A.G. Loan shall become immediately due and payable.

The deed of trust or mortgage shall not contain an exculpation clause in favor of Borrower.

To the extent permitted by law, all of the personal property described in the deed of trust or mortgage shall be deemed to be fixtures and part of the real property. As to any part of such personal property not deemed or permitted by law to be fixtures, the deed of trust or mortgage shall constitute a security agreement under the Uniform Commercial Code.

(b) Personal Property -- The U.D.A.G. Loan should be secured by a grant of security interest in all personal property of Borrower acquired with proceeds of the Bonds, together with all accessions, attachments, additions thereto and replacements therefor and all proceeds thereof. Accordingly, Borrower shall execute a security agreement and financing statements (UCC-1 and UCC-2) in a form acceptable to the City.

4. Sale/Refinancing -- The entire outstanding principal balance of the U.D.A.G. Loan, and all accrued unpaid interest thereon, shall become immediately due and payable either upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Borrower, or upon the sale, partial sale, refinancing (except for a one-time, City-approved refinancing, in an amount no greater than the outstanding balance of the senior loan at the time of said refinancing), exchange, transfer, sale under foreclosure, or other disposition of the Property, improvements and/or capital equipment situated thereon.

5. Guarantee -- The completion of the Borrower's Activities, duties, and obligations under this Agreement pertaining to the Borrower shall be unconditionally and irrevocably guaranteed by the Borrower.

6. Prepayment -- No prepayment may occur without prior written approval of the City.

7. Jobs and Investment Reporting -- During the term of this Agreement, Borrower shall provide necessary data and information related to private investment and jobs.

8. Time frame for Completion -- The project shall be completed in accordance with the time frame specified in Exhibit F of the U.D.A.G. Grant Agreement as amended from time to time.

9. Data and Information Regarding Jobs and Investment -- During the term of the Grant Agreement and this Agreement, Borrower shall agree to provide necessary data and

information as to private investment and jobs relating to the Grant Agreement or this Agreement, as required by the City.

10. Annual Accounting -- Borrower shall (i) submit to the 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, and Additional Interest due and owing the City if any, 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 Principals, consistently applied, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor.

Exhibit C.

To Redevelopment Agreement.

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

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.

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

1. Upon initiation of construction activities the Borrower shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Borrower shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Borrower shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

AUTHORITY GRANTED FOR EXECUTION OF LOAN DOCUMENTS FOR
YEAR X COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
TO CHICAGO ECONOMIC DEVELOPMENT
CORPORATION ("C.E.D.C.O.").

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of loan documents in the amount of \$150,000.00, of Year X Community Development Block Grant funds for C.E.D.C.O. Properties, to assist in the development of a building located at 1812-1818 South Kilbourn Avenue.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, Chapter 15.2 of the Municipal Code of the City of Chicago established the Department of Economic Development; and

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

WHEREAS, The U. S. Department of Housing and Urban Development has made funds available to the City of Chicago, through the Community Development Block Grant Program -- Year X, of which \$900,000 has been allocated to be used to assist the development of small business incubators in the City, through low interest loans; and

WHEREAS, Chicago Economic Development Corporation ("C.E.D.C.O."), an Illinois not-for-profit corporation, has made application to the Department of Economic Development for purposes of causing C.E.D.C.O. Properties, an Illinois not-for-profit corporation and wholly owned subsidiary of C.E.D.C.O. to borrow \$150,000 for purposes of providing working capital to assist in the development of a building located at 1812-1818 South Kilbourn Avenue, Chicago, Illinois, into a small business incubator; and

WHEREAS, The small business incubator will provide small, start-up and fledgling businesses, on a rental basis, office and plant facilities, access to service staff and equipment, and consultation; and

WHEREAS, The project is expected to create 100 new permanent jobs; and

WHEREAS, The Department of Economic Development recommended approval of said loan application to the Economic Development Commission, which voted its approval at its meeting of 14 January 1986; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago ("Commissioner"), is authorized, on behalf of the City of Chicago to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with C.E.D.C.O. and C.E.D.C.O. Properties pursuant to which the City will loan \$150,000 to C.E.D.C.O. Properties to provide working capital for the development of a building located 1812-1818 South Kilbourn Avenue, Chicago, Illinois, into a small business incubator dedicated to assisting small, start-up and fledgling businesses, said Loan and Security Agreement to be substantially in the form attached hereto.

SECTION 2. The Commissioner of the Department of Economic Development of the City of Chicago is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary, proper or useful to effectuate the terms of the Loan and Security Agreement being substantially in the form as attached hereto.

SECTION 3. The Commissioner of the Department of Economic Development of the City of Chicago is further authorized to require, as a condition precedent to disbursement, that C.E.D.C.O. and/or C.E.D.C.O. Properties provide all documentation, financial or other information, assurances, guarantees and other evidentiary items reasonably required for the disbursement and repayment of the loan and the fulfillment of any requirements under the Loan and Security Agreement.

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

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

This Agreement is entered into and executed as of this ____ day of _____, 1986, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602; and Chicago Economic Development Corporation ("C.E.D.C.O."), an Illinois not-for-profit corporation, with principal offices at 180 North Michigan Avenue, Chicago, Illinois 60601, and C.E.D.C.O. Properties ("Borrower"), an Illinois not-for-profit corporation, with principal offices at 180 North Michigan Avenue, 60601.

Recitals:

Whereas, Chapter 15.2 of the Municipal Code of the City of Chicago established the Department of Economic Development (D.E.D.); and

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

Whereas, the U. S. Department of Housing and Urban Development has made funds available to the City of Chicago through the Community Development Block Grant Program--Year X, of which \$900,000 has been allocated to be used to assist the development of small business incubators in the City, through low interest loans; and

Whereas, C.E.D.C.O., on behalf of Borrower has made application of D.E.D. for a loan in the amount of \$150,000 for purposes of providing working capital to assist in the development of a building owned by Borrower, and located at 1812- 1818 South Kilbourn Street, Chicago, Illinois, into a small business incubator; and

Whereas, the small business incubator will provide small, start-up and fledgling businesses, on a rental basis, (except for certain consultation services) office and plant facilities, access to service staff and equipment, and consultation; and

Whereas, the project is expected to create 75-100 new permanent jobs; and

Whereas, D.E.D. recommended approval of C.E.D.C.O.'s application to the Economic Development Commission, which accepted said recommendation and approved a loan to C.E.D.C.O. by resolution approved at its meeting of 14 January, 1986;

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

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

Section 2. Definitions.

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

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

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

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

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

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

2.07 "Property" shall mean that certain real estate located at 1812-1818 South Kilbourn Avenue, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

2.08 "Project" shall mean the renovation and development of the Property into a small business incubator, to provide small, start-up and fledgling businesses, on a rental basis (except for certain consultation services), office and plant facilities, access to service staff and equipment, and consultation; and

2.09 "Senior Lender" shall mean a financial institution or institutions and/or other entity or entities which shall lend or contribute cash or cash equivalent to the Borrower for the Project, to which the Lender agrees to subordinate any security interest it holds hereunder, in an amount not to exceed \$800,000.

Section 3. Loan.

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

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

3.02 The term of the Loan shall be 10 years, subject to rewriting, as further described below.

3.03 The rate of interest will be 6% per annum, on a fixed basis, during the term of the Loan (prior to rewriting, if any) payable in equal monthly installments in the amount set forth on Lender's statement(s) provided to Borrower (which Lender, at its option may provide to Borrower monthly, quarterly, or any other denomination) of each year the Loan remains outstanding.

3.04 Repayment of the Loan shall be interest only during the first 36 months of the Loan term, followed by level monthly payments of principal and interest over the next 84 months based on a 25 year amortization schedule and in the amounts set forth in Lender's Statements referred to in Section 3.03 above. The first payment shall on or before the 15th day of the first full month after initial disbursement of Loan proceeds, and on the fifteen day of every month thereafter, unless otherwise agreed to in a writing signed by Lender.

3.05 Repayment of principal balance and interest may be rewritten at maturity of the Loan, for up to an additional 15 years, at Lender's sole option, at a rate of interest to be determined by Lender.

3.06 Borrower expressly agrees that Loan proceeds shall be used for purposes of working cash expenses, used and useful in connection with the development and maintenance of the Property as a small business incubator for small, start-up and fledgling businesses, as herein further described, and used only at the Property, except with the prior consent of Lender, which consent shall not be unreasonably withheld; provided that any relocation by Borrower shall be to another location within the boundaries of the City; and provided further that in occupying the Property, Borrower is not relocating from another labor area within the City, nor has Borrower discontinued, liquidated or curtailed during the past 24 months, any production unit similar to that which will be located at the above address, except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment of, and the prompt, full and faithful performance of Borrower's Liabilities to Lender, Borrower and C.E.D.C.O. agree as follows:

4.01 Property, accounts receivable, goods, inventory, equipment, vehicles and/or fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; and all other personalty of Borrower located on, or intended to be used on the Property, and all products and proceeds of the foregoing; including without limitation proceeds of insurance policies insuring the aforesaid ("Collateral").

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

any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.03 Prior to the loan closing, Borrower and/or C.E.D.C.O. shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which Lender shall file, or cause to be filed, at Borrower's cost, at such locations as Lender may deem necessary to perfect its security interest in the Collateral.

4.04 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided, however, that the Loan may be subordinated to the loan or loans of the Senior Lender and only the Senior Lender in an amount not to exceed \$800,000, provided, however, that if any such loan or loans are in default at any time, the Lender shall not be obligated to subordinate to any further loans until such default is cured or until the Lender so agrees.

4.05 Borrower agrees that C.E.D.C.O. shall guaranty completion of the project and repayment of the Loan, as a precondition of the loan closing, as required by Lender. Provided, however, the Lender will exhaust all foreclosure remedies against the Property before exercising any rights against the Guarantor hereunder.

Section 5. Conditions Precedent to Disbursement.

The following, some of which may already have been accomplished shall, or may be required of Borrower and/or C.E.D.C.O., as Conditions Precedent to disbursement pursuant to this Agreement:

5.01 Borrower agrees to enter into and execute a First Source Agreement with Lender in a form acceptable to the Lender, if required by the Lender.

5.02 Borrower shall agree to be subject to Mayor's Executive Order 85-2, with respect to minority and women's hiring practices as may be required by Lender.

5.03 Borrower shall have delivered to Lender a Promissory Note which obligates Borrower to repay the Loan as described in Section 3 hereof.

5.04 Prior to the loan closing, Borrower and/or C.E.D.C.O. shall have furnished to City, duly executed Uniform Commercial Code financing statements for filing in all appropriate jurisdictions, and other security documents as required by Lender.

5.05 Borrower shall have furnished to Lender insurance policies as required in Section 4.02 of this Agreement.

5.06 Borrower and/or C.E.D.C.O. shall have executed a Guarantee of completion and/or repayment of the Loan, prior to the loan closing.

5.07 Borrower shall have secured consent of Senior Lender to the Loan as described hereunder, and Borrower's and/or C.E.D.C.O. grants of security interest therefor.

5.08 All reasonable costs incurred in fulfilling the obligations of this Section 5, shall be borne solely by the Borrower.

Section 6. Warranties, Representations and Covenants.

Borrower and C.E.D.C.O. warrant, represents and covenants unto Lender, as follows:

6.01 All representations and warranties Borrower and/or C.E.D.C.O. contained in this Agreement and the Other Agreements shall be true at the time of their execution, and shall survive the execution, delivery and acceptance hereof, or thereof by the parties hereto.

6.02 Borrower and C.E.D.C.O. shall be subject to, obey and adhere to any and all federal, state, and local laws, statutes, ordinances, rules and regulations, and executive orders as are now or may be in effect during the term of the Loan.

6.03 Except as disclosed in the Financials, (a) Borrower and C.E.D.C.O., now and at all times hereafter, are not-for-profit corporations of the State of Illinois, duly organized and existing and in good standing under the laws of the State of Illinois, 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 and/or C.E.D.C.O. to be so qualified and/or licensed; (b) Borrower and C.E.D.C.O. have the right and power and are duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower and C.E.D.C.O. 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 or C.E.D.C.O. Articles of Incorporation or By-laws, or contained in any agreements, instruments or documents to which Borrower or C.E.D.C.O., respectively, are now or hereafter a party or by which either is or may become bound; (d) Borrower and/or C.E.D.C.O. have and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral (as hereinbefore defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as otherwise permitted under Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower and/or C.E.D.C.O. (except as may be set forth in application for the Loan, or disclosed in an Opinion of Counsel Letter of Borrower and/or C.E.D.C.O., which might result in any material and adverse change to Borrower's and/or C.E.D.C.O.'s financial condition, or materially affect Borrower's and/or C.E.D.C.O.'s assets or the Collateral; (g) Borrower and C.E.D.C.O. Properties have, and are 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 and maintain 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) Neither Borrower nor C.E.D.C.O. is in default with respect to any indenture, loan agreement, mortgage, deed or other 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 and C.E.D.C.O. 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 and C.E.D.C.O. since the dates of the aforesaid Financials.

6.04 Borrower and/or C.E.D.C.O. shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is required by Lender and except as otherwise permitted under this Agreement. Borrower and C.E.D.C.O. shall furnish Lender documents satisfactory to Lender which evidence its compliance with this Paragraph 6.04.

6.05 Except as permitted under Section 4 hereof, neither Borrower nor C.E.D.C.O. shall without Lender's prior written consent thereto, which Lender may or may not give 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 except as provided herein; (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 or C.E.D.C.O.'s ability to repay Borrower's Liabilities or Indebtedness.

6.06 Borrower and/or C.E.D.C.O. shall pay promptly when due, all Charges. In the event Borrower or C.E.D.C.O. at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower and/or C.E.D.C.O., shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower and/or C.E.D.C.O. under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower and/or C.E.D.C.O., may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower and/or C.E.D.C.O., in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$15,000, and Borrower and/or C.E.D.C.O. has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

6.07 Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement to Lender. In addition, upon request by Lender, Borrower shall submit to Lender no less frequently than once per calendar quarter, statements to Borrower's employment profile and Borrower's financial condition prepared in accordance with generally accepted accounting principles consistently applied.

6.08 Prior to repayment of the Loan, Borrower and/or C.E.D.C.O. shall immediately notify Lender of any and all events or actions which may materially affect Borrower and/or

C.E.D.C.O.'s abilities to carry on their respective operations or perform all their respective obligations under this Agreement, or any other agreements whether senior or junior to the Loan, and whether now existing or hereafter entered into by either, relating to the Project so long as any of Borrower's Liabilities remain unsatisfied.

6.09 Borrower represents to Lender that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement, and will supply Lender with the source or sources of said fund, if required by Lender at anytime for so long as the loan is due and owing.

Section 7. Maintaining Records/Rights to Inspect.

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

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

7.03 The rights of access and inspection provided in this Section 8 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 8. Events of Default.

Borrower and/or C.E.D.C.O. shall be in Default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) failure to make when due and owing, any payment under the Promissory Note ("Note"), as heretofore described, which failure shall continue for a period of 10 days following notice thereof to Borrower; (b) failure to perform any obligations of or any covenants of liabilities contained or referred to herein other than payment under the Note; (c) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower and/or C.E.D.C.O. proving to have been false in any material respect when made or furnished; (d) loss, theft, substantial damage, destruction, in any material respect sale or encumbrance to or of any of the Collateral, or making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (e) Borrower's sale, partial sale, transfer or voluntary disposition of its business (f) involuntary dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower and/or C.E.D.C.O. or any guarantor or surety of Borrower and, for (b) through (f) of this Section 9, continuing for a period of 60 days after notice thereof to Borrower and/or C.E.D.C.O.; or (h) any default of Other Agreements with the Lender or the Senior Lender which would permit the Lender or the Senior Lender as the case may be, after the expiration of any applicable cure period thereunder, to accelerate its loan.

Section 9. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 *et seq.*), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower and/or C.E.D.C.O. can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's and/or C.E.D.C.O.'s right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower and/or C.E.D.C.O. to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower and/or C.E.D.C.O. for any surplus realized on such disposition and Borrower and/or C.E.D.C.O. shall remain liable for any deficiency.

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

Section 10. No Waiver by Lender.

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

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

Section 11. Jobs.

11.01 Borrower shall use its best efforts to create approximately 100 permanent jobs within 36 months after execution of this Agreement.

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

Section 12. Prepayment.

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

Section 13. Labor Standards.

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

Section 14. Equal Employment.

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

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

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

14.03 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal laws. This covenant may be enforced solely by the Lender and solely against the party who breaches this covenant.

Section 15. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act of the Borrower and/or C.E.D.C.O. or the Lender, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal of agent, or of limited or general partnership, or of joint venture, or any association or relationship between Lender, Borrower and/or C.E.D.C.O. other than that expressly created by the making of this Loan.

Section 16. Conflict of Interest.

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

Section 17. Limitation of Liability.

Borrower and/or C.E.D.C.O. expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower and/or C.E.D.C.O., its successors or assigns for any actions under this Agreement.

Section 18. Assignment.

18.01 Borrower and/or C.E.D.C.O. may not sell, assign or transfer this Agreement without the prior written consent of Lender.

18.02 Borrower and/or C.E.D.C.O. consent to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 19. Additional Provisions.

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

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

If to Lender:

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

With copies to:

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

If to Borrower:

Chicago Economic Development Corp.
180 North Michigan Avenue
Chicago, Illinois 60601
Attention: Exec. Vice President

If to C.E.D.C.O.:

C.E.D.C.O. Properties
180 North Michigan Avenue
Chicago, Illinois 60601
Attention: Exec. Vice President

With copies to:

The parties shall give notice if there are any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

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

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

In Witness Whereof, Lender, C.E.D.C.O. 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.]

AUTHORITY GRANTED FOR MODIFICATION OF
ENTERPRISE ZONE III
BOUNDARIES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the modification of the boundaries of Enterprise Zone III located on the far southeast side of the City.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 23, 1982 passed an ordinance establishing Proposed Enterprise Zone III appearing on Council Journal pages 14292 to 14296 and amended and appearing in the May 15th, 1985, Journal of Council Proceedings on pages 16078 to 16081; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1981 Supp., Ch. 67 1/2, Section 601 *et seq.*) to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone III will increase the development and rehabilitation of the depressed areas on the southeast side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone III as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the December 23, 1982, Journal of Council Proceedings on pages 14292 to 14296 and amended and appearing in the May 15th, 1985, Journal of Council Proceedings on pages 16079 to 16080 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereafter referred to as "Zone III", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone III:

The outer perimeter will begin at the intersection of East 119th Street, and Interstate Highway 94; then west along 119th Street to Cottage Grove Avenue; then north along Cottage Grove Avenue to 115th Street; then east along 115th Street to Champlain Avenue; then north along Champlain Avenue to 114th Street; then east along 114th Street to its intersection with the Norfolk & Southern (formerly Rock Island) Railroad right-of-way then north along said railroad right-of-way to 111th Street; then west along 111th Street to Cottage Grove Avenue; then north along Cottage Grove Avenue to 108th Street; then east along 108th Street to Langley Avenue; then north along Langley Avenue to 106th Street; then east along 106th Street to its intersection with the Norfolk & Southern (formerly Rock

Island) Railroad right-of-way; then northeasterly along said railroad right-of-way to a rail spur located approximately 200 feet south of 103rd Street following said spur in a northwesterly direction to its intersection with the east lot line of Corliss High School; then north along said lot line to 103rd Street; then west along 103rd Street to the east line of Gately Park; then north along said east line to the north property line of the Electro Motive Division complex; then east along said north property line to its intersection with the west line of the Norfolk & Southern (formerly Rock Island) Railroad right-of-way; then north along said railroad right-of-way to 95th Street; then west along 95th Street to Cottage Grove Avenue continuing north on Cottage Grove Avenue to 87th Street; then proceeds east on 87th Street to the east line of the Illinois Central Gulf Railroad right-of-way; then north along the Illinois Central Gulf Railroad right-of-way to 85th Street; then east along 85th Street extended to the west line of the Norfolk & Western Railroad right-of-way; then southeast along said right-of-way to 87th Street; then east on 87th Street to Dorchester Avenue; then north on Dorchester Avenue to the first alleyway or the north lot line of commercial property located at the northeast corner of Dorchester Avenue and 87th Street; then east along said alleyway or north lot lines of contiguous properties fronting on 87th Street to Chappel Avenue; then south along Chappel Avenue to 87th Street; then proceeds west on 87th Street to Jeffery Avenue; then south on Jeffery Avenue to the first alleyway, or the south lot line of the property located at the southwest corner of 87th Street and Jeffery Avenue; then west along the said alleyway of south lot line of contiguous properties of 87th Street to the southeast corner of the lot line of the property located at the southeast corner of 87th Street and Stony Island Avenue or the first alleyway east of the intersection of Stony Island Avenue and 87th Street; proceeding south along said alleyway or the east lot line of the contiguous properties fronting Stony Island Avenue to 93rd Street; then east along 93rd Street to Jeffery Avenue; then south along Jeffery Avenue to 94th Street; then east along 94th Street to Luella Avenue; then north on Luella Avenue to 91st Street; then east along 91st Street to Phillips Avenue; then south along Phillips Avenue to 94th Street; then east along 94th Street to Manistee Avenue; then north along Manistee Avenue to Anthony Street; then northwesterly along Anthony Street to 87th Street; then proceeds east on 87th Street to Colfax Avenue; then north on Colfax Avenue to 79th Street at that point east on 79th Street to the State Line; then south along the State Line to 95th Street; then proceeds west on 95th Street to E J & E Railroad tracks; then the boundary proceeds southeasterly along the E J & E Railroad tracks (including the right-of-way) to the State Line; then south along the State Line to 106th Street; then west on 106th Street to Avenue F; then south on Avenue F to 108th Street; then west on 108th Street to Avenue N; then south on Avenue N to 118th Street; then east on 118th Street to Pennsylvania R.R. track including right-of-way; then southwest on the Pennsylvania R.R. track to 130th Street; then west on 130th Street to the Penn Central R.R. track; then proceeds northwest along the Penn Central R.R. track to Saginaw Avenue; then continuing south on Saginaw Avenue to 130th Street; then west on 130th Street to the Calumet Expressway; then north along the Calumet Expressway to 119th Street. The inner perimeter of the area will begin at 114th Street extended at the Calumet Expressway; then north along the Calumet Expressway (Interstate Highway 94) to 111th Street; then west along 111th Street to Woodlawn Avenue; then north along Woodlawn Avenue to its intersection with the Calumet Expressway (Interstate Highway 94) westbound access; then east along said access to the intersection with Stony Island Avenue; then north along Stony Island Avenue to the west line of the Chicago and Western Indiana Railroad right-of-way; then northwesterly along said right-of-way to 95th Street; then east on 95th Street to Torrence Avenue; then south on Torrence Avenue [to 122nd Street] *to 112th Street; then proceeds*

northwest along the Chicago & Western Indiana R.R. including the right-of-way to 110th Street; then proceeds west on 110th Street to the New York, Chicago & St. Louis R.R. tracks; then proceeds south along the New York, Chicago and St. Louis R.R tracks 2,610.2 feet; then proceeds east along an imaginary line 650 feet; then proceeds south along an imaginary line 750 feet; then proceeds east along an imaginary line to Torrence Avenue; then south on Torrence Avenue to 122nd Street; then west on 122nd Street to the Norfolk & Western Railroad tracks; then continuing south along said tracks to the north bank of the Calumet River; then continuing southwesterly, along the north bank of the Calumet River to Stony Island Avenue; then north along Stony Island Avenue to 114th Street extended; then west along 114th Street extended to Calumet Expressway. Only areas inside the outer perimeter and outside the inner perimeter are included in this Zone III. The aforementioned area excludes lakes and waterways. (See Attachment A).

SECTION 2. That Section 2 of the Ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on pages 14294-14295 and amended and appearing in the May 15th, 1985 Journal of Council Proceedings on page 16080 is hereby amended by deleting the language bracketed and inserting the language underscored as follows:

That Zone III meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises [9.89] 9.99 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
- 3) it is a depressed area as shown by census tract data and other data;
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the May 15th, 1985 Journal of Council Proceedings on page 16078 is hereby deleted and replaced with a new Attachment A attached to this Ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone III provided herein shall not be effective unless the State approved such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. Any areas deleted from Zone III by this amending ordinance shall only retain those benefits and incentives as provided pursuant to the Illinois Enterprise Zone Act.

SECTION 6. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 7. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone III approved and certified by the State.

SECTION 8. This ordinance shall be effective from and after its passage.

[Attachment A Map printed on page 32931 of this Journal.]

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT PROVIDING PRELIMINARY ENGINEERING ON
IMPROVEMENT OF 95TH STREET VIADUCTS
BETWEEN COLFAX AVENUE AND
CALUMET RIVER.

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 Preliminary Engineering for the Improvement of the 95th Street Viaducts between Colfax Avenue and the Calumet River and the Consolidated Rail Corporation Viaduct over South Chicago Avenue north of 95th Street described therein, said agreement to be substantially in the following form:

City-State Project Agreement.

Preliminary engineering for the improvement of the 95th Street viaducts between Colfax Avenue and the Calumet River and the Consolidated Rail Corporation viaduct over South Chicago Avenue north of 95th Street.

City Section No:

State Job No:

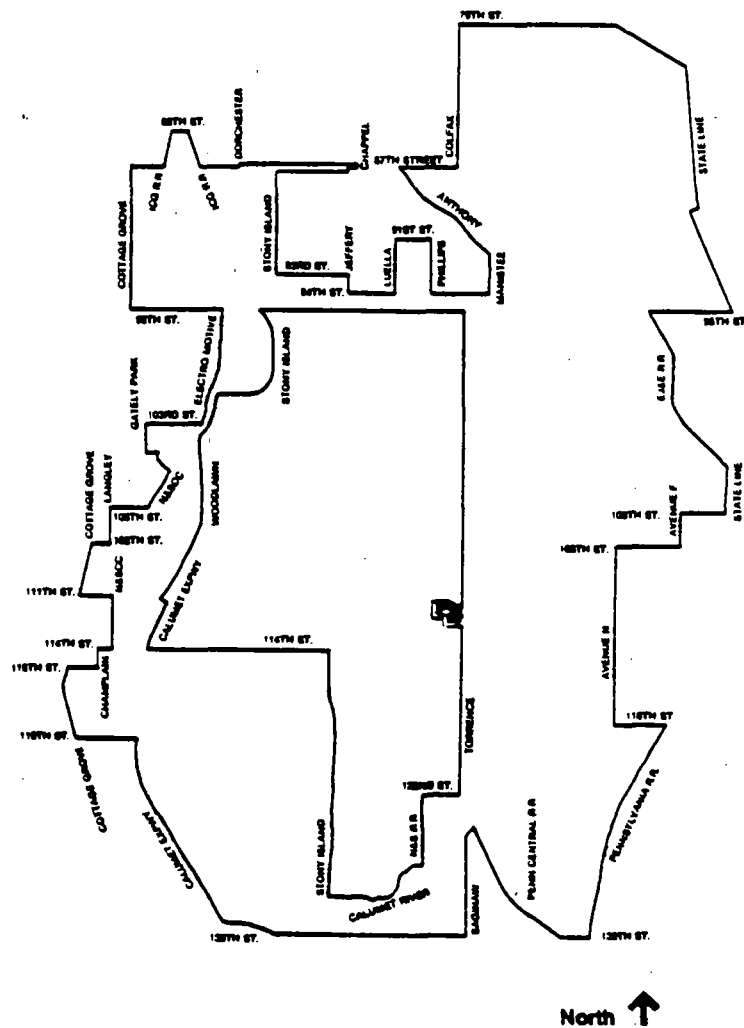
DPW Project No:

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

(Continued on page 32932)

ATTACHMENT A

Chicago Enterprise Zone III



— PRESENT BOUNDARY

PROPOSED BOUNDARY ANNEXATION

(Continued from page 32930)

Witnesseth:

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), 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 the 95th Street Viaducts between Colfax Avenue and the Calumet River and the Consolidated Rail Corporation Viaduct over South Chicago Avenue north of 95th Street, hereinafter called the "Project"; and

Whereas, the City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design report covering the improvements, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, certain funds have been appropriated from the Build Illinois Bond Fund (Public Act 84-110) to the Illinois Department of Transportation; and

Whereas, the State and the City have concurred that the Project qualifies for the use of such funds.

Now Be It Therefore Resolved, the City Agrees:

1. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required Public Hearings, make the environmental assessments and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the project, all of which is considered to be Preliminary Engineering.
2. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of costs of said Preliminary Engineering.
3. To pay 100% of the cost of any work not established for payment from the Build Illinois Bond Fund.

4. To retain all Project records and to make them available for audit by State auditors during the individual project development stages, and for a period of three (3) years after final acceptance of the project.

Now Be It Therefore Resolved, the State Agrees:

5. To give administrative assistance and guidance to the City during the performance of said preliminary engineering and to review without delay, all submittals which require State review, approval or other action.

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

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

Preliminary Engineering	\$400,000

and that 100% of the actual final costs will be paid from the Build Illinois Bond Fund up to a maximum of \$400,000, upon receipt of billings supported by documentation as required by the State, with any costs in excess of that amount to be paid by the City, or otherwise provided for by Amendment to this Agreement.

7. 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.
8. 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 6.
9. To comply with all applicable Executive Orders and legislation pursuant to Equal Employment Opportunity and Nondiscrimination Regulations.
10. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE
PROJECT AGREEMENT FOR IMPROVEMENT OF
CENTRAL BUSINESS TRAFFIC
CONTROL SYSTEM.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois, providing for the improvement of the Central Business District Traffic Control System described therein, said agreement to be substantially in the following form:

City-State Project Agreement

*Improvement of the Central Business District
Traffic Control System*

Federal Project No.: M-5000(611)

City Section No.: 83-B4018-00-TL

State Job No.: C-88-068-83

DPW Project No.: B-4-018

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

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the Central Business District

Traffic Control System, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

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

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

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

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

Now Be It Therefore Resolved, That State Agrees:

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

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations.

7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

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

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the upgrading of the existing Computerized Central Business District Traffic Control System. This system controls the operation of traffic signals at 73 intersections within the area bounded by Van Buren Street on the south, Wacker Drive on the north and west and Wabash Avenue on the east.

The project will include the selection and purchase of equipment to meet the system's functional specification; installation of cabinets, controllers, the system master, sub-masters and communication system; development and implementation of a new timing plan; and testing of the entire computerized system. All other appurtenances necessary to complete the project will also be provided.

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

Contract Construction	\$1,555,400
Force Account Construction	\$385,000
Construction Engineering/Supervision	<u>\$198,000</u>
TOTAL:	\$2,138,400

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

Federal-Aid Share (FAU) (75.18% of \$2,138,400,	\$1,607,650
Non-Federal Share (State) (24.82% of \$2,138,400,	<u>\$530,750</u>
TOTAL:	\$2,138,400

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$530,750, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by April 1, 1989.

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.]

Minority business enterprises provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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 in force and effect from and after its passage.

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

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

Nays -- None.

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
WITH CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY FOR
RECONSTRUCTION OF WELLS
STREET VIADUCT.

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 accept, the City Clerk to attest and the Commissioner of Public Works, and the City Comptroller to approve upon approval of the Corporation Counsel as to form and legality, an Agreement between the Chicago and North Western Transportation Company and the City of Chicago for the reconstruction of the Wells Street Viaduct from the Chicago River to Hubbard Street, said Agreement to be substantially in the following form:

Agreement.

This Agreement, made and entered in this _____ day of _____ 198__ by and between the City of Chicago, a municipal corporation, hereinafter known as "City" and Chicago and North Western Transportation Company, a corporation authorized to do business in the State of Illinois, hereinafter known as "Railroad".

Witnesseth:

Whereas, the City is reconstructing the Wells Street Viaduct, between Hubbard Street and the Chicago River; and

Whereas, the existing Wells Street Viaduct and elevated Chicago Transit Authority structure extends over the tracks owned and operated by Railroad by means of a highway overpass structure; and

Whereas, the said highway overpass structure was originally constructed and maintained by the Railroad in accordance with the Ordinance adopted by the City Council of the City of Chicago on July 29, 1930; and

Whereas, in the interest of public safety and convenience, the parties hereto propose to reconstruct the said overpass structure, substantially as shown on the contract plans and described in the specifications and prepared by the City; and

Whereas, the approval of the Illinois Commerce Commission has been granted for the reconstruction of the existing overpass structure in the manner herein proposed.

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. The Railroad agrees to the extent of their right, title and interest to cooperate in the reconstruction and maintenance of the existing highway overpass structure over and across its tracks and right-of-way without compensation other than the performance of this contract by the City.

The Railroad hereby grants temporary authority to the City, at no cost, to store materials and equipment to be used in connection with the work on property of the Railroads at such locations and at such times as shall be designated by the representatives of the Railroad, provided that no such storage shall interfere with the operations of the

Railroad. Railroad also grants City at no cost, temporary authority, at the track level of Railroad property, for the purpose of performing the work hereunder and all necessary maintenance in such manner as shall not unduly interfere with the operations of the Railroad.

Section 2. The City shall secure or cause to be secured, all other rights or property required for or incident to the reconstruction of the highway overpass structure and the approaches thereto, excepting that provided for in Section 1 above.

Section 3. The preliminary and detailed plans, specifications and special provisions for reconstruction of the highway overpass structure and all highway appurtenances, shall be prepared by or for the City and all such plans, specifications and special provisions shall be subject to approval by an authorized representative of the Railroad to the extent they affect any property of the Railroad.

Section 4. The plans and estimates of cost of all items set forth hereinafter in Section 6-11 shall be prepared by the Railroad at their expense and all such plans and estimates shall be subject to approval by an authorized representative of the City.

Section 5. No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent in writing of the other party.

Section 6. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- (1) Work by the City. The City shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete the following:
 - (a) The preliminary engineering and special provisions as set forth in Section 3 above.
 - (b) The removal and reconstruction of the existing highway and rapid transit overpass structure.
 - (c) The construction engineering incidental to the work performed hereunder by the City.
 - (d) Incidental work necessary to complete the items hereinabove specified.

The City's work shall be awarded to a competent and experienced contractor who has adequate equipment, organization and finances, and the Railroad shall be notified of the contractor receiving such award for all work affecting the Railroad's interest.

- (II) Work by the Railroad. The Railroad shall furnish or cause to be furnished, at its sole reimbursable cost of \$41,450.00 to be paid from Account No. 311-6250-893, all the labor, material, work and equipment required to perform and complete the following:

- (a) The temporary and permanent relocations of railroad tracks in Carroll Avenue.
- (b) All temporary and permanent alteration for relocation of railroad appurtenances.
- (c) Incidental work necessary to complete the items hereinabove specified.
- (d) Furnish flagmen, when required for the safe movement of trains thru the construction area, for the duration of the project.

The Railroad shall give the City's Bureau of Construction one week's notice before starting its work.

Section 7. All work shall be performed in compliance with the Federal Aid Highway Program Manual, the Civil Rights Act of 1964 and the Illinois Fair Employment Practices Act and the "Standard Provisions for Highway/Railroad Agreements".

Section 8. During construction, the minimum vertical underclearance above top of rail in the construction area will be 16'-0". Formwork or other obstructions will not infringe on this underclearance during construction. The final vertical underclearance will be 16'-4".

Section 9. The Railroad shall commence this work when requested by the City and shall give the City's Bureau of Construction twenty-four (24) hours notice before starting their work. All drawings submitted to the Railroad during construction will be reviewed by the Railroad and returned to the City within one week.

Section 10. The City shall require its contractor to perform the work in accordance with the State of Illinois "Standard Specifications for Road and Bridge Construction", adopted October 1, 1983 and the "Supplemental Specifications" in effect on the date of invitation for bids.

Section 11. The Railroad shall furnish flagmen and other suitable personnel to the City's contractors for flagging protection during the highway overpass project while any work is being performed on or over property of the Railroad. The Railroad shall have control and direction of said personnel during the progress of the work, but the City shall require its contractors to assume the entire risk and responsibility for said flagmen or other personnel. The City shall reimburse the Railroad for the cost of said flagmen or other personnel.

Section 12. The City shall require its contractors to indemnify and save harmless the Railroad from and against any and all liability, damages, costs and expense for loss or damage to any property whatsoever and injury to or death of any persons whomsoever, arising or growing, in whole or in part out of or in connection with the performance of any of the work on the reconstruction of said highway structure.

Section 13. The City further agrees to provide or require its contractor or contractors to provide the Railroad, with Railroad Protective Liability and Property Damage Liability Insurance providing the following coverage:

Bodily Injuries, Death and Property Damage of a combined amount of \$2,000,000.00 per occurrence with an aggregate of \$6,000,000.00.

A copy of the policy or a certificate of insurance evidencing such coverage shall be furnished to the Railroad before work is commenced.

Section 14. Railroad shall not attach any utilities, equipment or appurtenances to the new viaduct structure without obtaining a permit from the City.

Section 15. The Railroad agrees to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and attorney's fees, and expenses incidental thereto, arising out of the work to be performed hereunder by the Railroad, and caused by the negligence of the Railroad, or any contractor for the Railroad, or their respective officers, agent or employees.

Section 16. The City shall require its contractor (or contractors), before entering upon the Railroad's right-of-way for performance of any construction work, or work preparatory thereto, to confer with Railroad relative to the requirements for railroad clearance operation and general safety regulations.

Section 17. The safety and continuity of operation of the traffic of the Railroad shall be at all times protected and safeguarded, and all work that may affect the property, tracks or operations of the Railroad, shall be performed at such times and in such manner as shall be mutually agreed on by the City and the Railroad or their authorized representatives, and shall be performed in a manner to minimize interference with operations of the Railroad. The approval of the Railroad authorized representatives shall not be considered as a release from responsibility, or liability for any damage which the Railroad may suffer, or for which they may be held liable by the acts of the contractor, or those of his subcontractor, or his or their employees. The Railroad agrees that it will not unduly delay the City, its contractors or subcontractors performing said work. The City will not permit any materials or equipment to be stored closer than eight feet from the nearest rail of any track and City shall require this limitation from its contractors.

Section 18. The City shall require its contractor (or contractors) upon the completion of the work of such contractor (or contractors), to remove from within the limits of the railroad right-of-way all machinery, equipment, surplus materials, false work, rubbish or temporary building of such contractor (or contractors) and to leave the right-of-way upon which the said contractors carried on operations in a neat condition, satisfactory to the authorized representative of the Railroad.

Section 19. When the reconstruction of this grade separation project is completed, the City shall maintain at its expense, or by agreement with others provide for the maintenance of the vehicular overpass structure only, the approaches, drainage structures, and all highway facilities. In the event of railway derailments, accidents or collisions growing out of the negligence of the Railroad, and resulting in damage to the highway

overpass structure, the City shall make the repairs necessary to restore the said structure substantially to its former condition and the Railroad agrees to reimburse the City for the total cost of such repairs. The Railroad further agrees not to erect, nor grant permission to others to erect any advertising signs within the limits of the highway's right-of-way lines extended across the Railroad right-of-way.

Section 20. In order to fulfill its maintenance obligation, the City shall have access to the structures whenever necessary, for the performance of inspections, repairs and maintenance. The Railroad shall be notified whenever such activities affect its operations. All repair or maintenance work shall be performed in accordance with the applicable Standard Specifications of the State of Illinois in effect on the date the work is performed.

No temporary staging, forms or cribbing shall encroach within minimum clearances less than the controlling clearance with respect to said highway overpass structure in existence prior to performance of such maintenance unless written approval is obtained from the Railroad.

Section 21. The Railroad shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work for which it is to be reimbursed.

The Railroad, for performance of any work for which it is to be reimbursed may bill the City monthly (in sets of 4) for the costs and expenses it has incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The Railroad upon completion of their work, shall render to the City a detailed statement (in sets of 4) of the actual costs and expenses as incurred by them or for their account. After the City's representatives have checked the progressive invoices and the final statement and they have agreed with the Railroad's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the City shall promptly reimburse the Railroad for ninety-five (95) percent of the amount as agreed upon.

After the Federal or State representatives have audited the expenses as incurred by the Railroad, including such items of expenses as may have been suspended from any previous payment, the City shall promptly reimburse the Railroad for the retained percentages and suspended items of expense, less the deduction for any item (or items) of expense as may be found by the Federal or State representatives as not being eligible for reimbursement. If the total of the item (or items) of expense as may be found by the Federal or State representatives as not being eligible for reimbursement exceeds the retained percentage plus any items of expenses which may have been suspended, then the Railroad shall promptly reimburse the City for the overpayment.

Section 22. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approval pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedure in general. The City will reimburse the Railroad as hereinbefore provided, for only such items of work and expense and in such amounts and forms as are proper and are eligible for reimbursement.

Section 23. In connection with performance of this contract, the Public Body will provide for the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for contract and subcontract work under this contract, as set forth in 49 CFR 23.

Section 24. This Agreement shall become effective only after its approval by the Illinois Department of Transportation and, to the extent legally required, after approval by the Illinois Commerce Commission.

Section 25. This Agreement shall be binding upon the parties hereto, their successors or assigns.

In Witness Whereof, the parties have caused these presents to be executed by their proper officers thereunto duly authorized, as of the date first above written.

[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 No. 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
WITH CHICAGO TRANSIT AUTHORITY FOR
RECONSTRUCTION OF WELLS STREET
VIADUCT.

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 accept, the City Clerk to attest and the Commissioner of Public Works, and the City Comptroller to approve upon approval of the

Corporation Counsel as to form and legality, an Agreement between the Chicago Transit Authority and the City of Chicago for the reconstruction of the Wells Street Viaduct from the Chicago River to Hubbard Street, said Agreement to be substantially in the following form:

Agreement.

This Agreement, made and entered into as of this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation of the State of Illinois, acting and through its Department of Public Works, hereinafter referred to as the "City", and Chicago Transit Authority, a municipal corporation of the State of Illinois, hereinafter referred to as the "Authority".

Witnesseth:

Whereas, the City proposes the reconstruction of the Wells Street Viaduct between Hubbard Street and the Chicago River, hereinafter referred to as the "Project"; and

Whereas, the Wells Street Viaduct is a double deck structure which provides not only a vehicular roadway but also an upper deck for the Authority's elevated trains; and

Whereas, the Project shall include the reconstruction of the Authority's Merchandise Mart Station, reconstruction of the elevated structure, reconstruction of the track, and modification of the signal system in the Project location; and

Whereas, the City will require the Authority to provide engineering services to modify the existing signal system and to provide force account construction work; and

Whereas, the City desires the Authority to furnish the above engineering and construction services and the Authority is able and desires to provide these services.

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

1. Services To Be Performed By Authority.

The Authority shall perform and carry out, in a satisfactory manner, as determined by the City or its designated representative, the following services;

- A. The Authority shall provide support engineering services, labor, material, tools and equipment required for the following work:
 - (1) Provide flagging of C.T.A. trains for protection of Contractor and C.T.A. personnel. The C.T.A. will de-energize the third rail during time periods agreed upon by the C.T.A. and the City's contractor, and will verify compliance with all C.T.A. requirements before re-energizing the third rail.

- (2) Provide Saturday bus shuttle service when Contractor requires rail service termination for construction activities.
 - (3) Temporarily reroute communication cable between Merchandise Mart Telephone Equipment Room and the Lake/Wells Cable House, and the Merchandise Mart telephone equipment room and the vicinity of Franklin and Illinois Streets, including installation of branch cable to serve the electrical room, relay house, supervisor's booth and the Mart Station P.A. Install permanent routing for communication cable between the Mart and Lake/Wells and between the Merchandise Mart and Franklin and Illinois Streets.
 - (4) Modify track signalling for emergency turnout, perform all signal cable work required for relay house relocation, relocate signal cables temporarily as required for Contractor's work, and install impedance bonds as required (See Exhibit A attached hereto).
 - (5) Provide material for temporary and permanent communication cable routings, and necessary signal equipment and material. C.T.A. will supply from stock signal cable and certain track specialty items.
 - (6) Provide construction coordinator/inspector to arrange for flagmen and to monitor construction activities.
 - (7) C.T.A. Engineering personnel will provide additional Project coordination with the City, check Contractor compliance to Authority's practices and standards including shop drawing review, and monitor C.T.A. costs and involvement.
 - (8) Modify fare collection area in the Merchandise Mart for Elderly and Handicapped Accessibility, including removal of the south agent's booth, rehabilitation of the north agent's booth to make it fully operable, and installation of a handicapped gate, gate controls, railings, and handicapped pay window.
- B. Conferences. The Authority shall attend such conferences with representatives of the City and other interested agencies as may be required in connection with the Project.
- C. Monthly Invoices. The Authority shall submit a progress report to the City once each month, and an invoice on forms furnished by, and itemized as required by the Department of Public Works. The invoice shall be for services completed during the invoice period. Payment will be made on the basis of approved invoices and supporting papers.

The Authority shall indicate on each month's invoice, or in the transmittal letter, or on a progress report accompanying the invoices, the percentage of completion on all services under this Agreement, as of the date of the invoice.

Also accompanying each invoice the Authority shall submit an estimate of the approximate percentage of work remaining to be done under the current anticipated scope of services listed under Section 1.

- D. Field Surveys. The Authority shall assist the City and its consultants in the performance of track level field surveys as may be required.
- E. Shop Drawings. The Authority shall assist in the clarification and compliance of shop drawings with Project design concept.

The Authority shall prepare supplementary sketches as may be necessary for clarification of contract plans and to assist in resolving conditions encountered. They shall examine for compliance with design concept and recommend to the City approval or rejection of shop drawings and of material and equipment submitted as qualified for use in the Project, based on literature and samples supplied by the Contractor through the City.

The above examinations and recommendation, of approval or rejection, shall be performed and submitted expeditiously by the Authority to the City so as not to delay construction.

- F. Acceptance Tests and Evaluation of Test Data. The Authority shall witness such tests of the completed installations which are performed by the Contractor to demonstrate acceptability of these systems to insure the validity of the test procedures and the accuracy of the test data gathered during these tests.

The Authority shall advise the City of any additional acceptance test which should be undertaken to determine the Project's conformance with the requirement of the contract documents. The procedures required for these additional tests shall be submitted to the City for approval prior to their initiation.

Test data submitted by the contractor or gathered by the Authority during tests shall be evaluated by the Authority and an outline report on each test, complete with a statement of acceptability, shall be submitted to the City for approval following each test.

2. Services Furnished by City. The City will furnish the Authority with the following:

- A. Copies of the Department's policies, manuals, publications, Standards, forms and data required to carry out the work under the terms of this Agreement.
- B. A description of the work to be performed on the Project.
- C. Any available plans and data relative to the Project.
- D. A proposed geometric layout (where required) to be used as a guide in designing contract plans.

3. Time of Services. The services of the Authority shall begin upon being notified to proceed by the City or its designated representative and shall be prosecuted to completion with the necessary documents delivered to the City within the time limit agreed upon by the Authority and the City; however, all work comprised in this Agreement is to be completed no later than December 31, 1989.

4. Basis of Payment. The City will pay the Authority for the Force Account services performed under this Agreement on the following basis:

- A. For direct payroll costs plus percentage of said direct costs (the monetized value of hours worked on jobs included in the scope of this contract) to cover the cost of fringe benefits (currently 46.5%). A percentage of direct labor cost plus fringe benefits (currently 17.8%) to cover supervisory services, and a percentage of total direct service cost (currently 3.1%) to cover C.T.A. support services.
- B. For materials and equipment purchased by the Authority, or used from Authority stock, at the actual costs of said materials and equipment to the Authority, plus a percentage (20.0%) to cover the cost of purchasing, storage, handling and transportation (percentage known as "stores loading").
- C. For equipment and tools used for Force Account work under this Agreement, at the rates normally charged by Authority for such use, except that no depreciation or use charge will be allowed on any assets that would be considered as fully depreciated, provided, however, that reasonable use charge may be made for any such assets if warranted after taking into consideration the cost of the item involved, the estimated useful life remaining, the effect of any increased maintenance charges or decreased efficiency due to age, and any other factors pertinent to the utilization of the item for the purpose contemplated.
- D. Rates and percentages used herein shall be the same as those used by the Authority in its internal accounting system and used in its billings of indirect costs in accordance with approved Cost Allocation Plan for capital grant projects. Rate changes occur periodically and as they do, payments shall be adjusted to the effective date of the new rate.

Rates used herein are the same rates used by the C.T.A. to bill all funding agencies for costs incurred under C.T.A.'s capital grant program and such costs are in full compliance with Federal O.M.B. Circulars A-87 and A-102 and O.A.S.C.-10.

Rates used herein shall be paid to the Authority only to the extent that they are approved by F.H.W.A. and by I.D.O.T.

5. Compensation. The maximum compensation to be paid to the Authority under this Agreement shall be the sum of \$983,200 to be paid from Fund No. 311- 6250-883.

6. Notice. Notice and communications under this Agreement shall be sent by first-class prepaid mail to the Authority, the Chicago Transit Authority, P.O. Box 3555, Merchandise Mart Plaza, Chicago, Illinois 60654 and to the City, addressed to Paul A. Karas,

Commissioner, Department of Public Works, City Hall, Chicago, Illinois 60602. Said notices shall be deemed received when mailed.

7. Payment for Changes. If modifications to the Scope of Services resulting from changes made by mutual agreement cause an increase or decrease in the Authority's costs of, or time required for, performance of the Agreement, an equitable adjustment shall be made and the Agreement amended. Any claim by the Authority for adjustment under this clause must be submitted in writing to the Commissioner within 30 days of receipt by the Authority of the notification of change unless the Commissioner grants a further period of time.

The City will pay the authority upon approval by the funding agency for these additional services on an hourly basis (plus authorized reimbursables), and invoices for payment shall have these cost tabulated separately.

8. Audit, Inspection, and Retention of records, the authority shall maintain records showing actual time devoted and costs incurred. The Authority shall permit the authorized representative of the City, the Federal Highway Administration and State of Illinois Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Authority for work done under this Agreement. The Authority shall make these records available at reasonable times during the contract period and for at least three (3) years from the date of final payment of Federal and State of Illinois funds to the City.

9. Minority Business Enterprise (M.B.E.) Policy. It is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the M.B.E. Requirements of 49 C.F.R. apply to this Agreement.

The Authority agrees to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard, the Authority shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this Agreement. The Authority shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Authority shall include the provisions of this Section in every subcontract, including procurement of materials and leases of equipment.

Failure to carry out the requirement set forth above shall constitute a breach of contract and may result in termination of the Agreement or such remedy as deemed appropriate.

10. It is agreed that the Chicago Transit Authority is self-insured and that subject to the receipt of financial assistance from the R.T.A. in accordance with Chicago Transit Authority budgeted estimate has funds available and agree to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person

or persons and from court costs and attorney's fees, and expenses incidental thereto, arising out of the work performed hereunder by the Authority, and caused by the negligence of the Authority, or any contractor for the Authority, or their respective officers, agents and employees.

11. Subcontract Requirements. This Agreement is a carrier agreement, as defined in the Illinois Department of Public Transportation Capital Improvement Grant Manual, dated September, 1982, and is subject to Department review and occurrence procedures applicable to such agreements, including the applicability of third-party contract requirements to subcontracts of the Authority.

Section 12. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approval pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedure in general.

In Witness Whereof, the parties have caused these presents to be executed by their proper officers thereunto duly authorized, as of the date first above written.

[Signature forms omitted for printing purposes.]

Exhibit A attached to this agreement reads as follows:

Exhibit A.

Public Interest Finding.

Signal Design And Installation
By Chicago Transit Authority Forces
For The
Wells Street Viaduct Reconstruction Project

Chicago Transit Authority facilities and operations, from time to time, may be directly affected as a result of the construction, rehabilitation and/or modification of highways or facilities funded by the Federal Highway Administration and the Illinois Department of Transportation.

The Chicago Transit Authority's staff, through their expertise directly related to the design, maintenance and operation of the existing Rapid Transit System, is uniquely qualified to evaluate the impact of construction, rehabilitation and/or modification of highways to our system. The staff has an intimate knowledge of the design standards and operating procedures required to insure the safety of our passengers.

The design of signal modifications that are to be integrated into an existing operating signal system requires an intimate knowledge of the Authority's signal system, standards and procedures. The Authority's Signal Design Group is uniquely qualified to provide the signal design modifications required as part of the Wells Street Viaduct Reconstruction. Their expertise relates directly to their normal activities which include responsibility for signal design modifications throughout the entire system.

The Signal Design Group, by engineering the required modifications, will ensure that all standards are adhered to and the integrity of the entire signal system is maintained.

Chicago Transit Authority Forces are thoroughly familiar with specialized installation techniques and procedures that will be used for the signal modification due to the Wells Street Viaduct. Reconstruction and thereby detailed installation drawings are not required. An independent contractor would not be familiar with these procedures and a detailed installation specification and drawings would be required. The contractor would also need technical supervision from both signal designers and maintenance personnel. The Authority has available the materials required for installation and test equipment necessary to ensure the proper functioning of the signal modifications to allow work to proceed in a timely manner.

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 No. 1 of the Division of Highways.

SECTION 3. That the ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
WITH CHICAGO UNION STATION COMPANY FOR
RECONSTRUCTION OF VAN BUREN
STREET VIADUCT.

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 accept, the City Clerk to attest and the Commissioner of Public Works, and the City Comptroller to approve upon approval of the Corporation Counsel as to form and legality, an Agreement between the Chicago Union Station Company and the City of Chicago for the reconstruction of the Van Buren Street Viaduct, said Agreement to be substantially in the following form.

Agreement.

This Agreement, made and entered into this _____ day of _____ 1986, by and between the City of Chicago, a municipal corporation, hereinafter known as "City" and Chicago Union Station Company, hereinafter known as "Railroad".

Witnesseth:

Whereas, a portion of the existing W. Van Buren Street extends over the main line tracks owned and operated by Railroad by means of a highway overpass structure known as Van Buren Street Viaduct; and

Whereas, the said highway overpass structure was originally constructed and maintained by the Railroad in accordance with the Chicago Union Station Company Ordinance adopted by the City Council of the City of Chicago on March 23, 1914; and

Whereas, in the interest of public safety and convenience, the parties hereto propose to rehabilitate the said overpass structure, substantially as shown on the contract plans and described in the specifications prepared by the City.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. The Railroad agrees to the extent of their right, title and interest to co-operate in the rehabilitation and maintenance of the existing highway overpass structure over and across its tracks and right-of-way without compensation other than the performance of this contract by the City.

The Railroad hereby grants temporary easements to the City, at no cost, to store materials and equipment to be used in connection with the work on property of the Railroad, at such locations and at such times as shall be designated by the representatives of the Railroad, provided that no such storage shall interfere with the operations of the Railroad. Railroad also grants City, at no cost, temporary easements at the track level of Railroad property for the purpose of performing the work hereunder and all necessary maintenance in such manner as shall not unduly interfere with the operations of the Railroads and shall meet with the prior approval of the Railroad.

Section 2. Railroad grants permission to the City to remove and replace drain pipe at Bent 4, to install new drain pipe and catch basins at Bent 7 and to make necessary connections to the Railroad catch basins, manholes or sewers as required, while the catch basins are in place.

Section 3. The City shall secure or cause to be secured without cost to the Railroad, rights or property required for or incident to the rehabilitation of the highway overpass structure and the approaches thereto, excepting that provided for in Section 1 above.

Section 4. The preliminary and detailed plans, specifications and special provisions for partial reconstruction of the highway overpass structure and all highway appurtenances,

shall be prepared by or for the City and all such plans, specifications and special provisions shall be subject to approval by authorized representatives of the Railroad to the extent they affect any property of the Railroad.

Section 5. The plans and estimates of cost of all items set forth hereinafter in Section 6-B shall be prepared by the Railroad and all such plans and estimates shall be subject to approval by an authorized representative of the City.

No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent in writing of the other party.

Section 6. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

A. Work by the City. The City shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete the following:

- 1) The preliminary engineering required for preparation of plans, specifications and special provisions as set forth in Section 4 above.
- 2) The rehabilitation of the highway overpass structure.
- 3) The construction engineering incidental to the work performed hereunder by the City.
- 4) Incidental work necessary to complete the items hereinabove specified.

The City's work shall be awarded to a competent and experienced contractor who has adequate equipment, organization and finances, and the Railroad shall be notified of the contractor receiving such award for all work affecting the Railroad's interest.

B. Work by the Railroad. The Railroad shall furnish or cause to be furnished, at its sole reimbursable cost of \$341,202.53 to be paid from Account No. _____, all the labor, material, work and equipment required to perform and complete the following:

- (a) Disconnect and remove existing lighting fixtures and their associated branch wiring.
- (b) Provide temporary lighting.
- (c) Re-install forty-two (42) 250 watt high pressure sodium fixtures with lamps, along with necessary branch wiring.
- (d) Remove existing canopies at platforms 6-8, 10-12, 14-16, 18-20 and 22- 24 and replace after viaduct repairs are completed.
- (e) Incidental work necessary to complete the items herein above specified.

- (f) Furnish flagmen, when required for the safe movement of trains thru the construction area, for the duration of the project.

Section 7. The Railroad shall order material and, upon receipt thereof, shall commence this work when requested by the City and shall give the City's Bureau of Construction twenty-four (24) hours' notice before starting their work. All drawings submitted to the Railroad during construction will be reviewed by the Railroad and returned to the City within two weeks. Shop drawings of the superstructure shall not be submitted to the Railroad. All work shall be performed in compliance with the Federal Aid Highway Program Manual, Civil Rights Act of 1964, the Illinois Fair Employment Practices Act and it is agreed the work shall be completed by 31 December 1989.

Section 8. The City shall require its contractor (or contractors) to perform his (or their) work in accordance with the State of Illinois, "Standard Specifications for Road and Bridge Construction" adopted October 1, 1983, and the "Supplemental Specifications" in effect on the date of invitation for bids.

The Railroad shall furnish flagmen and other suitable personnel to the City's contractor for flagging protection during the highway overpass project while any work is being performed on or over property of the Railroad. The Railroad shall have control and direction of said personnel during the progress of the work, but the City shall require its contractors to assume the responsibility for said flagmen or other personnel. The City shall reimburse the Railroad for the costs of said flagmen or other personnel.

Section 9. The City shall require its contractor's to indemnify and save harmless the Railroad, and its Proprietary and Tenant Railroad Companies and all Railroads operating in this area, from and against any and all liability, damages costs and expense for loss or damage to any property whatsoever and injury to or death or any persons whomsoever, arising or growing, in whole or in part, out of or in connection with the performance of any of the work performed by the City for the rehabilitation of said highway overpass structure.

The foregoing provisions of this Section shall not apply when such damages, costs and expense are caused by the sole negligence of the Railroad, its Proprietors or Tenants.

Section 10. The City agrees to provide or require its contractor or contractors to provide the Railroad, the Railroad Protective Liability and Property Damage Liability Insurance providing the following coverage:

Bodily Injuries, Death and Property Damage of a combined amount of \$2,000,000.00 per occurrence with an aggregate of \$6,000,000.00 for each Railroad set forth in Contract No. 80-77-85-1.

A copy of the policy or a certificate of insurance evidencing such coverage shall be furnished the Railroad before work is commenced.

Section 11. Subsequent to the award of any contract and before any work is started on this project, a conference shall be held between the representatives of the City, the Railroad, and the interested contractor, at a time and place as designated by the City's

representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

Section 12. Each party will provide the necessary construction engineering and inspection for carrying out its work as herein set forth. The costs as incurred by the Railroad for inspecting the work performed by the City as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the City.

Section 13. The temporary or permanent minimum clearances, with reference to the Railroad's tracks, or any necessary false work, bracing or forms as required for the rehabilitation of the highway overpass structure, shall be not less than the existing vertical and lateral clearances.

Section 14. The Railroad agrees to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and attorney's fees, and expenses incidental thereto, arising out of the work to be performed hereunder by the Railroad, and caused by the negligence of the Railroad, or their contractor or their agents or employees.

Section 15. The City shall require its contractor or contractors before entering upon the Railroad right-of-way for performance of any construction work, or work preparatory thereto, to secure permission from the authorized representative of the Railroad for the occupancy and use of the Railroad right-of-way outside the limits of the highway overpass structure, and to confer with him relative to the requirements for railroad clearance, operation and general safety regulations.

Section 16. The safety and continuity of operation of the traffic of the Railroad shall be at all times protected and safeguarded, and all work that may effect the property, tracks or operations of the Railroad shall be performed in a manner to minimize interference with operations of the Railroad. Notice shall be given the Railroad and the approval of the Railroad authorized representative shall not be considered as a release from responsibility, or liability for any damage which the Railroad may suffer, or for which it may be held liable by the acts of the contractor, or those of his subcontractor, or his or their employees. The Railroad agrees that it will not unduly delay the City, its contractors or subcontractors performing said work. The City will not permit any materials or equipment to be stored closer than six feet from the nearest rail of any track or any passenger or baggage platform, and the City shall require this limitation from its contractors.

Section 17. The City shall require its contractors upon the completion of the work of such contractors to remove from within the limits of the Railroad right-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor and to leave the right of way upon which the said contractors carried on their operations in a neat condition, satisfactory to the authorized representative of the Railroad.

Section 18. When the rehabilitation of this grade separation project is completed, the City shall maintain at its expense, or by agreement with others provide for the maintenance of the entire highway overpass structure, the approaches, drainage structures, and all highway facilities. In the event of railway derailments, accidents or

collisions growing out of the negligence of the Railroad, and resulting in damage to the highway overpass structure, the City shall make the repairs necessary to restore the said structure substantially to its former condition, and the Railroad agrees to reimburse the City for the total cost of such repairs. The Railroad further agrees not to erect, nor grant permission to others to erect, any advertising signs within the limits of the highway's right-of-way lines extended across the Railroad's property but City will permit platform lighting and wiring by Railroad.

Section 19. In order to fulfill its maintenance obligation, the City shall have access to the structures (and to adjoining Railroad property at all times), for the performance of inspections, repairs and maintenance. The Railroad shall be notified prior to and whenever such activities affect its operations. All repair or maintenance work shall be performed in accordance with the applicable Standard Specifications of the State of Illinois in effect on the date the work is performed.

No temporary staging, forms, or cribbing or maintenance equipment shall be erected on platforms or shall encroach within minimum clearances less than the controlling clearance with respect to said highway overpass structure in existence prior to performance of such maintenance unless written approval is obtained from the Railroad.

Section 20. The Railroad shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work for which it is to be reimbursed.

The Railroad, for performance of any work for which it is to be reimbursed may bill the City monthly (in sets of four) for the costs and expenses it has incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed and City shall promptly reimburse Railroad for such work.

The Railroad upon completion of its work, shall render to the City a detailed statement (in sets of four) of the actual cost and expenses as incurred by it or for its account. After the City's representatives have checked the progressive invoices and the final statement and they have agreed with the Railroad representatives that the costs are reasonable and proper, in so far as they are able to ascertain, the City shall promptly reimburse the Railroad for ninety-five (95) per cent of the amount as agreed upon.

After the Federal or State representatives have audited the expenses as incurred by the Railroad, including such items of expense as may have been suspended from any previous payment, the City shall promptly reimburse the Railroad for the retained percentages and suspended items of expenses, less the deduction for any item of expense as may be found by the Federal or State representatives as not being eligible for reimbursement. If the total of the items of expense as may be found by the Federal or State representatives as not being eligible for reimbursement exceeds the retained percentage plus any items of expense which may have been suspended, then the Railroad shall promptly reimburse the City for the over payment.

Section 21. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approval pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and

procedure in general. The City will reimburse the Railroad as hereinbefore provided, for only such items of work and expense and in such amounts and forms as are proper and eligible for payment.

Section 22. Railroad agrees to and does hereby waive any claim of ownership in and to the said viaduct structure now or hereafter existing in West Van Buren Street, adjoining the South Branch of the Chicago River, and hereby quit claims unto the City all right, title, or interest, if any, in the existing structure.

Section 23. The Railroad estimates do not include reimbursement for the cost of the insurance premiums for Railroad force account insurance. Liabilities of the Railroad not covered by insurance shall be subject to self-insurance by the Railroad.

Section 24. This agreement shall be binding upon the parties hereto, their successors or assigns.

Section 25. This agreement shall become effective only after its approval by the Illinois Department of Transportation.

In Witness Whereof, the parties have caused these presents to be executed by their proper officers there unto duly authorized, as of the date first above written.

[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 No. 1 of the Division of Highways.

SECTION 3. That the ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF
SEWERS IN MARYLAND MANOR.

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

Ordered, That the Commissioner of Sewers is hereby authorized to install sewers in Maryland Manor at the total estimated cost of \$325,000.00, 50% chargeable to the Illinois Environmental Protection Trust Fund.

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

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

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF
WATER MAINS AT SPECIFIED
LOCATIONS.

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

Ordered, That the Commissioner of Water is hereby authorized to install water mains in E. 134th Place from S. St. Lawrence Avenue to S. Maryland Avenue, S. Maryland Avenue from E. 134th Street to E. 134th Place and in S. St. Lawrence Avenue from E. 134th Street to E. 134th Place; 2920 feet of 8-inch ductile iron water main, at the total estimated cost of \$220,687.00 chargeable to the Capital Improvement Account Number 200-(7930) - Construction. The above work is to be done under Order No. A-00399.

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

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

Nays -- None.

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

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

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs sixteen Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Norwegian American Hospital
1044 N. Francisco Avenue.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

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

The Committee on Finance, to which had been referred (March 12 and 25, April 9 and July 29, 1986) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water charge and refund of various fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

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

Nays -- None.

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

FREE PERMITS.

Eighteenth Street Development Corporation.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Eighteenth Street Development Corporation for remodeling of building by preapprentice training program, 1839 to 1843 South Carpenter Street, on the premises known as 1839 to 1843 South Carpenter Street.

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

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

LaRabida Children's Hospital and Research Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to LaRabida Children's Hospital and Research Center for electrical installations on the premises known as East 65th Street at Lake Michigan.

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

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

Loretto Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of permit fee from the Department of Inspectional Services for the Construction/Remodeling of the Alcoholic Prevention and Education Center/Chemical Dependency Unit.

Loretto Hospital
645 South Central Avenue

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

Malcolm X College.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Malcolm X College, 1900 West Van Buren Street for abandonment and installation of three (3) fire hydrants for proposed parking lot at West Jackson Boulevard (to the north) between South Winchester Avenue and South Honore Street -- B.W.D. 86-07:05.00 on the premises known as Malcolm X College.

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

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Chase House 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, 1987:

Chase House Day Care Center
211 South Ashland Avenue.

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

Fireman Community Services 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, 1987:

Firman Community Services Day Care Center
37 West 47th Street.

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

Lincoln Park Cooperative Nursery.

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, 1987:

Lincoln Park Cooperative Nursery
1753 North Fern Court.

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

CANCELLATION OF EXISTING WATER RATES.

Saint Richard Episcopal Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against St. Richard Episcopal Church, 5101 West Devon Avenue.

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

REFUND OF FEES.

Chicago University.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$292.63 to The Chicago University, 5801 S. Ellis Avenue, representing payment of water assessment for the period of June 7 through September 9, 1985, charged to the Kidney Dialysis Clinic/The Chicago University, 1160 E. 55th Street.

Bernard Horwich/Mayer Kaplan Jewish Community Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund day care license fee, in the amount of \$75.00 to the Bernard Horwich/Mayer Kaplan Jewish Community Center, 3003 W. Touhy Avenue, (Early Childhood Program).

LaRabida Children's Hospital and Research Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$90.00 to LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan, representing payment of fees for electrical installations, as follows:

Permit No.	Amount
703459	\$30.00
703460	30.00
710334	30.00

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 July 29, 1986, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, as submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name and Address	Warrant Number and Type of Inspection	Amount
Augustana Hospital 411 West Dickens Avenue	D3-686525 (Sign)	\$1,165.00
Catholic Charities 126 North Desplaines Street	B1-602779 (Bldg. Insp.)	34.50
Chicago Boys and Girls Clubs (Little Village Unit) 2801 South Ridgeway Avenue	B1-605070 (Bldg. Insp.)	34.50
Children's Memorial Hospital 715 West Belden Avenue	B1-602601 (Bldg. Insp.)	23.00
Ford City Sertoma 4343 West 83rd Street	B1-604938 (Bldg. Insp.)	23.00
Galewood Community Church 1776 North Narragansett Avenue	D3-686380 (Sign)	165.00
1748 North Narragansett Avenue	P1-601235 (Boiler Insp.)	29.00
Jackson Park Hospital 7531 South Stony Island Avenue	D3-686413 (Signs)	6,030.00
Norwegian Old Peoples Home 6016 North Nina Avenue	D3-686350 (Sign)	40.00
Resurrection Health Care Corporation 7435 West Talcott Avenue	B1-605102 B1-605100 B1-605101 (Bldg. Insp.)	57.50 69.00 69.00
Washington and Jane Smith Homes 11300 South Western Avenue	No. 2 Kewanee- Scotch Marine Boiler	30.00

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

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

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to 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 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 warrants are to be drawn in the favor of the proper claimants and charged to Account No. 100.9112.937.

[Regular orders printed on pages 32967 through 32971 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 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 damages 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 orders printed on page 32972 of this Journal.]

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

The Committee on Finance submitted a report recommending that the City Council place on file three applications for City of Chicago charitable solicitation (tag day) permits for:

American Diabetes Association, September 19 and 20, 1986 (Loop and Near North side):

Lions of Illinois Foundation, October 9-11, 1986 (City-wide);

City of Hope, June 12, 1987 (City-wide).

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

Placed on File -- REPORT OF SETTLEMENTS OF SUITS
AGAINST CITY DURING MONTH OF JUNE, 1986.

(Continued on page 32973)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/20/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
ABRAHAM	CARMEN S	POLICE OFFICER	20--FIFTH DISTRICT	5/03/86	731.00
ADAMS	MARVIN J	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/85	25.00
ADERN	JOHN J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/17/86	257.75
ALDRICH	KEITH W	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/19/86	123.00
ALVARADO	GEORGE L	POLICE OFFICER	FOURTEENTH DISTRICT	3/13/86	35.00
ANDERSON	ROBERT M	POLICE OFFICER	NINTH DISTRICT	5/30/86	274.50
ANDERSON	WILLIE L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/31/86	143.00
ANTHUS	ROSS	POLICE OFFICER	TWELFTH DISTRICT	5/08/86	242.00
ASHE	LAWRENCE	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	5/17/86	137.90
AUGLE	DALE	POLICE OFFICER	EIGHTEENTH DISTRICT	1/31/86	84.50
AUGUST	JAMES W	POLICE OFFICER	FIFTH DISTRICT	3/30/86	1975.31
AVERYHART	WALTER E	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/20/86	20.00
BARGANSKI	RUSSELL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/18/86	60.00
BARNAS	KENNETH	POLICE OFFICER	FIFTEENTH DISTRICT	4/02/86	55.00
BASA	JENNIFER S	POLICE OFFICER	FOURTEENTH DISTRICT	4/26/86	47.00
BATEY	CHESTER H	POLICE OFFICER	THIRD DISTRICT	8/09/85	255.00
BAUMER	CHARLES E	POLICE OFFICER	INTERSECTION CONTROL UNIT	5/13/86	165.00
BECKER	WALTER P	POLICE OFFICER	FIFTEENTH DISTRICT	5/10/86	222.05
BEGUE	WILLIAM	POLICE OFFICER	EIGHTEENTH DISTRICT	5/04/86	671.50
BURATTO	JOHN	POLICE OFFICER	ELEVENTH DISTRICT	5/18/86	430.00
BURKOWSKI	ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/20/85	1038.00
BURKE	MICHAEL L	POLICE OFFICER	THIRTEENTH DISTRICT	5/15/86	106.00
BOYD	THOMAS E	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/18/85	20.00
BOYLAN	JAMES T	POLICE OFFICER	EIGHTH DISTRICT	5/28/86	242.00
BRANIN	MICHAEL D	POLICE OFFICER	FIFTEENTH DISTRICT	9/19/85	35.00
BRAZEL	VICTOR	POLICE OFFICER	THIRTEENTH DISTRICT	2/11/86	178.00
BRESKA	ELIZABETH M	POLICE OFFICER	TENTH DISTRICT	5/27/86	268.50
BRTNKHAN	WARREN F	POLICE OFFICER	FIFTEENTH DISTRICT	5/15/86	1006.30
BRIT JR	EDWARD L	POLICE OFFICER	INTERSECTION CONTROL UNIT	5/02/86	100.00
BROWN	ROBERT C	POLICE OFFICER	SECOND DISTRICT	2/12/86	120.00
BROWN	FREDOTE	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	5/20/86	60.40
BROWNFIELD	JAMES	POLICE OFFICER	EIGHTH DISTRICT	5/09/86	80.23
BRUCE	ROBERT E	POLICE OFFICER	FOURTH DISTRICT	5/07/86	79.50
BURKART	FRANK	POLICE OFFICER	YOUTH DIVISION AREA SIX	5/12/86	110.00
BUTTITTA	MICHAEL	POLICE OFFICER	ELEVENTH DISTRICT	3/08/86	84.50
BYRNE	DONNELL	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/28/84	11.00
CALHOUN	JOSE	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/23/85	75.00
CAFFITILLO	RENO	POLICE OFFICER	FOURTEENTH DISTRICT	4/26/86	140.50
CALKI	MILTON K	POLICE OFFICER	ELEVENTH DISTRICT	5/11/86	218.00
CARSON	CORA MARIE	POLICE OFFICER	ELEVENTH DISTRICT	5/02/86	540.00
CARTER	JAMES H	POLICE OFFICER	FIFTH DISTRICT	5/21/86	549.81
CEPHAS	CHARLES	POLICE OFFICER	FIRST DISTRICT	4/17/86	311.00
CHAMBLISS	ANDREW B	POLICE OFFICER	SEVENTH DISTRICT	5/19/86	65.50
CHURMA	DONALD J	POLICE OFFICER	TENTH DISTRICT	5/14/86	184.00
CLARULO	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	5/25/86	52.00
CLIFFORD	ARTHUR C	POLICE OFFICER	SIXTH DISTRICT	5/31/86	135.60
COMPTON	PETER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/01/86	164.15
CROFT	MICHAEL F	POLICE OFFICER	NINETEENTH DISTRICT	5/12/86	90.00
CUNNINGHAM				5/06/86	258.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/28/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DEARRELES	POLICE OFFICER	NINTH DISTRICT	5/29/86	179.00
DEOLA	POLICE OFFICER	SIXTEENTH DISTRICT	4/01/86	70.75
DEFELICE	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/15/86	139.00
DEFULLARS	POLICE OFFICER	THIRD DISTRICT	6/28/85	64.00
DEVLIN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/13/85	1933.61
DICKERSON	POLICE OFFICER	SECOND DISTRICT	9/03/85	375.00
DICHENICO	POLICE OFFICER	FOURTH DISTRICT	4/15/86	1623.50
DINETHAL	POLICE OFFICER	TWENTYTH DISTRICT	12/00/85	130.00
DUNNAN	POLICE OFFICER	FIFTH DISTRICT	5/12/86	143.50
DULLON	POLICE OFFICER	VICE CONTROL SECTION	5/23/86	175.30
DUNEN	POLICE OFFICER	TWENTYTH DISTRICT	12/04/85	50.00
DONAGALA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/15/86	287.50
DONKOWSKI	POLICE OFFICER	FIRST DISTRICT	4/01/86	280.52
DONES	POLICE OFFICER	FOURTEENTH DISTRICT	5/06/86	145.75
DONDE	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/13/86	91.00
DOWLING	POLICE OFFICER	NINTH DISTRICT	5/15/86	176.00
DUFFY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/12/86	50.80
ELIAS	POLICE OFFICER	SEVENTH DISTRICT	3/28/86	65.00
ELZY	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	12/07/85	370.00
ESTERS	POLICE OFFICER	SECOND DISTRICT	5/20/86	112.00
FAIRBELL	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	5/16/86	91.48
FISCHER	POLICE OFFICER	TWENTYTH DISTRICT	5/17/86	34.75
FITZGERALD	POLICE OFFICER	TENTH DISTRICT	5/03/86	52.00
FRANK	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/25/86	48.00
FRIERI	POLICE OFFICER	FOURTEENTH DISTRICT	5/15/86	390.00
FURALA	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/21/86	415.00
GANNON	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/10/85	435.00
GANTZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/24/86	312.00
GAUDIO	POLICE OFFICER	FIFTEENTH DISTRICT	11/11/85	35.00
GAVIN	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	4/15/86	74.00
GETTINGS	POLICE OFFICER	TWELFTH DISTRICT	4/23/86	118.00
GILL	POLICE OFFICER	SEVENTH DISTRICT	2/21/86	77.00
GLOVER	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/02/86	107.00
GOMULSKI	POLICE OFFICER	SEVENTH DISTRICT	5/09/86	289.00
GRADER	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/13/86	400.00
GRANDSART	POLICE OFFICER	EIGHTEENTH DISTRICT	5/02/86	305.00
GRANEY	POLICE OFFICER	EIGHTH DISTRICT	2/27/86	12.00
GRUETT	POLICE OFFICER	FIFTEENTH DISTRICT	1/18/86	129.58
GROTTA	POLICE OFFICER	OMEGA SECURITY	5/27/86	140.00
GRUBBS	POLICE OFFICER	TENTH DISTRICT	5/11/86	93.50
HAIRE	POLICE OFFICER	FOURTH DISTRICT	5/10/86	99.20
HARRISON	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/19/86	730.00
JANSON	POLICE OFFICER	SEVENTH DISTRICT	1/19/86	72.00
JANSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/25/86	108.00
JANSON	POLICE OFFICER	RECRUIT TRAINING	4/28/86	146.25
KIEBUN	POLICE OFFICER	SEVENTH DISTRICT	1/28/86	82.00
KORUNKIEWICZ	POLICE OFFICER	FOURTEENTH DISTRICT	3/26/86	251.00
LARRIER	POLICE OFFICER	EIGHTH DISTRICT	3/19/86	96.00
	POLICE OFFICER	SPECIAL OPERATIONS GROUP-SOUTH	7/29/83	554.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/20/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** WORK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LAURACH	FIFTH	POLICE OFFICER	3/20/86	73.00
LENIHAN	DAVID	POLICE OFFICER	10/29/85	35.00
LEWIS	CLARENCE	POLICE OFFICER	2/17/86	100.00
LIS	RAYMOND C	POLICE OFFICER	1/20/86	77.00
LONGUS	JODY	POLICE OFFICER	4/04/86	210.75
LOPEZ	ROBERT	POLICE OFFICER	1/11/86	210.00
MARTIN	RONALD	POLICE OFFICER	3/06/86	25.00
MARTIN	FRANK B	POLICE OFFICER	1/11/86	304.00
MARTINEZ	JAMES T	POLICE OFFICER	1/15/86	65.00
MCCOLAIN	ANGEL	POLICE OFFICER	4/26/86	172.75
MCCORMACK	JOHN T	POLICE OFFICER	1/20/86	170.00
MOORE	CHARLES A	POLICE OFFICER	3/08/86	81.25
MONOZ	THOMAS F	POLICE OFFICER	4/07/86	1950.00
MOMAKOWSKI	LUIS	POLICE OFFICER	4/05/86	92.00
NYKAZA	JOHN	POLICE OFFICER	4/12/86	77.00
ODONNELL	FRANCIS J	POLICE OFFICER	4/27/86	39.00
OFASINSKY	RONALD J	POLICE OFFICER	2/22/86	28.00
OSHEA	DEANUS J	POLICE OFFICER	2/15/86	333.00
PANAGAS	PETER G	POLICE OFFICER	8/06/85	54.00
PANAY	LINDA	POLICE OFFICER	3/29/86	395.00
PASCENTE	RICHARD	POLICE OFFICER	4/10/86	51.10
PUGATIERI	CHARLES A	POLICE OFFICER	2/02/86	2462.00
RAHIREZ	MARTO	POLICE OFFICER	3/28/86	278.00
RAMIS	TANYA	POLICE OFFICER	4/12/86	297.00
RICHARDSON	CHARLES	POLICE OFFICER	3/20/86	1230.00
ROBINSON	HELMAN	POLICE OFFICER	6/19/85	83.00
ROBINSON	RONALD	POLICE OFFICER	1/25/86	1402.00
SHORTER	BOYSIE	POLICE OFFICER	4/20/86	85.00
SOLBERGEN	STEPHEN	POLICE OFFICER	1/22/85	190.00
STICKER	LEONARD	POLICE OFFICER	2/07/86	139.00
TANDAKIC	JOSEPH J	POLICE OFFICER	4/19/86	65.50
TERO	GUSTAF	POLICE OFFICER	8/20/85	136.00
TOMASIK	EDWARD C	POLICE OFFICER	4/02/86	332.25
TOTCOFF	STEVEN J	POLICE OFFICER	0/23/85	107.97
TRUBE	EDWARD C	POLICE OFFICER	1/15/85	64.00
TRIGUS	VICTORIA R	POLICE OFFICER	3/03/86	570.00
VARALLO	RONALD E	POLICE OFFICER	4/28/86	243.00
WISCHOK	DEAN	FIREFIGHTER	12/08/82	250.00
WOMBERGER	THOMAS	LIEUTENANT	3/17/86	969.00
WROCKEN	DAVID	LIEUTENANT	10/27/85	735.00
WRIGGS	ALBERT	FIREFIGHTER	3/25/86	1358.00
WRELLIE	EARL	FIREFIGHTER	1/16/86	53.00
BRUNSON	WILLYSES	BATTALION CHIEF	2/09/86	164.00
BUCHANAN	GEORGE	FIREFIGHTER	1/29/86	230.45
BURNS JR	WILLIAM J	PARAMEDIC	8/22/85	462.00
CAROLAN	PAULON	CAPTAIN	1/04/86	303.00
CLOUD	RICHARD	FIREFIGHTER	1/19/86	2003.50
CLOUTIER	MICHAEL F	PARAMEDIC	2/11/86	105.00
		AMBULANCE 5	1/29/86	107.31

CITY COUNCIL ORDERS
COUNCIL MEETING OF 8/20/86
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CLOYD	RELUKH	FIREFIGHTER	6/25/85	375.30
CELEY	CHARLES	FIREFIGHTER	12/03/85	371.00
COYNE	DAVID	ENGINE COMPANY 63	2/21/86	125.60
CUNNINGHAM	ROBERT	ENGINE COMPANY 109	12/21/85	17.00
CUNAN	THOMAS	ENGINE COMPANY 45	3/04/85	349.54
FERENZI	JOJO	ENGINE COMPANY 109	6/19/85	424.58
GARTH	JOSEPHINE	PARAMEDIC	9/04/85	2024.00
GRAE	DEWITT W	ENGINE COMPANY 8	9/12/83	125.00
GRIFFIN	WALTER	PARAMEDIC	4/30/85	110.00
GRUNING	RICHARD	DISTRICT RELIEF 6	5/12/86	263.74
GRUDIC	ROBERT L	ENGINE COMPANY 95	11/15/85	50.00
GRUNAUER	ROY	ENGINE COMPANY 120	1/14/86	215.00
HUGHES	CARLO	PARAMEDIC	10/20/84	275.00
HUNTER	MARK	ENGINE COMPANY 77	1/10/86	127.40
JACK	CARL	ENGINE COMPANY 39	12/01/85	203.00
JASH OMSKI	DOUEL	SQUAD 5	12/08/85	135.00
KADING	JERALD	ENGINE COMPANY 16	11/13/85	10.00
KINNEAR	PATRICIA	DISTRICT RELIEF 3	12/31/85	72.00
KNOTT	JACK	TRUCK 32	12/07/85	34.00
KUHL	THOMAS	DISTRICT RELIEF 1	9/13/85	143.00
KOTSUAS	BRIAN	DISTRICT RELIEF 1	1/01/86	35.00
LASCO	STEVE	DISTRICT RELIEF 5	2/27/86	120.00
LAUSEN	ISABELLA	DISTRICT RELIEF 5	12/29/85	177.00
LEIGH	REGOLD	TRUCK 23	1/24/86	197.00
LIBERTO	GUS	TRUCK 35	1/27/86	152.73
LORG	SAMUEL	TRUCK 50	2/01/85	900.00
MAGNUS	BERNARD	TRUCK 22	2/12/86	403.00
MALONEY	RONALD	ENGINE COMPANY 24	2/20/86	256.00
MATY	WILLIAM	ENGINE COMPANY 101	2/12/86	25.00
MCDONOUGH	DAVID	AMBULANCE 23	1/08/86	198.95
MESCH	DAVID	TRUCK 36	8/25/75	4695.75
MROZEK	EDWARD	TRUCK 35	9/26/85	200.00
MROZEK	PATRICK	DISTRICT RELIEF 5	10/12/85	502.00
MUSCARELLO	DAVID	TRUCK 3	8/14/85	400.00
OAKLEY	THOMAS	ENGINE COMPANY 69	6/05/85	416.00
O'CONNELL	EDWARD	SQUAD 5	10/04/85	234.90
O'DONOVAN	PATRICK	AMBULANCE 41	2/04/86	369.25
OSHEA	ANTHONY	AMBULANCE 41	1/26/86	277.60
OSTROWSKI	ROBERT	OFFICE OF THE FIRE COMMISSIONER	1/22/86	40.00
PEPSENK	WILLIAM	ENGINE COMPANY 84	12/25/85	557.00
PHALIN	JOHN	TRUCK 29	2/07/86	1425.40
PLUTA	PAUL	DISTRICT RELIEF 6	12/15/85	90.50
	THOMAS	ENGINE COMPANY 107	3/30/86	252.00
	JAMES T	DISTRICT RELIEF 3	10/30/85	70.00
	JAMES T	DISTRICT RELIEF 3	12/20/85	114.00
	CARL	AMBULANCE 18	12/27/85	221.60
	GERALD	DISTRICT RELIEF 2	2/06/86	31.00
	PAUL	AMBULANCE 4H	12/13/85	100.00
	JOHN	AMBULANCE 34	11/24/85	103.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 8/19/86
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INURRED	VOUCHER TOTAL
RADE	FIRE FIGHTER	TRUCK 54	4/02/06	129.00
ROE	ENGINEER	ENGINE COMPANY 26	2/10/86	235.00
REED	PARAMEDIC	DISTRICT RELIEF 3	12/31/85	86.25
REED	PARAMEDIC	AMBULANCE 47	10/03/85	42.10
RICHARDS	FIRE FIGHTER	ENGINE COMPANY 98	12/16/85	4486.45
RICKERT	BATTALION CHIEF	FIRE SUBSTATION HEADQUARTERS	1/13/86	155.00
RICHARDSON	PARAMEDIC	AMBULANCE 12	11/03/85	85.00
ROBERTS	PARAMEDIC	DISTRICT RELIEF 3	2/27/86	557.25
ROBINSON	PARAMEDIC	DISTRICT RELIEF 3	1/09/86	300.00
ROTHMAN	FIRE FIGHTER	DISTRICT RELIEF 1	1/26/86	843.50
ROTH	FIRE FIGHTER	SQUAD 1	1/07/86	15.00
ROCK	LIEUTENANT	TRUCK 51	9/05/85	147.00
RUSSELL	FIRE FIGHTER	ENGINE COMPANY 73	2/11/86	2344.46
SANTAGO	FIRE FIGHTER	SQUAD 2	2/03/86	234.00
SCHWARTZ	FIRE FIGHTER	AMBULANCE 7	5/05/85	102.46
SHANK	PARAMEDIC	DISTRICT RELIEF 2	8/13/85	20.00
SHANER	PARAMEDIC	DISTRICT RELIEF 5	10/13/85	390.00
SMITH	FIRE FIGHTER	ENGINE COMPANY 76	11/28/85	122.83
SMITH	POLICE OFFICER	DISTRICT RELIEF 5	8/24/85	18.00
STENCER	FIRE FIGHTER	ENGINE COMPANY 102	2/21/86	113.50
STEWART	FIRE FIGHTER	ENGINE COMPANY 117	12/23/85	40.00
SULLIVAN	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	26656.50
SUTHERLAND	FIRE FIGHTER	ENGINE COMPANY 106	4/24/86	83.00
TATE	FIRE FIGHTER	TRUCK 51	2/26/86	366.00
WARD	FIRE FIGHTER	CANDIDATE TRAINING	3/19/85	200.00
WELSH	PARAMEDIC	DISTRICT RELIEF 3	1/03/86	149.80
WELSH	PARAMEDIC	AMBULANCE 29	7/13/85	118.10
WILKINSON	PARAMEDIC	AMBULANCE 9	5/07/85	103.50
WISNER	LIEUTENANT	FIRE PREVENTION	12/19/85	118.75
WISNER	LIEUTENANT	SQUAD 3	5/04/86	4128.03
WISNER	LIEUTENANT	TRUCK 17	11/30/85	93.10
WISNER	CAPTAIN	ENGINE COMPANY 89	12/03/85	94.75
WISNER	LIEUTENANT	DISTRICT RELIEF 5	11/04/85	228.50
WISNER	FIRE FIGHTER	ENGINE COMPANY 23	7/20/85	194.30

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/28/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALSTON	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/04/86	121.00
AMARI JR	POLICE OFFICER	ELEVENTH DISTRICT	5/30/86	121.00
BARICZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/29/86	1315.00
BASKERVILLE	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	11/19/85	4020.75
BRANNIGAN	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	5/31/86	553.50
BRENNAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/26/85	602.00
BURTUN	POLICE OFFICER	THIRD DISTRICT	1/01/86	150.00
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	2/08/82	2490.00
CARLSON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/15/86	113.35
CONTANT	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	10/18/79	590.00
COOLEY	POLICE OFFICER	ELEVENTH DISTRICT	5/19/86	954.50
COTY	POLICE OFFICER	CHARGE LAW ENFORCEMENT	5/20/86	194.00
CUSACK	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/26/86	172.20
CUSHING	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/18/86	978.50
DAVIS	POLICE OFFICER	INTERSECTION CONTROL UNIT	2/28/86	500.00
DIMAGGIO	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISITR	5/29/86	6846.75
DISSELHORST	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	5/18/86	252.00
EGAN	POLICE OFFICER	TENTH DISTRICT	12/12/85	192.75
ERDACHER	POLICE OFFICER	SECOND DISTRICT	5/15/86	185.00
FENRITER	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	4/16/86	622.72
FLINOCCHIO	POLICE OFFICER	FIFTEENTH DISTRICT	10/25/79	137.00
FLORES	POLICE OFFICER	ENFORCEMENT SECTION	5/26/86	601.00
FRAZZINI	POLICE OFFICER	TENTH DISTRICT	5/17/86	345.50
GUERRIERI	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	4/22/86	152.80
HAFEEY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/08/81	94.00
JENNOTTE	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	4/16/86	376.75
JOHNSON	POLICE OFFICER	INTELLIGENCE SECTION	3/20/86	405.00
KELLY	POLICE OFFICER	EIGHTH DISTRICT	1/31/86	180.00
LEWRECT	POLICE OFFICER	SEVENTEENTH DISTRICT	7/09/77	503.00
LULLO	POLICE OFFICER	SEVENTH DISTRICT	4/14/85	475.00
MOTZNY	POLICE OFFICER	FOURTEENTH DISTRICT	1/24/86	29.00
REIKALAS	POLICE OFFICER	SEVENTEENTH DISTRICT	2/27/86	1900.00
RHODEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/05/85	75.00
SOLTYSIAK	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/23/83	1520.55
STOKES	POLICE OFFICER	TWELFTH DISTRICT	3/21/86	977.00
TASKER	POLICE OFFICER	CRIME LABORATORY DIVISION	9/23/85	954.50
VILLANREAL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/07/86	4322.00
WALSH	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/03/86	656.00
SCHMIDT	PARAMEDIC	AMBULANCE 8	9/22/85	170.00

(Continued from page 32966)

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 June, 1986.

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

Action Deferred -- AUTHORITY FOR ISSUANCE OF GENERAL
OBLIGATION BONDS FOR FINANCING OF NEW
CENTRAL LIBRARY FACILITY.

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

CHICAGO, August 28, 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 Bonds for the purpose of financing the development of a new central library facility of the Chicago Public Library in an amount not to exceed \$125,000,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith:

This recommendation was concurred in by 17 members of the committee with 3 dissenting votes.

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

The proposed ordinance attached to the foregoing committee report reads as follows:

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, Pursuant to its powers as a home rule unit of government under Article VII of the Illinois Constitution of 1970, the City has authority to issue its General Obligation Bonds in order to provide funds for the acquisition, construction, repair, remodeling, improving, furnishing and equipping of library facilities; and

WHEREAS, The City has determined that it is necessary and advisable at this time to issue its General Obligations Bonds, in one or more series, (collectively, the "Bonds"), in order to (a) provide funds to pay a portion of the cost of (i) either acquiring and constructing or remodeling and renovating a structure for use as a new central library facility to be

centrally located within the City, (ii) equipping and furnishing a new central library facility of the Chicago Public Library (iii) construction, equipment purchases and facilities purchases for other sites in the Chicago Public Library system ((i), (ii), and (iii) collectively being the "Project"); and (b) capitalize certain interest on the Bonds, herein authorized, and pay the expenses of issuing said Bonds; and

WHEREAS, The State of Illinois has committed to provide funds, including funds from the "Build Illinois" program, to pay for a portion of the costs relating to the provision of a new central library facility for the City; and

WHEREAS, The City has determined that it is advisable and necessary at this time to borrow a sum not to exceed \$125, 000,000 to provide the funds for such purposes and in evidence thereof to issue the Bonds, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such bonds; now, therefore,

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

SECTION 1. The City Council hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. There shall be borrowed on the credit of and for and on behalf of the City a sum not to exceed \$125,000,000 for the purposes aforesaid; that the Bonds shall be issued in such series, not to exceed four, and in such amount, or such lesser amount as may be determined by the City Comptroller; provided, however, that all such series of Bonds shall be issued within one year from the date this Ordinance is adopted by the City Council of the City of Chicago and the total amount of Bonds issued shall not exceed \$125,000,000. The Bonds shall be dated the first day of the month in which they are issued, or such other date or dates as shall be agreed upon between the City Comptroller and the purchasers of the Bonds, shall be in fully registered form, shall be in denominations of \$5,000 each and any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and shall become due and payable on January 1 in the years and in the amounts as shall be determined by the City Comptroller, but in any event all of the Bonds shall mature on or before January 1, 2016. The principal amount of such Bonds payable, whether at maturity or by virtue of mandatory redemption, on any January 1 (after taking into account prior required mandatory redemptions of such Bonds) and the interest to accrue and be payable thereon shall not exceed the applicable amount levied therefor herein. Each of the Bonds shall bear interest at a rate or rates not to exceed 11% per annum.

Each Bond shall bear interest from the later of its date or the most recent interest date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first days of January and July of each year, commencing, as to each series, on the first January 1 or July 1 following the date of the issuance and delivery of such series. Interest on each Bond shall be paid by check or draft of the bank or trust

company designated by the City Comptroller, or its successor as bond registrar and paying agent (the "Bond Registrar"), or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by wire transfer, in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the principal corporate trust office of the Bond Registrar.

The facsimile of the seal of the City shall be affixed to each of the Bonds, and the Bonds shall be executed by the facsimile signatures of the Mayor and the City Comptroller and attested by the facsimile signature of the City Clerk or Deputy City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 3. The City shall cause books (the "Bond Registrar") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal corporate trust office of the Bond Registrar, as the registrar for the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his attorney duly authorized in writing the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series interest rate and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period after the fifteenth day of the calendar month next preceding any interest payment date on such Bond, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal or redemption premium, if any, or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. In the event any of the Bonds are registered in the name of a securities depository pursuant to a book entry system, the use of which is authorized herein, the standing of the beneficial owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other government charge that may be imposed in connection with any transfer or exchange of Bonds except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for partial redemption.

If any bond, 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), improperly cancelled, or replaced pursuant to this Section, the Bond Registrar may replace said Bond by authenticating a new Bond of like date, series, denomination and principal amount and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar and (b) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the Bond Registrar evidence of such loss or destruction, together with indemnification of the City and the Bond Registrar, satisfactory to such Bond Registrar. In the event any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a replacement Bond, the Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to the City and the Bond Registrar evidence of such loss, destruction or cancellation, together with the indemnity, satisfactory to the Bond Registrar. Upon the issuance of any replacement Bond, the Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

All Bonds of any Series may, upon original issuance be issued in universal book- entry form, with a single Bond for each maturity of any such series to be delivered by the City to the initial purchasers for deposit with a depository acceptable to the City Comptroller, or said depository's agent. The determination to issue Bonds in universal book-entry form shall be made by the City Comptroller upon agreement with the original purchasers of any such Bonds. The Bonds shall be registered on the Bond Register to the nominee of the depository. No beneficial owners of the Bonds will receive certificates representing their respective interests in the Bonds. Until the earlier of the final maturity of the Bonds or the issuance of replacement Bonds, as herein provided, ownership and subsequent transfers of

ownership will be reflected by book-entry on the records of the depository and those financial institutions for whom the depository effects book-entry transfers and pledges of securities deposited with the depository, and payment of principal of, premium, if any, and interest on, the Bonds will be made by the Bond Registrar to the depository on behalf of the beneficial owners of the Bonds until and unless Bonds are no longer issued in universal book-entry form and the Bond Registrar authenticates and delivers replacement Bonds ("Replacement Bonds") to the beneficial owners of the Bonds, or their nominees.

Certificates evidencing an interest in any Bonds issued and delivered to the depository may not be transferred or exchanged except:

(a) to any successor of the depository (or its nominee), or any substitute depository designated pursuant to paragraph (b) of this section, provided that any successor of the depository, or any substitute must be both a "clearing corporation" as defined in section 8-102 of the Uniform Commercial Code of the State of Illinois (Ill. Rev. Stat. 1985, Ch. 26, par 8-102), and a qualified and registered "clearing agency" as provided in Section 17 A of the Securities Exchange Act of 1934, as amended,

(b) to a substitute depository which has been designated by and is acceptable to the City Comptroller upon (1) the determination by the current depository that the Bonds shall no longer be eligible for depository services with such depository or, (2) a determination by the City Comptroller that the depository is no longer able to carry out its functions, provided that any substitute depository must be qualified to act as such, as provided in paragraph (a) immediately preceding, or

(c) to those persons to whom transfer is requested in written transfer instructions in the event that (i) the depository shall give two months notice of its intention to resign or discontinue its services for the Bonds and only if the City Comptroller is unable to locate a qualified successor within two months following the receipt of such notice or determination of non-eligibility or (ii) upon a determination by the City Comptroller that the continuation of the book-entry system is no longer in the best interest of the beneficial owners of the Bonds, then the City Comptroller shall notify the beneficial owners of the Bonds, or their nominees, of its determination and of the availability of Replacement Bonds to the beneficial owners requesting the same.

Bonds are redeemable prior to maturity at the option of the City, in whole or in part on any date, in the manner, on the dates and at such redemption prices (to be expressed as a percentage of the principal amount of a Bond, not to exceed 103%), to be determined by the City Comptroller at the time of their sale, plus accrued interest to the date fixed for redemption.

Certain of the Bonds may be made subject to mandatory redemption, at par plus accrued interest to the date fixed for redemption, on the dates as determined by the City Comptroller at the time of the sale of said Bonds. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. In the event of the redemption of less than all the Bonds of like maturity the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as

many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. The City shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date, the series of the Bonds to be redeemed in whole or in part, and the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than sixty (60) days prior to the redemption date by the Bond Registrar.

The Bond Registrar shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 4. Unless waived by any owner of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by registered or certified mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, including the series designation,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption

price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal.

If any Bond or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

SECTION 5. The Bonds shall be prepared in substantially the following form with such insertions and revisions as shall be necessary; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [13] shall be inserted immediately after paragraph [1] and paragraphs [3] through [5] shall be inserted immediately after paragraph [13]:

(Form of Bond -- Front Side)

Registered
No.: _____

Registered
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

GENERAL OBLIGATION BOND,

SERIES _____

[See Reverse Side
for Additional Provisions]

Interest
Rate: _____ %

Maturity
Date: January 1, _____

Dated
Date: _____ CUSIP _____

Registered Owner:

Principal Amount:

[1] The City of Chicago, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered

assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 each year commencing _____, 19____, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, is payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of American National Bank and Trust Company of Chicago, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar") payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar (the "Bond Register") at the close of business on the 15th day of the month next preceding the interest payment date, and shall be paid by check or draft of the Bond Registrar, in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Bond Register or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by wire transfer.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period after the fifteenth day of the calendar month next preceding any interest payment date on such Bond, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bond.

[2] Reference is hereby made to the further provisions of this Bond 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.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof, when due, at maturity or pursuant to mandatory redemption.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, said City of Chicago, Illinois, by its City Council, has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signatures of the 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

Attest:

(Facsimile Signature)

City Clerk
City of Chicago

(Facsimile Signature)

City Comptroller
City of Chicago

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Ordinance and is one of the General Obligation Bonds, Series _____, of the City of Chicago, Illinois.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By (Manual Signature)
Authorized Officer

[Form of Bond - Reverse Side]

City of Chicago, Illinois

General Obligation Bond,

Series _____

[6] For the prompt payment of this Bond, both principal, premium, if any, and interest, as aforesaid, as the same become due (whether at maturity or by optional or mandatory redemption), and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of said City of Chicago are hereby irrevocably pledged.

[7] This Bond is one of a series of Bonds aggregating the principal amount of \$125,000,000 issued pursuant to the constitutional home rule powers of the City for the purpose of (a) providing funds to pay a portion of the costs of (i) either acquiring and constructing or remodeling and renovating a structure for use as a new central library facility of the Chicago Public Library to be centrally located within the City, (ii) equipping and furnishing a new central library facility, (iii) construction, equipment purchases and facilities purchases for other sites in Chicago Public Library system ((i), (ii), and (iii) collectively being the "Project"); and (b) (ii) capitalizing certain interest on the Bonds paying expenses incidental to the issuance of the Bonds as was authorized by an ordinance adopted by the City Council on _____, 1986 (the "Bond Ordinance").

[8] Bonds due on or after _____ are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ and if less than all of the outstanding Bonds are to be redeemed the Bonds to be called shall be called from such maturities as may be determined by the City, and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter

provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date fixed for redemption:

Date of Redemption

Redemption Price

[9] Bonds maturing on _____ and on _____ are subject to mandatory redemption in part, by lot, in such manner as is selected by the Bond Registrar at the principal amount thereof, without premium, plus accrued interest to the date of redemption in the amount and on the dates set forth below:

Bonds due _____

January 1

Principal Amount

Bonds due _____

January 1

Principal Amount

Bonds maturing _____ are redeemable prior to maturity at the option of the City at par and accrued interest, in whole or in part on any date on or after _____, and if less than all of such Bonds are to be redeemed, the Bonds to be called shall be selected by lot in the manner hereinafter provided.

Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. In the event of the redemption of less than all the Bonds of like maturity, the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

[10] Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[11] This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[12] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same series interest rate and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[13] The City and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

For Value Received, the undersigned sells, assigns and transfers unto _____

(Name of Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Date:

Signature guaranteed: _____

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

SECTION 6. Each Bond shall be a direct and general obligation of the City for the payment of which (as to principal, interest and redemption premium, if any) the City pledges its full faith and credit. Each Bond shall be payable (as to principal, interest and redemption premium, if any) from any moneys, revenues, receipts, income, grants, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 7 hereof).

SECTION 7. For the purpose of providing the funds required to pay the principal of the interest on the Bonds promptly as the same become due, 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	\$14,378,074.81
1987	\$14,378,074.81
1988	\$14,378,074.81
1989	\$14,378,074.81
1990	\$14,378,074.81
1991	\$14,378,074.81
1992	\$14,378,074.81
1993	\$14,378,074.81
1994	\$14,378,074.81
1995	\$14,378,074.81
1996	\$14,378,074.81
1997	\$14,378,074.81
1998	\$14,378,074.81
1999	\$14,378,074.81
2000	\$14,378,074.81
2001	\$14,378,074.81
2002	\$14,378,074.81
2003	\$14,378,074.81
2004	\$14,378,074.81
2005	\$14,378,074.81

For the Year	A Tax Sufficient to Produce the Sum of:
2006	\$14,378,074.81
2007	\$14,378,074.81
2008	\$14,378,074.81
2009	\$14,378,074.81
2010	\$14,378,074.81
2011	\$14,378,074.81
2012	\$14,378,074.81
2013	\$14,378,074.81
2014	\$14,378,074.81

The term "Pledged Taxes" shall mean the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Bonds, and shall include any sum deposited with the Escrow Agent (as defined in Section 9 hereof) by the City Comptroller for the purpose of paying principal of and interest on the Bonds, which, together with the accrued interest received, will be deposited in the Escrow Account, if established pursuant to Section 9 hereof.

SECTION 8. The City shall appropriate amounts sufficient to pay principal of and interest on the Bonds for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 9. The City Comptroller is authorized to establish a special account, if determined to be necessary in connection with the sale of the Bonds, or any series thereof, separate and segregated from all other funds and accounts of the City, (the "Escrow Account"). The Escrow Account shall be maintained with a bank or trust company (the "Escrow Agent") to be designated by the City Comptroller pursuant to an escrow agreement (the "Escrow Agreement"), between the City and the Escrow Agent. The Escrow Agent shall establish such sub-accounts within the Escrow Account as may be directed by the City Comptroller, or, in the determination of the Escrow Agent, may be necessary with respect to any of the Bonds, or any series thereof.

In lieu of the proceeds of such taxes being deposited with the City Treasurer, the Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties (the "County Collectors") to deposit the proceeds of such taxes directly into the Escrow Account, if such Escrow Account has been created.

The City Comptroller is also authorized to purchase bond insurance for the Bonds, or any series thereof, if determined by the City Comptroller to be economically advantageous in connection with the sale of the Bonds, or any series thereof.

SECTION 10. In the event that proceeds of the taxes levied pursuant to Section 7 hereof are not available in time to make any payments of principal of or interest on the Bonds when due, then the fiscal officers of the City are hereby directed to make such payments in accordance with the Escrow Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such taxes and when the proceeds of the taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Bonds as the same become due.

SECTION 11. A copy of this ordinance, duly certified by the City Clerk or Deputy 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 2014, to extend the taxes levied pursuant to Section 7 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 or Deputy City Clerk shall also be filed with the Escrow Agent, if any, the Bond Registrar and, if the County Collectors are authorized to deposit the proceeds of the taxes levied pursuant to Section 7 hereof directly with the Escrow Agent pursuant to Section 9 hereof, with such County Collectors.

SECTION 12. The City Comptroller, with the concurrence of the Chairman or Vice-Chairman of the Committee on Finance of the City Council, is hereby authorized to sell all or any portion of the Bonds, or any series thereof, on such terms as he may deem to be in the best interests of the City, after securing approval of the site selected for the central library facility by the City Council of the City of Chicago; provided that the Bonds, and each series thereof, shall not be sold at a price to the original purchasers of less than 97% of par, and provided that the principal amount of and the interest on the Bonds of each maturity of all such Bonds which have been sold pursuant to this Ordinance (after taking into account mandatory redemptions) shall not exceed the amount levied therefor as specified in Section 7 hereof. Subsequent to each sale of Bonds, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth the name of the original purchaser or purchasers of the Bonds, the terms of the sale, including the amount of discount from par, the date of the Bonds, the principal amount of Bonds maturing and mandatorily redeemable in each year, the interest rate or rates on the Bonds, the name of any bond insurer and the amount of the applicable insurance premium, any other pertinent details with respect to such sale, and thereafter such Bonds shall be duly prepared and executed in the form and manner provided herein for delivery to the purchaser or purchasers in accordance with the terms of the sale.

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

In the event that the sale of Bonds, or any series thereof (after taking into account mandatory redemptions) requires the levy of taxes in any year less than the amount specified therefor in Section 7 hereof, then the City Comptroller shall include in the notification of sale referred to above further information to indicate the amount of reduction in the amounts levied in Section 7 hereof resulting from such sale with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, the City Comptroller shall, on or before December 31, 1986 and December 31, 1987, as required in view of the date or dates on which Bonds are sold, file in the respective offices of the County Clerks certificates of tax abatement. Such certificates shall refer to the amount of taxes levied pursuant to Section 7 hereof, shall indicate the amount of reduction in the amount of taxes levied by the City resulting from the sale of the Bonds, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

In the event that the City is awarded and receives funds from State grants, including but not limited to the State of Illinois "Build Illinois" Program, for the funding of the Project, then the City Comptroller, with the concurrence of the Chairman or Vice-Chairman of the Committee on Finance of the City Council, shall either (i) apply such funds to the payment of a portion of the cost of completing the Project, (ii) apply such funds to the payment of debt service on the Bonds, or (iii) apply such funds for the purposes of (i) and (ii) above; provided, however, that in the event such funds are used for the payment of debt service on the Bonds, then the City Comptroller shall file in the respective offices of the County Clerks certificates of tax abatement equal to the amount of the State grant monies so received and applied thereto. Such tax abatement shall occur pursuant to the provisions of this section.

The preparation, use and distribution of preliminary official statements and official statements relating to each sale and issuance of the Bonds are hereby authorized, each such preliminary official statement and official statement to be in the form as the Comptroller shall determine to be appropriate and required. The Mayor and City Comptroller are hereby authorized to execute and deliver an official statement on behalf of the City.

The Bonds shall be duly prepared and executed in the form and manner provided herein for delivery to the purchasers in accordance with the terms of sale.

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

(a) The sum representing the accrued interest received shall be deposited in the Escrow Account, if established, to be used to pay a portion of the first interest payment becoming due on the Bonds;

(b) (i) With respect to any series of the Bonds issued during the year 1986, a sum which, together with any accrued interest received at the time of the issuance and delivery of such series of Bonds, is sufficient to pay the interest on such series of Bonds through and including January 1, 1987, which sum shall be deposited in the Escrow Account, if established; and

(ii) With respect to any series of the Bonds issued during the year 1987, a sum which, together with any accrued interest received at the time of the issuance and delivery of such series of Bonds, is sufficient to pay the interest on that series of Bonds through and including January 1, 1988, which sum shall be deposited in the Escrow Account, if established; provided, however, that the Comptroller may direct that the Treasurer of the City shall, as soon as the taxes herein levied for the year 1987 (and collectible in 1988) have been collected, deposit in the fund or account of the City into which the proceeds of such series of Bonds are to be deposited pursuant to sub-paragraph (d), an amount equal to the proceeds of such series of the Bonds deposited (any such deposit being so authorized) for use under this clause (ii) for the payment of interest on such series of Bonds through and including January 1, 1988, less the accrued interest received at the time of the issuance and delivery of such series of Bonds;

(c) A sum sufficient to pay the costs of issuance, including the premium for bond insurance, if any;

(d) The balance of the proceeds shall be deposited with the City to pay a portion of the costs of either acquiring and constructing or remodeling, renovating, equipping and furnishing a structure for use as a new central library facility of the Chicago Public Library, and upon completion thereof, as determined by the Comptroller and the Commissioner of Public Works, any excess funds shall be used to pay the cost of construction, equipment purchases or facilities purchases at other sites in the Chicago Public Library system.

Pending the preparation and execution of the definitive Bonds of any series, as herein provided, a temporary Bond, or Bonds, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Bond or Bonds shall be in the same form and tenor as herein provided, except that it may be a single Bond in the principal amount of the Bonds sold to the purchasers, or a number of Bonds aggregating such principal sum, beginning with the number T-1, and shall be executed by the facsimile signatures of the Mayor and the City Comptroller, and attested by the facsimile signature of the City Clerk or Deputy City Clerk and authenticated by the Bond Registrar by manual signature. The Bond or Bonds shall be exchanged for the definitive Bonds as soon as may be possible on the basis of par for par.

SECTION 13. The City covenants that it will take no action in the investment of the proceeds of the Bonds which would result in making the interest payable on any of the Bonds subject to federal income taxes by reason of the Bonds being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended. The City covenants to take such action as may be legally taken and as the City may deem necessary to cause the interest on the Bonds to continue to be exempt from federal income taxation if, as a consequence of any changes to the applicable sections of the Internal Revenue Code and Regulations promulgated thereunder which may take effect prior to or after the date of issuance of the Bonds, the interest on the Bonds may become taxable to the owners thereof, and to remain in compliance therewith.

SECTION 14. This ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be

necessary to perform, carry out, give effect to the consummate the transactions contemplated by this ordinance and the Bonds.

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

SECTION 16. If requested by the Bond Registrar, in connection with the Bonds, the Mayor, City Comptroller and City Clerk or Deputy City Clerk are authorized to execute the standard form of agreement between the City and such Bond Registrar with respect to the obligations and duties thereof.

SECTION 17. If payment or provision for payment is made to or for the holders and owners of the Bonds, or any series thereof, of the principal of and interest due and to become due thereon at the times and in the manner stipulated therein, and there is paid or cause to be paid to the Bond Registrar, or the Escrow Agent as provided in Section 9 hereof, all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void except for purposes of registration, transfer and exchange of such Bonds and any such payment from such moneys so paid. Any Bond shall be deemed to be paid within the meaning of this Section when payment of the principal of such Bond, premium, if any, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar, or the Escrow Agent as provided in Section 9 hereof, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; or (C) instruments evidencing an ownership interest in obligations described in (A) or (B) of this section, or (3) a combination of (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, (all as confirmed by a nationally recognized firm of independent public accountants). At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be

secured by or entitled to the benefits of this ordinance, except for the purposes of registration, transfer and exchange of Bonds and any such payment from such moneys or obligations.

No such deposit under this section shall be made or accepted hereunder and no use made of any such deposit unless the Bond Registrar, or the Escrow Agent, as the case may be, shall have received an opinion by nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 103(c) of the Code or any successor provision thereto.

SECTION 18. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. Expeditious consideration of this Ordinance is necessary and appropriate and in the public interest in view of the importance of providing a new central library facility for the City. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section shall not affect any of the other provisions of this ordinance.

This ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this

COMMITTEE ON ADMINISTRATION, REORGANIZATION, PERSONNEL AND EMPLOYMENT.

APPROVAL GIVEN TO MAYOR'S APPOINTMENT OF MR. WARREN BACON AS CHAIRMAN OF PERSONNEL BOARD OF CITY.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration a communication signed by Mayor Harold Washington (which was referred on July 9, 1986) appointing Warren Bacon as Chairman of the Personnel Board, begs leave to recommend that Your Honorable Body *Approve* the said appointment which is transmitted herewith.

This recommendation was concurred in by a vote of 1-0 by the chairman with no members present.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the said proposed appointment of Mr. Warren Bacon as Chairman of the Personnel Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

APPROVAL GIVEN TO MAYOR'S APPOINTMENT OF MR.
CARL SHIER AS MEMBER OF PERSONNEL
BOARD OF CITY.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration a communication signed by Mayor Harold Washington (which was referred on July 9, 1986) appointing Carl Shier as a member of the Personnel Board, begs leave to recommend that Your Honorable Body *Approve* the said appointment which is transmitted herewith.

This recommendation was concurred in by a vote of 1-0 by the chairman with no members present.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the said proposed appointment of Mr. Carl Shier as a member of the Personnel Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

COMMITTEE ON AVIATION.

APPROVAL GRANTED TO REIMBURSE AMERICAN AIRLINES,
INCORPORATED FOR CERTAIN IMPROVEMENTS AT
CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation having had under consideration a proposed ordinance transmitted with a communication signed by the Honorable Harold Washington, Mayor (which was referred on July 9, 1986) approving the reimbursement of American Airlines, Incorporated, for certain improvements at Chicago-O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

On motion of Alderman Garcia, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City owns and operates Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The City has entered into Airport Use Agreement and Terminal Facilities Leases, dated January 28, 1983, as amended (the "Airport Use Agreements"), with various airlines operating at the Airport (the "Airline Parties"); and

WHEREAS, At the request of the City, American Airlines, Inc. (the "Airline") has constructed certain improvements at the Airport, designated "AF-18" and "TA-7a" in the Airport Development Plan for the Airport; now, therefore,

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

SECTION 1. The Commissioner of the Department of Public Works and the Commissioner of the Department of Aviation, acting jointly, are hereby directed to reimburse the Airline from the proceeds of the City's Chicago-O'Hare International Airport General Airport Revenue Bonds, with respect to Capital Project AF-18 (Interim Aircraft Parking and Related Improvements for Terminal 4) and Capital Project TA-7a (Concourse H/K Entry) in the following amounts: (a) in the case of Capital Project AF-18, the lesser of (i) the cost of such Capital Project as approved by a Majority-in-Interest of the Airline Parties (as defined in the Airport Use Agreements), and (ii) the actual cost to the Airline of constructing such Capital Project and (b) in the case of Capital Project TA-7a, the lesser of (i) the Airline Funded Cost of such Capital Project (as defined in the airport Use Agreements), and (ii) the actual cost to the Airline of constructing such Capital Project.

SECTION 2. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

AUTHORITY GRANTED FOR ASSIGNMENT OF HANGAR AND
HANGAR SITE LEASE AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT FROM OZARK
AIRLINES, INCORPORATED TO
UNITED AIRLINES,
INCORPORATED.

The Committee on Aviation submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed amendment to an ordinance transmitted with a communication signed by the Honorable Jerome R. Butler, Commissioner (which was referred on July 28, 1986) relative to Hangar and Hangar Site Lease from Ozark Airlines to United Airlines at Chicago-O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed amendment, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

On motion of Alderman Garcia, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an Assignment of a Hangar and Hangar Site Lease at Chicago-O'Hare International Airport from Ozark Airlines, Inc., to United Airlines, Inc., said assignment to be substantially in the following form:

Assignment.

This Assignment Agreement ("Assignment"), made this _____ day of _____, 1986, by and between Ozark Airlines, Inc., a Delaware corporation with offices at Lambert -- St. Louis International Airport, St. Louis, Missouri 63145 ("Ozark"), United Airlines, Inc., a Delaware corporation with offices at 1200 Algonquin Road, Elk Grove Township,

Illinois ("United"), and the City of Chicago, a municipal corporation of the State of Illinois (the "City").

Witnesseth:

Whereas, the City owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport") located within the Counties of Cook and Du Page, Illinois and leases certain premises and facilities at said Airport to Ozark Airlines, Inc. ("Ozark") pursuant to a Hangar and Hangar Site Lease, dated January 1, 1959 as amended March 1, 1961, and as may have been further amended and supplemented from time to time, the "Ozark Lease", for a term expiring on or about May 11, 2018, which is by this reference incorporated herein and made a part hereof;

Whereas, Ozark desires to assign to United all of Ozark's rights, title and interest in and under the Ozark Lease, and to have the City take appropriate action to approve the Assignment and to release Ozark from all of its obligations thereunder;

Whereas, United is willing to assume all of the rights and obligations of Ozark in and under the Ozark Lease, and to have the City take appropriate action to approve the Assignment and thereafter to look solely to United for performance of such obligations under the Ozark Lease, and to include the Assigned Premises, as defined in paragraph 1 below, thereafter under the United Lease.

Now, Therefore, for and in consideration of good and valuable consideration, including, but not limited to, the premises and the mutual covenants and conditions contained herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, United, City and Ozark agree as follows:

1. Ozark hereby conveys, transfers and assigns to United all of its right, title and interest in and under the Ozark Lease and to all of the premises described therein as more specifically described on Exhibit A-1, Revision B, dated March 1, 1961 ("Assigned Premises"). The Ozark Lease, including said Exhibit A-1, is attached hereto as Attachment 1, and by this reference made a part hereof.

2. Ozark shall vacate and make the Assigned Premises available for beneficial occupancy by United immediately upon the Effective Date of this Assignment.

3. (a) United hereby accepts this Assignment and agrees that United shall assume all liabilities and duties of Ozark pursuant to the Ozark Lease (as amended and in effect on the first day prior to the effective date of this Assignment), pursuant to the terms of this Assignment, including, but not limited to, the obligation to pay rent and other sums to the City with respect thereto.

(b) Ozark agrees to maintain the Ozark Lease in full force and effect and without default, amendment or supplement until such time as the City has executed the Assignment as provided for herein.

4. The City hereby approves the Assignment in consideration of United's acceptance of the terms hereof, and agrees that from and after the effective date of this Assignment the

City will look solely to United for performance of the obligations of Ozark under the Ozark Lease, and Ozark is hereby released of any further obligations under the Ozark Lease. The City acknowledges and agrees that all provisions of the Ozark Lease shall remain in full force and effect.

5. The Ozark Lease shall be deemed to be amended without further documentation to substitute United for Ozark as the named lessee thereunder with the same force and effect as if United was the original lessee of the Assigned Premises under the Ozark Lease.

6. It is hereby agreed that the term of the Ozark Lease expires on or about May 11, 2018.

7. United and Ozark hereby mutually agree to expeditiously take any and all actions, and to cooperate fully with each other, with respect to obtaining any approvals, authorizations, licenses or similar items that may be necessary or desirable in order to carry out the agreements set forth herein or contemplated hereby. If City has not signed this Assignment within 60 days of the Effective Date of the Agreement, this Assignment shall automatically terminate unless the parties have extended said time period by mutual agreement.

8. United and Ozark hereby mutually agree to share equally any and all taxes, and transfer fees or charges, arising out of or in connection with this Assignment, except that neither party shall have any responsibility for property, income, franchise or gross receipts taxes of the other. If either party elects to record the assignment, it shall do so at its own expense.

9. Except for the personnel property being transferred to United pursuant to a Bill of Sale, United hereby agrees that Ozark shall be entitled to remove any of its property that may be located in or attached to the Assigned Premises; provided, however, that Ozark will repair any damage caused by such removal.

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

11. (a) Ozark represents and warrants that it has the full right and power to make and grant this Assignment of all of Ozark's right, title and interest under the Ozark Lease, and that the Ozark Lease and the Assigned Premises are free of all prior liens, encumbrances, subleases, licenses, use or handling agreements, claims or assessments.

(b) United represents and warrants that it has the full right and power to make and except this assignment of all of Ozark's right, title and interest under the Ozark Lease.

(c) Ozark represents and warrants that, except for current rentals not yet due, all rents and other obligations under the Ozark Lease will be fully paid, satisfied or otherwise not in default as of the date of City approval of this Assignment; further, that if outstanding rental or other obligations to the City exist, Ozark hereby agrees to satisfy promptly any such outstanding rental or other obligations, and to indemnify and reimburse United fully in the event that United is required to pay or otherwise satisfy any such outstanding rental or other obligations.

12. The provisions of this Assignment shall be binding on United and Ozark, their successors and permitted assigns, if any.

13. This Assignment shall be effective upon the latest to occur of the following: (i) execution hereof by the City of Chicago; or (ii) September 1, 1986.

14. Nothing in this Assignment shall be construed to provide for assignment of or in any way affect any premises of Ozark at the Airport or rights or obligations thereto other than the Assigned Premises, as specifically described in Attachment 1 hereto.

In Witness Whereof, the parties have hereunto affixed their signatures on the date first above written, on behalf of themselves, their successors and assigns.

[Signature forms omitted for printing purposes.]

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

AUTHORITY GRANTED FOR EXECUTION OF GIFT SHOP
CONCESSION LICENSE AGREEMENT WITH FLYING
FOOD FARE, INCORPORATED AT
CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by the Honorable Harold Washington, Mayor (which was referred on July 29, 1986) providing for the execution of the Flying Food Fare (Gift Shop) Concession License Agreement for certain premises in the Terminal Building at Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

On motion of Alderman Garcia, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Gift Shop Concession License Agreement for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

Gift Shop Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Flying Food Fare, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a gift shop concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a Gift Shop concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensors, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, all of which Licensee accepts, does hereby grant unto Licensee the following area, for the purposes set forth herein at Chicago Midway Airport:

Space D1251-D1, consisting of approximately 450 square feet in Terminal Building II as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas as Licensee may be relocated to pursuant to this agreement.

The license with respect to any area or space may be terminated by the Licensors as specified in this agreement hereinafter.

Article II

Term.

The term of this Agreement shall be for a period of five (5) years, beginning on _____, 1986, the first day of the month immediately following by 90 days the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on the last day of the sixtieth month following the beginning date.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport, for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

During the term of this Agreement, the Commissioner of Aviation, with the concurrence of the Licensee, may require the Licensee to operate an additional gift shop or shops. In this event Licensee shall operate such additional shop(s) subject to all the terms and covenants of this Agreement including but not limited to the fixed license fee and percentage license fee specified in Article III hereof.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensors:

1.) An annual fixed license fee equal to \$16.00 per square foot per annum for all granted areas, with payment equal to one-twelfth thereof, due each month, in advance.

2.) A percentage license fee of 25% of gross receipts derived from operations at the Airport.

3.) An annual minimum percentage license fee that is not to be less than \$70,000.00 for the twelve month period immediately following the beginning day of this Agreement. In subsequent years the annual minimum percentage fee shall be: in the second year, \$76,800.00 in the third year \$84,280.00 in the fourth year \$92,508.00 in the 5th year, \$101,559.00 and in any hold over year \$101,559.00 or the pro rata share of that amount that Licensee's continuing possession bears to a full twelve month period, if the hold over period is less than a year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual minimum percentage license fee noted above. The initial payment of the annual minimum percentage license fee is to be due on the first day of the month immediately following by 90 days the day of approval of authorizing ordinance by the City Council.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less any amount prepaid as annual minimum percentage fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at Chicago Midway Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. Annual minimum percentage license fee, referred to in this Article is intended to be and is an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said gift shop concession operation, keep true and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied which shall show, among other things, all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not), and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession areas.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at

the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted for approval to the City Comptroller prior to the effective date of this Agreement. Any changes to these procedures must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by _____ corporation for the year ended _____ relating to concession operations at Chicago Midway Airport pursuant to an Agreement between the City of Chicago and _____ corporation dated _____. Our examination was made in accordance with generally accepted auditing standards

and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The City may in its sole discretion cause an audit to be performed at City's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement fall upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee in its payment to Licensor for a period of thirty (30) days or more from the date as specified in Article III (B) and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee, in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right at Chicago Midway Airport to operate a gift shop concession and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall sell on a non-exclusive basis the items listed below and none other.

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to complete to the extent necessary, the granted concession area at Chicago Midway Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Ten Thousand and no/100 Dollars (\$10,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors
- (2) General illumination
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor
- (4) Electrical service

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at Chicago Midway Airport:

1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works.

3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications or other related engineering services upon receipt of a warrant from Licensor.

5) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.

6) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed.

7) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the granted premises provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical

or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall be open such hours as to maximize service to the public, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning, gardening or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensor agrees that Licensee's merchandise, including its quality, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; however, in entering into this Agreement, Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a sale price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty (30%) percent in one or more locations, based upon the previous three (3) months average sales at each location, Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty-day (30) period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty (80%) percent of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building II.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or restrains the use of the concession area.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a

concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing at least ten (10) days before such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Section C, 7., Article 5 hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, (unless resulting from any negligence of Licensee), but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless resulting from any negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty, (unless resulting from any negligence of Licensee), as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the fixed license fee payable hereunder with respect thereto shall abate, but the percentage license fee provided hereunder shall not be affected.

Should the Terminal Building II at the Airport be damaged by fire or other casualty (unless resulting from any negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Section XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than the limits required by State of Illinois statute.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverages.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and

that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to City of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
30th Floor
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 501 - City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the reasonable written demand of the City.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

Licensee expressly understand and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

Article XIII.

"First-Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit E" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, arising by reason of any and/or all of its operations

hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

The Licensee shall allow the Licensor's authorized representative access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of Licensor's governmental functions.

Article XVI.

Ingress and Egress.

Subject to rules and regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises, provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, nor permit any other person or persons, company or corporation to occupy the premises, without the consent, of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written consent of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject to Airline Agreements, Non-Discrimination
and F.A.A. Requirements.*

A. This Agreement is subject to the provisions of that certain Agreement entitled "Airport Use Agreement and Terminal Facilities Lease" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin or physical or mental handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States

Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the City.

Non-Discrimination in the Use of the Premises by Licensee.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or

perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor, lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee or any officer, owner, employee or agent of Licensee as agent, representative or employee of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXV.

Rules, Regulations, Laws, Ordinances and Licenses.

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and comparable exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 120 North Green Street, Chicago, Illinois 60607 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII.

Paragraph Headings.

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provisions shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

Initial Schedule of Merchandise and Exhibit A printed on pages
33016 through 33017 of this Journal.]

ITEMS TO BE
SOLD IN GIFT SHOP

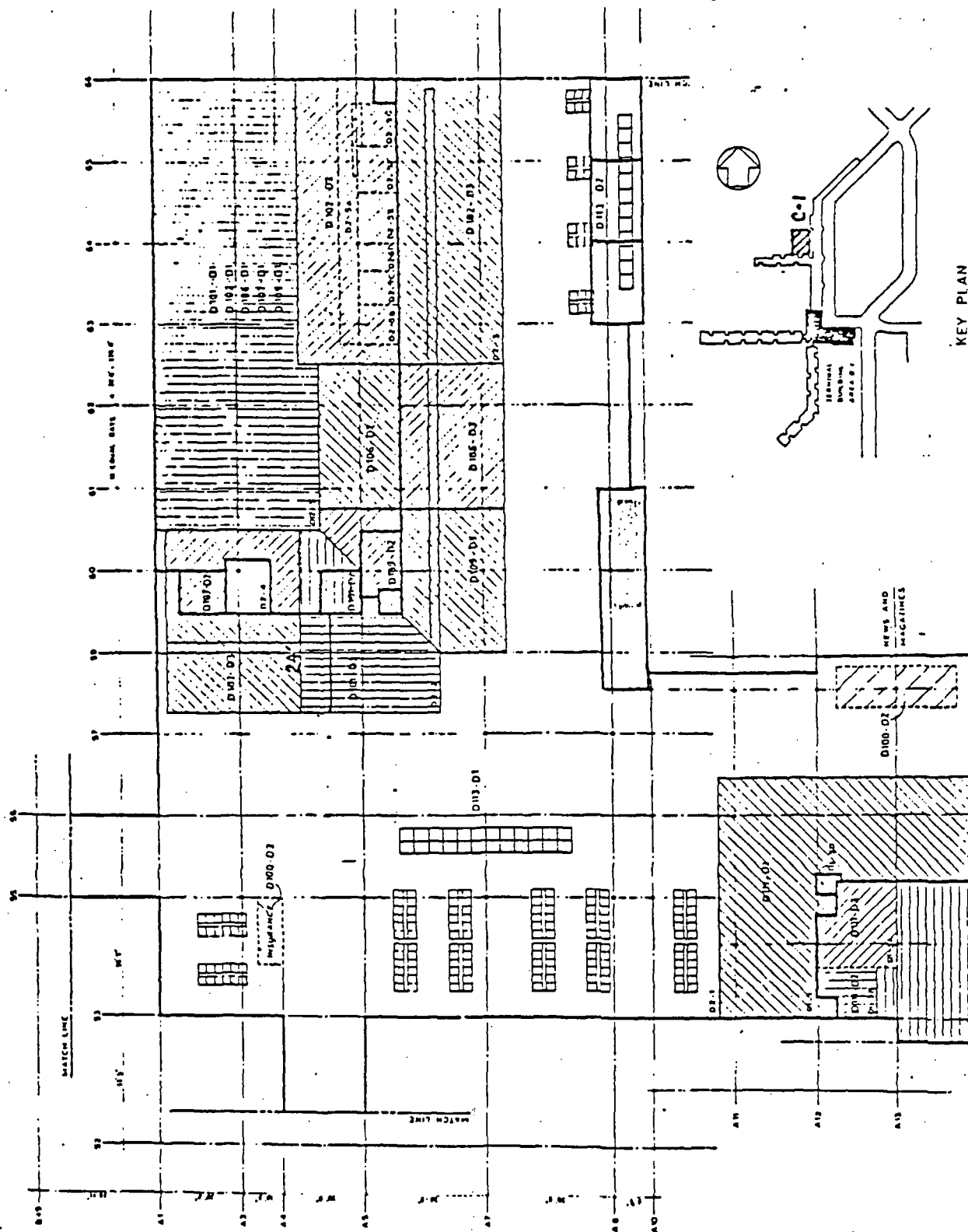
Midway Airport
Flying Food Fare



Chicago-related souvenir items	\$3 - \$15
Sox and Cubs souvenirs	\$1 - \$10
- mugs, hats, sun-visors	
autographed balls, tee-shirts	
Audio Cassette Collection	\$8 - \$10
Childrens clothing items	\$3 - \$10
Coloring books, readers, crayons	\$1.50 - \$3.00
Salt and Pepper Shakers	\$2 - \$3
Wooden Plaques	\$5 - \$8
Key Chains	\$1 - \$5
Small Glass Animals	\$8 - \$20
Glass Items	\$10 - \$45
- book ends, ashtrays, etc.	
Greeting Cards	\$1.50 - \$5
Stuffed Animals	\$4 - \$22
Toy Airplanes, Cars, Trucks	\$4 - \$14
Souvenir Spoons	\$4 - \$6
Batteries	\$3 - \$5
Sunglasses	\$6 - \$28
Bags of snack foods, gift-wrapped	\$1 - \$2
Sundry Items	\$1 - \$7
- tissue, combs, emery boards	
Tee-Shirts	\$3 - \$18
Specialty Chocolate Items, gift wrapped	\$6 - \$9
Gift Candies	\$2 - \$50
Lipstick and Cosmetics	\$5 - \$25

Other items will be added from time to time, with the permission of the Department of Aviation. All prices shown above are approximate.

EXHIBIT "A"



AUTHORITY GRANTED FOR AMENDMENT OF CONCESSION
LICENSE AGREEMENT WITH JEMEIL'S,
INCORPORATED FOR OPERATION
OF NEWSSTAND AT CHICAGO
MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation having under consideration a proposed amendment to an ordinance with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 9, 1986) granting a Concession License Agreement to operate a newsstand concession at Chicago Midway Airport by Jemeil's, Incorporated begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

On motion of Alderman Garcia, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago, a Newsstand Concession License Agreement for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

Newsstand Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Jemeil's, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a newsstand concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a newsstand concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, all of which Licensee accepts, does hereby grant unto Licensee the following area, for the purposes set forth herein at Chicago Midway Airport:

Space D1250-D1, consisting of approximately 300 square feet in Terminal Building II as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas as Licensee may be relocated to pursuant to Article XXV of this Agreement.

The license with respect to any area or space may be terminated by the Licensor as specified in this Agreement hereinafter.

Article II.

Term.

The term of this Agreement shall be for a period of three (3) years, beginning the earlier of sixty (60) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the thirty-sixth month following the beginning date.

In the event Licensee shall, with the consent of Licensor, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for a period of thirty (30) days, then at the option of Licensor or Licensee by written notice to the other party, this License will be terminated and the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

*Article III.**License Fee.*

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$16.00 per square foot per annum for all granted areas ("Fixed License Fee"), that are at that time occupied by Licensee, with payment equal to one-twelfth thereof, due each month, in advance.

2.) A percentage license fee of 19% of gross receipts derived from operations at the Airport ("Percentage License Fee"), provided however, that the minimum annual percentage license fee shall be \$47,800.00 (the "Minimum Percentage License Fee") for the twelve (12) month period immediately following the beginning day of this Agreement; in the second year the Minimum Percentage Fee shall be \$56,200.00 and in the third year the Minimum Percentage Fee shall be \$63,090.00 in any subsequent years, the Minimum Percentage Fee shall be 80% of the actual Percentage License Fee due from Licensee in the year immediately preceding, but not less than \$47,800.00 per annum.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the Minimum Percentage License Fee noted above. The initial payment of the Minimum Percentage License Fee is to be due on the first day of the month immediately following the first day of operations.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the Percentage License Fee for said calendar month less any amount prepaid as annual minimum percentage fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at Chicago Midway Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said newsstand concession operation, keep true and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied, which shall show, among other things, all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said newsstand concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted for approval to the City Comptroller prior to the effective date of this Agreement. Any changes to these procedures must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts

and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with an "Annual Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Jemeil's, Inc., an Illinois corporation for the year ended _____ relating to concession operations at Chicago Midway Airport pursuant to an Agreement between the City of Chicago and Jemeil's, Inc., an Illinois corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licensor may in its sole discretion cause an audit to be performed at Licensor's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same

proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee in its payment to Licensor for a period of thirty (30) days or more from the due date as specified in Article III (B) and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee, in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a newsstand concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall sell on an exclusive basis:

- 1.) newspapers
- 2.) newspaper-type publications
- 3.) general circulation magazines
- 4.) general circulation periodicals

The exclusive right to sell the above items is limited to the Terminal Buildings and Concourses and the public areas immediately adjacent to such buildings and is subject to the following:

- 1.) Any superseding ordinances enacted by the City Council;
- 2.) Any Rules and Regulations promulgated by the Commissioner of Aviation governing the sale of newspapers at Midway Airport from coin-operated vending machines;
- 3.) The right of other Airport licensees to sell magazines or publications that are narrowly directed to the specific concept or product in which another licensee specializes;
- 4.) The agreement of the Licensee to have available for sale any publication that can reasonably be expected to be requested by the traveling public and further, that

Licensee will carry any publication which seeks to be carried by its publisher unless and until Licensee can establish to the satisfaction of the Commissioner of Aviation that there is no demand for that publication;

- 5.) The agreement of the Licensee to display a widely representative inventory of the abovementioned categories and to post an appropriate sign to inform the public that there are certain periodicals available for sale but not on display;
- 6.) The agreement of the Licensee to provide newspaper vending machines in such numbers and at such locations as the Commissioner of Aviation may reasonably deem appropriate for the convenience and necessity of the traveling public.

Licensee shall be permitted to and shall sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or licensee, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to complete to the extent necessary, the granted concession area at Chicago Midway Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, to a value in the minimum amount of Seven Thousand and no/100 (\$7,000.00) Dollars.

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.

- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Electrical Service.

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at Airport:

1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works.

3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, or other related engineering services upon receipt of a warrant from Licensor. The portion of the cost of review that exceeds \$750.00 may be deducted from payments of the Percentage License Fees by Licensee.

5) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.

6) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed.

7) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the granted premises provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations or additions without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall be open such hours as to maximum service to the public, but not less than twelve (12) hours each day, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major Airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of each day in a place to be designated by the Commissioner of Aviation.

F. Newsstand Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of the installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial services, interior or exterior window cleaning, gardening or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensor agrees that Licensee's merchandise, including its quality, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; however, in entering into this Agreement, Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or

increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a sale price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be an event of default under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, during normal business hours, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in one or more locations, based upon the previous three (3) months average sales at each location, Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty-day (30) period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty (80) percent of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building II.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial

part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or restrains the use of the newsstand concession area.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a newsstand concession in said terminal building(s) uninterrupted. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing at least ten (10) days before such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Section 7, Article V hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, (unless resulting from any negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage

license fee payable hereunder. In the event, however, that such damage from such fire or other casualty, (unless resulting from any negligence of Licensee), is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum percentage license fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty, (unless resulting from any negligence of Licensee), as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the Fixed License Fee and Minimum Percentage License Fee payable hereunder with respect thereof shall abate, but the Percentage License Fee provided hereunder shall not be affected.

Should Terminal Building II at the Airport be damaged by fire or other casualty, (unless resulting from any negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the Fixed License Fee and Minimum Percentage License Fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The Percentage License Fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Section XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than minimum standards set by State of Illinois.
- (2) Comprehensive General Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage,

including Contractual Liability, Personal Injury, Products and Completed Operations Coverages.

- (3) Comprehensive Automobile Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 501 -- City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the reasonable written demand of Licensor.

All insurance coverage shall be with a company or companies approved by City Comptroller.

Licensee expressly understand and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit B" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, including but not limited to claims under the First Amendment, arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

The Licensee shall allow the Licensor's authorized representative access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of Licensor's governmental functions.

Article XVI.

Ingress and Egress.

Subject to rules and regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises, provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, nor permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written consent of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the granted premises, the terminal building(s), or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject to Airline Agreements, Non-Discrimination
and F.A.A. Requirements.*

A. This Agreement is subject to the provisions of that certain Agreement entitled "Airport Use Agreement and Terminal Facilities Lease" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin or physical or mental handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the Use of the Premises by Licensee.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied

benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXIII.

Default.

This entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than sixty (60) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said sixty (60) days (such sixty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fee or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee or any officer, owner, employee or agent of Licensee as agent, representative or employee of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Article XXV.**Rules, Regulations, Laws, Ordinances and Licenses.*

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and comparable exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport. If the proposed substitute premises are not satisfactory to Licensee, Licensee may terminate this Agreement and will be reimbursed for vacating the premises pursuant to Article V, C. 7. In the event the Commissioner of Aviation requires Licensee to relocate, reasonable and previously approved expenses of relocation may be deducted from payments of the Percentage License Fee. Such deductions may reduce the Minimum Percentage License Fee.

*Article XXVI.**Notices.*

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 20 North Clark Street, Suite 3000, Chicago, Illinois, 60602, Attention: Commissioner and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 6839 South Aberdeen, Chicago, Illinois, 60621, with copies to Much, Schelist, Freed, Denenberg, Ament & Eiger, 200 North LaSalle Street, 21st Floor, Chicago, Illinois, 60601, Attention: Mr. James Matanky or to such other address as the parties may designate to each other in writing from time to time.

*Article XXVII.**Paragraph Headings.*

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

*Article XXVIII.**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or

provisions shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

[Initial Schedule of Merchandise and Exhibit A printed on pages
33038 through 33042 of this Journal.]

AUTHORITY GRANTED FOR AMENDMENT OF HANGER AND
HANGER SITE LEASE WITH UNITED AIRLINES,
INCORPORATED AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

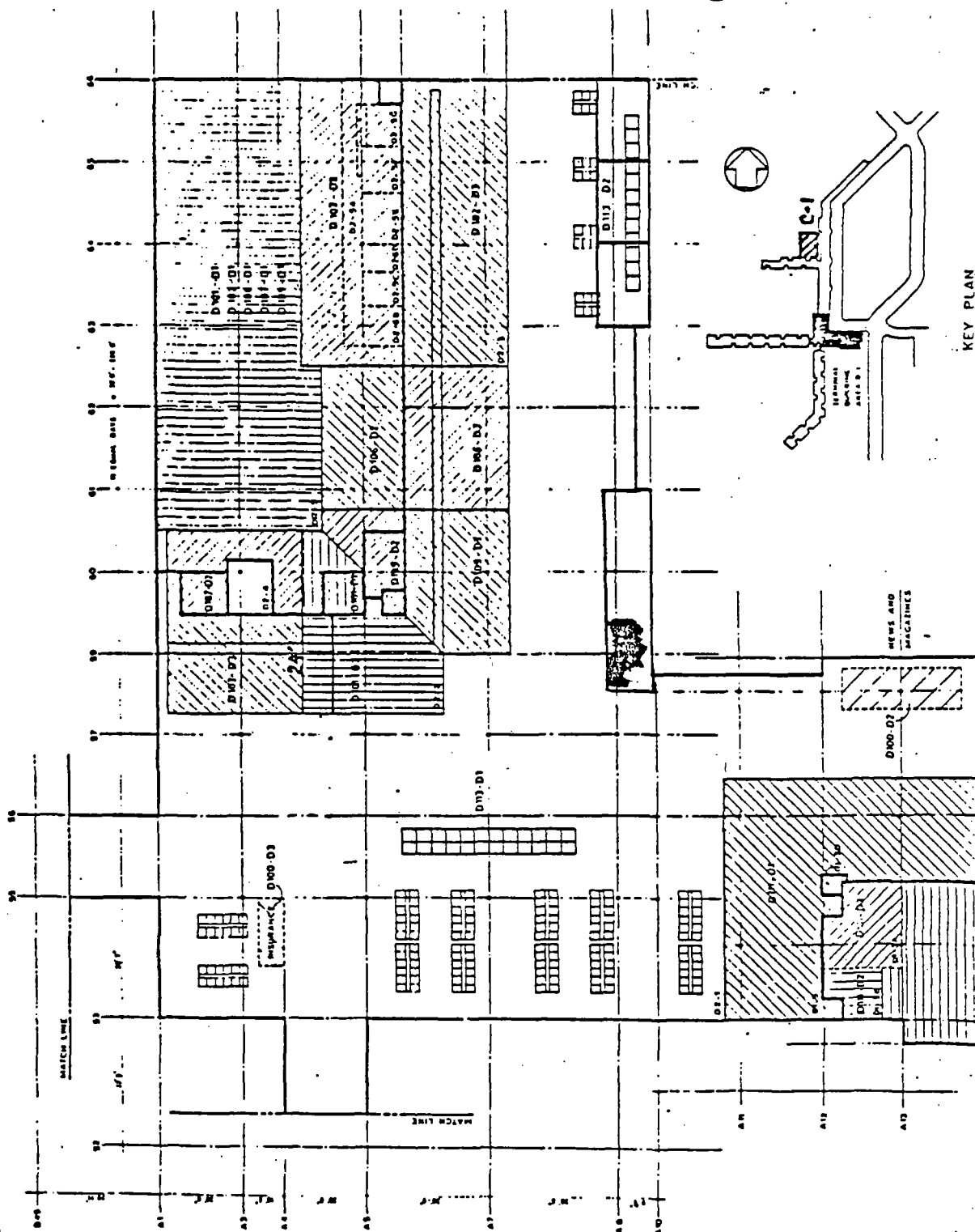
CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed amendment to an ordinance transmitted with a communication signed by Jerome R. Butler, Commissioner, (which was referred on July 28, 1986) relative to the Hangar Site at Chicago-O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* said proposed amendment, which is transmitted herewith.

(Continued on page 33043)

EXHIBIT "A"



INITIAL SCHEDULE OF MERCHANDISE

July 7, 1986

Jemeil's Product List

Magazines:

Auto Week	Word Seek	Consumer Guide
Popular Mechanics	Dial Word Search	Business Week
Motor Trend	National Lampoon	Economist
Road & Track	Readers Digest	Frobes
Car & Driver	Discover	Fortune
Corvette/Chey Bg	Psychology	Money
Hot Rod	Rolling Stone	Success
Cycle	Home Video	Venture
Electric Company	Video	Entrepreneur
Sesame Street	Home Viewers Mag	Changing Times
Stickers & Stuff	Satellite TV	Sylvia Proter Per Fl
Muppet Magazines	Computer Entertain	Crains Ill Business
Gobots	Guns & Ammo	Forbes 400
Mad	Shooting Times	Forbes 500
Super Teen	Model Railroads	Chicago
Sixteen	Modern Photo	Chicago Scene
Teen Beat	Photographer	Chicagoland
Fresh	Photographic	TV Guide
Teen Beat Superstar	Outdoor Photo	People Weekly
Faces	Country Living	Time
TV Crosswords	1001 Home Ideals	Newsweek
Easy Xwords	Better Homes	US News & World
Official Xwords	House Beautiful	New Yorker
Simple Xwords	Metropolitan Home	US
Websters Crossword	Home	Omni
Hard Crosswords	House & Garden	Popular Science
Natl CBS Crosswords	Horoscope	Enquirer
Family Crosswords	Lottery Players Mag	Star Magazine
Womans Day Xwords	PC	Globe
Consumer Report	Computer	Muscles and Fitness
Consumer Guide		

July 7, 1986

Jemeil's Product list Con't

News Papers:

Chicago Tribune	Chicago Sun Times	USA Today
New York Times	Wall St Journal	Investor Daly
Crains of Chgo	Southtown Economist	Spotlite
Daily Southtown	Enquirer	Globe
Star Hits	Spin	Rolling Stone
Games	Notes	Christian Science

All newspapers will be sold at the prices listed on the cover or at 25 cents for daily editions and 1.25 for weekend editions.

Candies, Gum, cookies etc:

M & M's	Snickers	Skittles
Mars Bars	Nestles Candies	York Mint Patties
Junior Mints	Baby Ruth	Hershey Candies
Rolo	Skol	Switzer
Hot Tamales	Dots	Twix
Star Burst	Reese	Kit Kat
Ju Ju Fruits	Milk Duds	Chewels
Asst Bubble Gum	Wrigley's Asst Gums	Big Red
Dentyne Asst Gums	Freedden Asst Gums	Trident Asst Gums
Asst Life Savers	Asst Breath Mints	Asst Cough Drops

~~Assorted packages of cookies and crackers.~~

The bars of candy will sell for 65 cents and the gum for 60 cents. ~~The packages of cookies and crackers will sell for 85 cents and up depending on the size of package.~~ All prices will be in line with the price schedule currently in place at the stand today.

8/28/86

REPORTS OF COMMITTEES

33041

July 7, 1986

Jemeil's Product list Con't

Magazines:

Flex	Prevention	Black Enterprise
Black Belt	Runners World	Ebony Jr Esquire
Slimmer Boating	Penthouse	
Food and Wine	Yachting	Playboy
True Story	Inc.	Newlook
True Confession	Venture	Genesis
Vogue	The New Yorker	Flying
Hapers Bazaar	Home Mechanics	Basketball Digest
Womans World	Popular Science	Hoop
Family Circle	Vacations	Bicycling
Womans Day	Sports Illustrated	Golf Digest
Sailing	Fishing Facts	Golf
Ski	Hunting	Tennis
Inside Sports	Field and Stream	Sports Fitness
Pro Wrestling	WWF Official Mag	Pro Wrestling II
Ebony	Jet	Essence
Ebony Man	Seventeen	Savvy
Complete Woman	Brides	Mademoiselle
Glamour	Cosmopolitan	McCalls
Ladies Home Journal	Red book	Good Housekeeping
Gallery	Vacations	Discover
Fortune	Crafts	Shape
Playgirl	Penthouse	New Look

This list represents titles that are currently carried at the stand and broadens the selection in some subject areas.

Paper Backs:

Top 30 Best Sellers will be carried on two racks. Additionally, the top 30 # 2 best sellers will be displayed and available for sale. Jemeil's will focus on fiction, non-fiction, mystery and the best sellers.

All books and magazines will be sold at their suggested retail cover price.

July 7, 1986

Jemeil's Product list Con't

Drug Sundries and Convenience Items:

Tooth Paste	Tooth Brushes	Travel Containers
Deodorants	Bandages	Mouth Wash
Sanitary Napkins	Aspirin	Cough Medicine
Combs	Brushes	Hair Oil
Contact Solution	Note Pads	Pens/Refills

The above represents the major items that will be carried in order to offer convenience and health related sundries for the traveling public. Prices will be based on current schedule used by vendor in place today. These prices will be in line with other prices for same products at other concessions now in operation at Chicago Air Ports.

Tobacco Items:

Cigarettes Asst Brands	Cigars Asst Brands
Pipe Tobacco	Cigarette Filters
Matches	Cigarette Lighters
Cigarette Paper	Pipe Filters

The above represents the major product areas that we will stock on a regular basic. The price of packages of cigarettes will be \$1.85 a pack. All other items will be priced in line with products sold on other counters in the Air Port.

It will be my practice to be price sensitive with regard to keeping our prices in line with portable stands or counters at snack bars that carry cookies, candies and gum. It is for this reason I am avoiding noting prices of certain items at this time. As mentioned in my earlier comments I am willing to take the Department of Aviations suggestions and or recommendations on pricing into consideration. My goal is to provide the citizens and travelers of Chicago with quality merchandise at a fare price.

Respectfully,

Willie R. Howard Jr.
President

(Continued from page 33037)

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

On motion of Alderman Garcia, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute and the City Clerk to attest, subject to approval of the City Comptroller and the Commissioner of Aviation and approval as to form and legality of the Corporation Counsel, an amendment to an agreement, authorized by ordinance passed by the City Council on April 12, 1961 (C.J.P. p. 4702) with United Air Lines, Inc. at Chicago-O'Hare International Airport, said amendment to be substantially in the following form:

Hangar Site Lease Amendment.

This Amendment, made and entered into this _____ day of _____, 1986, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and United Air Lines, Inc., a corporation organized and existing under the laws of the State of Delaware ("United").

Witnesseth:

Whereas, Capitol Airlines ("Capitol" by that certain Assignment, Indenture and Agreement dated March 7, 1961, assigned to United and United accepted all of Capitol's right, title, and interest in and to that certain Hangar and Hangar Site Lease, dated January 1, 1959, by and between Capitol and City (the "Capitol Lease") and the City duly consented and agreed to said Assignment, Indenture and Agreement on May 1, 1961 (the "Agreement"); and

Whereas, the Agreement amended the Capitol Lease by relocating the Capitol Hangar Site (herein called the "Demised Premises") to the area shown on Exhibit II attached hereto; and

Whereas, United on May 30, 1985 (C.J.P. pp. 16830-16834) further amended the Capitol Lease by incorporating an area of 5.3497 acres contiguous with and adjacent to the original Demised Premises; and

Whereas, United desires to further amend the Capitol Lease to incorporate an area of 12.9 acres adjacent to the Demised Premises and the City is willing to lease this same area to United by Amendment to the Capitol Lease as hereinafter provided: Now, therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and United agree as follows:

1. Lease of Premises. Section 1.01 of the Capitol Lease is hereby further amended by adding after the phrase "UAL 1.3092 AC" the words "and the (Hatched Area) UAL 12.9003 AC" and by substituting the phrase "30.4523 acres" for "17.5520 acres".
2. Rentals. The third paragraph of Article III shall be amended (i) by deleting the date "July 1, 1984" and substituting "_____ the date of authorizing ordinance of the City Council", (ii) by deleting the word "and" in the phrase "the New Area and the Shaded Area", substituting a comma instead, (iv) by adding the words "and the Hatched Area" to this same phrase, and (v) by deleting the fixed monthly rental of "Six Thousand Seven Hundred Ninety-six and 82/100 Dollars (\$6,796.82)" and substituting a new monthly rental of "Twenty-five Thousand Two Hundred Twenty and 66/100 Dollars (\$25,220.66)".
3. Exhibits. Exhibit I attached to the amended Capitol Lease shall be and it is hereby deleted from the said Lease and Exhibit II attached hereto is hereby substituted therefor.
4. Except as amended hereinabove, said Capitol Lease shall be and remain in all other respects in full force and effect in accordance with its terms.

Execution of this Amendment authorized by ordinance of the City Council of the City of Chicago, passed _____ (C.J.P. pp. _____).

In Witness Whereof, the City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and United has caused this amendment to be executed on its behalf by its Vice President and its Assistant Secretary,

pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

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

[Exhibit II printed on page 33046 of this Journal.]

AUTHORITY GRANTED FOR EXECUTION OF GRANT APPLICATION
WITH FEDERAL AVIATION ADMINISTRATION FOR
RUNWAY SURFACE TREATMENT AT
MERRILL C. MEIGS FIELD.

The Committee on Aviation submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Department of Aviation to submit an application for funding assistance to the Federal Aviation Administration for Grant No. 3-17-0029- 01 (which must be executed by September 30, 1986) for runway surface treatment at Meigs Field begs leave to recommend that Your Honorable *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

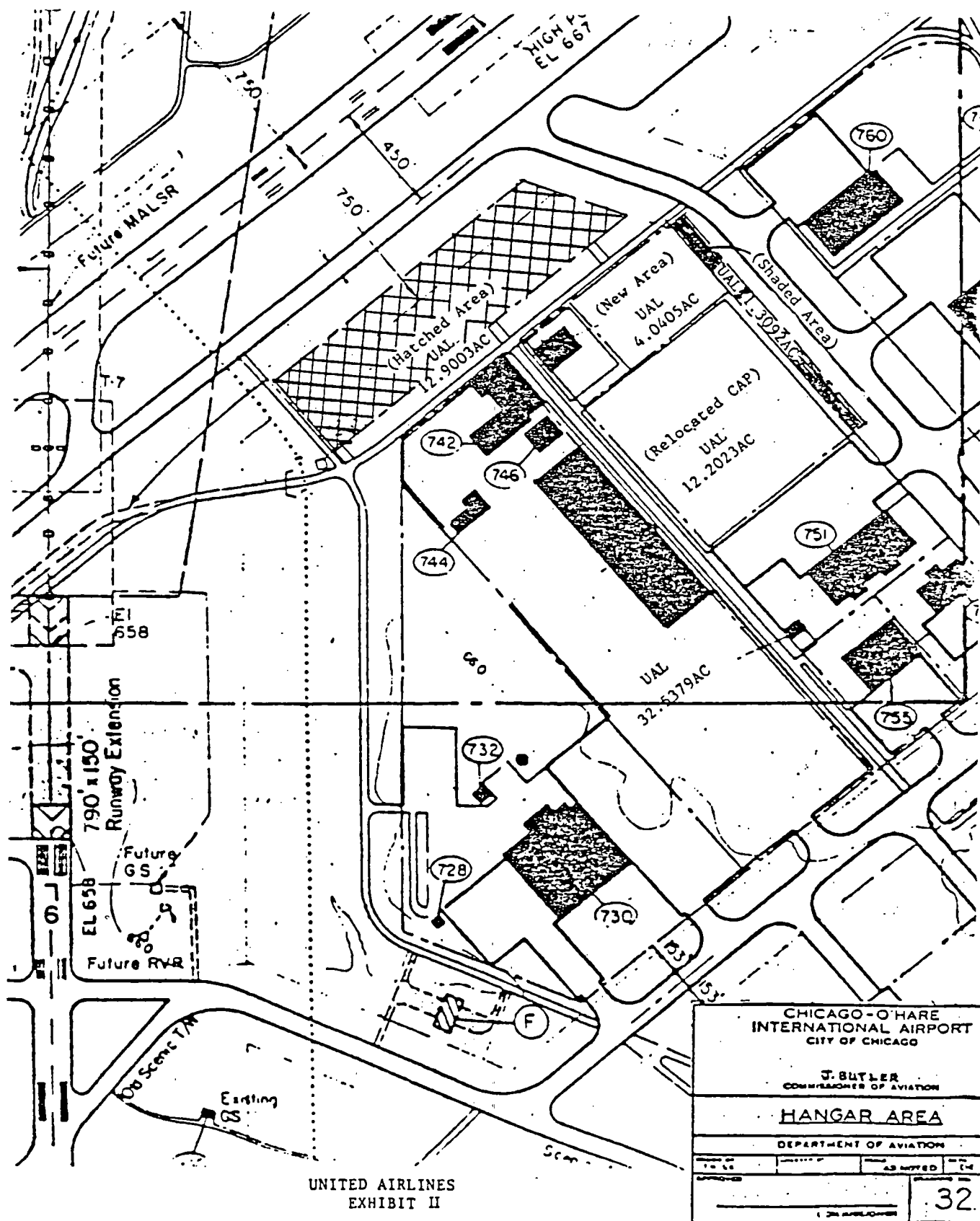
Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

On motion of Alderman Garcia, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

(Continued on page 33047)



(Continued from page 33045)

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel an Application for Federal Assistance said Application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately \$16,250.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application for Federal Assistance printed on pages
33048 through 33055 of this Journal.]

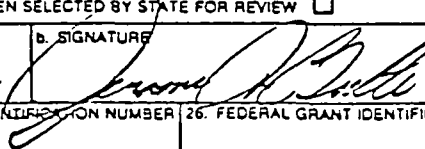
AUTHORITY GRANTED FOR EXECUTION OF GRANT APPLICATION
WITH FEDERAL AVIATION ADMINISTRATION FOR PHASE
II THROUGH PHASE V OF PART 150 STUDY FOR
CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

(Continued on page 33056)

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	a. NUMBER 5-17-0029-01	3. STATE APPLICATION IDENTIFIER	a. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box)	☐ NOTICE OF INTENT (OPTIONAL) ☐ PREAPPLICATION ☒ APPLICATION	b. DATE Year month day 19 86 07 25	NOTE TO BE ASSIGNED BY STATE		b. DATE ASSIGNED Year month day 19
Leave Blank					
4. LEGAL APPLICANT/RECIPIENT			5. EMPLOYER IDENTIFICATION NUMBER (EIN)		
a. Applicant Name City of Chicago b. Organization Unit Department of Aviation c. Street/P.O. Box 20 N. Clark Street Room - 3000 d. City Chicago e. County Cook f. State Illinois g. ZIP Code 60602 h. Contact Person (Name & Telephone No.) Jack Delaney 744-4378			6. PROGRAM (From CFDA) a. NUMBER 2 0 1 1 0 2 b. TITLE AIP		
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project) Merrill C. Meigs Field Runway Surface Treatment			8. TYPE OF APPLICANT/RECIPIENT A-State B-Federal C-County D-City E-Other (Specify) F-Local District G-Social Purpose Org. H-Community Action Agency I-Higher Education Institution J-Non-Profit K-Other (Specify) Enter appropriate letter ☒ E		
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Chicago Metropolitan Area			10. ESTIMATED NUMBER OF PERSONS BENEFITING 11. TYPE OF ASSISTANCE A-Basic Grant B-Subcontract Grant C-Loan D-Insurance E-Other Enter appropriate letter ☒ A		
12. PROPOSED FUNDING		13. CONGRESSIONAL DISTRICTS OF:		14. TYPE OF APPLICATION A-Initial B-Renewal C-Amendment D-Correction E-Addendum Enter appropriate letter ☒ A	
FEDERAL \$ 292,500.00 APPLICANT 16,250.00 STATE 16,250.00 LOCAL .00 OTHER .00 Total \$ 325,000.00		a. APPLICANT City-wide b. PROJECT 15. PROJECT START DATE Year month day 19 16. PROJECT DURATION Months 19 85 07 31 18. DATE DUE TO FEDERAL AGENCY Year month day 19 85 07 31		17. TYPE OF CHANGE (For 14c or 14d) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation Enter appropriate letter ☐	
19. FEDERAL AGENCY TO RECEIVE REQUEST Department of Transportation 20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER			21. REMARKS ADDED ☒ Yes ☐ No		
22. ORGANIZATIONAL UNIT (IF APPROPRIATE) F.A.A. 23. ADDRESS 2300 East Devon Avenue Des Plaines, Illinois 60018			24. ADMINISTRATIVE CONTACT (IF KNOWN) John Guidotti		
25. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE Jerome R. Butler Commissioner of Aviation b. SIGNATURE 			26. DATE Year month day 19		
27. ACTION TAKEN a. AWARDED b. REJECTED c. RETURNED FOR AMENDMENT d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE e. DEFERRED f. WITHDRAWN			28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		
29. ACTION DATE Year month day 19			30. STARTING DATE Year month day 19		
31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)			32. ENDING DATE Year month day 19		
33. REMARKS ADDED ☐ Yes ☐ No					

8/28/86

REPORTS OF COMMITTEES

33049

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 30-0012

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local,
regional, or other priority rating?☐ Yes ☒ No

Name of Governing Body _____

Priority Rating _____

Item 2.

Does this assistance request require State, or local
advisory, educational or health clearances?☐ Yes ☒ No (Attach Documentation)Name of Agency or
Board _____

Item 3.

Does this assistance request require clearinghouse review (Attach Comments)
in accordance with OMB Circular A-95?☒ Yes ☐ No

Item 4.

Does this assistance request require State, local,
regional or other planning approval?☐ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposed project covered by an approved
comprehensive plan?☐ Yes ☒ NoCheck one: State ☐Local ☐Regional ☐

Location of plan _____

Item 6.

Will the assistance requested serve a Federal
installation?☐ Yes ☒ No

Name of Federal Installation _____

Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land
or installation?☐ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect
on the environment?☐ Yes ☒ NoSee instruction for additional information to be
provided.

Item 9.

Will the assistance requested cause the displacement of
individuals families, businesses, or farms?☐ Yes ☒ No

Number of:

Individuals _____

Families _____

Businesses _____

Farms _____

Item 10.

Is there other related Federal assistance on this
project previous, pending, or anticipated?☐ Yes ☒ NoSee instructions for additional information to be
provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-R-1084

PART II - SECTION B

11. SITES AND IMPROVEMENTS: ☒ Not required, _____ Attached as exhibits Applicant intends to acquire the site through: _____ Eminent domain, ☒ Negotiated purchase, or ☒ Other means (specify) new lease agreement
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: _____ Applicant, _____ Agency or institution operating the facility, ☒ Other (specify) Chicago Park District
13. INDICATE WHETHER APPLICANT OPERATOR HAS: _____ Fee simple title, ☒ Leasehold interest, _____ Other (specify)
14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest <u>50 yr.</u> , and number of years to run <u>8</u> b. Is lease renewable? ☒ Yes _____ No c. Current appraised value of land \$ _____ d. Annual rental rate \$ _____
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.
18. ATTACH PLOT PLAN.
19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required, _____ Being prepared, _____ Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____ % Preliminary _____ % Final _____ %
20. TARGET DATES FOR: Bid Advertisement _____ Contract Award _____ Construction Completion _____ Occupancy _____
21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, in any event prior to the start of any construction work under the Project, the following property interest in the following "of land" on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, if feasible prior to the completion of all construction work under the Project, the following property interest in the following "areas of land" which are to be developed or used as part of or in connection with the Airport as it will be upon completion of Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.--There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**State character of property interest in each area and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

8/28/86

REPORTS OF COMMITTEES

33053

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 30-0012

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20.102
2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			20,000.
5. Other architectural engineering fees			
6. Project inspection fees			25,000.
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			280,000.
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			325,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			325,000.
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			325,000.
20. Federal Share requested of Line 19			292,500.
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			292,500.
23. Grantee share			16,250.
24. Other shares			16,250.
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 325,000.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26.		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	16,250.
b. Other	
c. Total Other Shares	16,250.
29. TOTAL	\$ 32,500

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

MERRILL C. MEIGS FIELD
APPLICATION

CGX 6102 - Runway 18-36 Rehabilitation

The scope of this project consists of a runway surface treatment over the entire pavement of Runway 18-36, including joint sealing and striping.

Estimated Cost \$325,000.

Federal Share	@90%-	\$292,500
State Share	5%	\$16,250
City Share	5%	\$16,250

(Continued from page 33047)

Your Committee on Aviation having had under consideration a proposed ordinance authorizing the Department of Aviation to submit an application for funding assistance to the Federal Aviation Administration for grant for Phase II through V of the Part 150 Study. Grant No. 3-17-0022-08 (which must be executed by September 30, 1986) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

On motion of Alderman Garcia, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel an Application for Federal Assistance said Application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately \$227,083.

SECTION 3. That the Mayor and the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent

grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application for Federal Assistance printed on pages 33058
through 33068 of this Journal.]

AUTHORITY GRANTED FOR EXECUTION OF GRANT APPLICATION
WITH FEDERAL AVIATION ADMINISTRATION FOR
ASSISTANCE AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

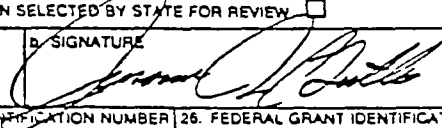
Your Committee on Aviation having had under consideration a proposed ordinance authorizing the Department of Aviation to submit an application for funding assistance to the Federal Aviation Administration for rehabilitation of Taxiway Lift Station; purchase three snowblowers and one sander; security fencing; purchase one C.F.R. vehicle rescue squad truck and a bomb containment vessel. Grant No. 3-17-0022-09 (which must be executed by September 30, 1986) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

On motion of Alderman Garcia, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

(Continued on page 33069)

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. NUMBER	5. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) ☐ NOTICE OF INTENT (OPTIONAL) ☐ PREAPPLICATION ☒ APPLICATION				b. DATE Year month day 19 86 6 27	b. DATE ASSIGNED Year month day 19
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: City of Chicago b. Organization Unit: Department of Aviation c. Street/P.O. Box: 20 N. Clark Street - Suite 3000 d. City: Chicago e. State: Illinois f. Contact Person (Name & Telephone No.): Jerome R. Butler 312-744-6886		5. EMPLOYER IDENTIFICATION NUMBER (EIN) 36-600-5820		6. PROGRAM (From CFDA) a. NUMBER: 2 0 1 0 2 b. TITLE: Airport Improvement Pr.	
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) Chicago O'Hare International Airport Part 150 Noise Compatibility Planning Study - Phases II through V		8. TYPE OF APPLICANT/RECIPIENT A-State B-Federal C-Substate D-County E-City F-School District G-Social Purpose Org. H-Community Action Agency I-Nonprofit Educational Institution J-Nonprofit K-Other (Specify): Enter appropriate letter: E		9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Chicago SMSA	
10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000		11. TYPE OF ASSISTANCE A-Basic Grant B-Supplemental Grant C-Loan D-Insurance E-Other Enter appropriate letter: A		12. PROPOSED FUNDING a. FEDERAL: \$ 681,247.00 b. APPLICANT: .00 c. STATE: .00 d. LOCAL: 227,083.00 e. OTHER: .00 f. Total: \$ 908,330.00	
13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT b. PROJECT		14. TYPE OF APPLICATION A-New B-Renewal C-Amendment D-Continuation E-Augmentation Enter appropriate letter: A		15. PROJECT START DATE Year month day 1986 9 1	
16. PROJECT DURATION 18 Months		17. TYPE OF CHANGE (For 14c or 14d) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Continuation F-Other (Specify): Enter appropriate letter: A		18. DATE DUE TO FEDERAL AGENCY Year month day 19	
19. FEDERAL AGENCY TO RECEIVE REQUEST a. ORGANIZATIONAL UNIT (IF APPROPRIATE) b. ADMINISTRATIVE CONTACT (IF KNOWN) John Guidotti		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER		21. REMARKS ADDED ☐ Yes ☐ No	
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		23. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		24. APPLICATION RECEIVED 19	
25. TYPED NAME AND TITLE Jerome R. Butler Commissioner of Aviation		26. SIGNATURE 		27. FEDERAL APPLICATION IDENTIFICATION NUMBER	
28. ACTION TAKEN ☐ a. AWARDED ☐ b. REJECTED ☐ c. RETURNED FOR AMENDMENT ☐ d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE ☐ e. DEFERRED ☐ f. WITHDRAWN		29. FUNDING a. FEDERAL: \$.00 b. APPLICANT: .00 c. STATE: .00 d. LOCAL: .00 e. OTHER: .00 f. TOTAL: \$.00		30. ACTION DATE Year month day 19	
31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)		32. STARTING DATE Year month day 19		33. ENDING DATE Year month day 19	
34. REMARKS ADDED ☐ Yes ☐ No					

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-4334

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body _____

Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ No (Attach Documentation)

Name of Agency or

Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)

☒ Yes ☐ No

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

Check one: State ☐Local ☒Regional ☐☒ Yes ☐ No Location of plan _____

Item 6.

Will the assistance requested serve a Federal installation?

☒ Yes ☐ No

Name of Federal Installation _____

Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals _____

Families _____

Businesses _____

Farms _____

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☐ No

See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90.00100

PART II - SECTION B

11. SITES AND IMPROVEMENTS: <u> X </u> Not required, <u> </u> Attached as exhibits Applicant intends to acquire the site through: <u> </u> Eminent domain, <u> </u> Negotiated purchase, <u> </u> Other means (specify)
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: <u> X </u> Applicant, <u> </u> Agency or institution operating the facility, <u> </u> Other (specify)
13. INDICATE WHETHER APPLICANT OPERATOR HAS: <u> X </u> Fee simple title, <u> </u> Leasehold interest, <u> </u> Other (specify)
14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest <u> </u> , and number of years to run <u> </u> b. Is lease renewable? <u> </u> Yes <u> </u> No c. Current appraised value of land \$ <u> </u> d. Annual rental rate \$ <u> </u>
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.
18. ATTACH PLOT PLAN.
19. CONSTRUCTION SCHEDULE ESTIMATES: <u> </u> Not required, <u> X </u> Being prepared, <u> </u> Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics <u> </u> % Preliminary <u> </u> % Final <u> </u> %
20. TARGET DATES FOR: Bid Advertisement <u> </u> Contract Award <u> </u> Construction Completion <u> </u> Occupancy <u> </u>
21. DESCRIPTION OF FACILITY: <u> X </u> Not required <u> </u> Attached as exhibits Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY. THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" on file with the F.A.A.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C. (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.--There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-20184

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No.
2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other architectural engineering fees			908,330
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			908,330
15. Estimated income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			908,330
20. Federal Share requested of Line 19			681,247
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			681,247
23. Grantee share			227,083
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$908,330

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-03184

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26.		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	227,083
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	227,083
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 227,083

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

COMPATIBLE LAND USEAppropriate Actions to Insure Compatible Land Use:

1. Was an off airport Land Use Plan developed as an element of a Master Plan project?
YES X NO
2. If no, do you plan to pursue such a project in the near future?
YES NO YEAR
3. Has your airport enacted a height restriction zoning ordinance to restrict the height of structures and objects of natural growth?
YES X NO
4. Height restriction zoning was enacted by:
STATE X COUNTY CITY OTHER
5. Do you plan to seek height restriction zoning to protect your airport?
YES NO YEAR
6. By whom?
STATE COUNTY CITY OTHER
7. Does the sponsoring agency have the authority to zone for land use?
YES X NO
8. If yes, have you been zoned for Compatible Land Use?
YES NO X
9. If no, have you worked to obtain appropriate zoning by other public agencies which have authority applicable to the areas requiring zoning?
YES X NO
10. If yes, with whom? Northeastern Illinois Planning Commission
DuPage County Planning Department

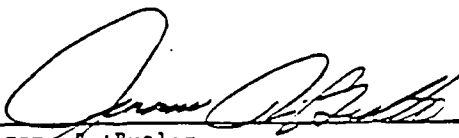
11. Have you or any other public agency undertaken appropriate area planning studies to recommend development of adjacent land?

YES X NO

12. If no, do you plan to undertake such a study?

YES NO WHEN?

13. List other actions taken by the airport to prevent the conversion of property adjacent to the airport to residential and other uses incompatible with airport operations.


Jerome A. Butler
Commissioner of Aviation
Date 4/25/86

8/28/86

REPORTS OF COMMITTEES

33067

O'HARE PART 150 PHASES
2 through 5 Cost Estimate
11-Jul-86

TASK	Total Hours	Labor Costs	Expenses	Computer	MBE/WBE	Total
3 EXISTING AND FUTURE NOISE						
3.1 Collect INM Data	24	\$1,320	\$100	\$500	\$0	\$1,920
3.2 Baseline Contours	313	\$33,370	\$4,380	\$48,500	\$16,940	\$103,190
Subtotal Task 3	337	\$34,690	\$4,480	\$49,000	\$16,940	\$105,110
4 LAND USE DATABASE						
4.1 Develop Framework	148	\$7,600	300	15,200	13,500	\$36,600
4.2 Collect Data	119	\$5,900	0	700	16,000	\$22,600
4.3 Prepare & Review	259	\$12,980	750	700	47,000	\$61,430
4.4 Existing Layers	382	\$18,540	5,000	8,000	17,000	\$48,540
4.5 Future Layers	172	\$8,080	2,250	3,900	13,500	\$27,730
4.6 Other Layers	65	\$3,868	1,120	334	1,166	\$6,488
4.7 Reports	66	\$3,868	1,120	333	1,167	\$6,488
4.8 NEM Publication	65	\$3,868	1,120	333	1,167	\$6,488
Subtotal Task 4	1,274	\$64,704	11,660	29,500	110,500	\$216,364
5 AIRPORT/AIRCRAFT OPERATION						
5.1 Compile actions	106	\$6,076	200	1,000	1,000	\$8,276
5.2 Evaluate Actions	268	\$15,384	350	10,000	3,000	\$28,734
5.3 Recommendations	986	\$57,988	6,720	181,000	12,300	\$258,008
Subtotal Task 5	1,360	\$79,448	7,270	192,000	16,300	\$295,018
6 LAND USE CONTROLS EVALUATI						
6.1 Compile actions	84	\$4,990	940	600	8,000	\$14,530
6.2 Evaluate Actions	302	\$15,938	600	3,000	10,000	\$29,538
6.3 Recommendations	930	\$52,042	\$9,050	\$8,100	\$79,000	\$157,192
Subtotal Task 6	1,316	\$72,970	10,590	11,700	106,000	\$201,260

O'HARE PART 150
11-Jul-86

TASK	Total Hours	Labor Costs	Expenses	Computer	MBE/WBE	Total
7 IMPLEMENTATION AND						
7.1 Implem. Plan	272	\$15,824	400	0	3,000	\$19,224
7.2 Review Plan	86	\$5,678	940	1,000	1,000	\$8,618
7.3 NCP Submission	276	\$14,808	750	1,000	9,000	\$25,558
7.4 Documentation	170	\$11,002	3,460	1,000	2,500	\$17,962
7.5 Final Doc. (200)	152	\$8,416	300	0	10,500	\$19,216
Subtotal Task 7	956	\$55,728	5,850	3,000	26,000	\$90,578

8 PUBLIC INFORMATION

8.1 Study Meetings Hours and expenses included in above tasks

8.2 Public Info. Mtgs

COST SUMMARY TOTALS

Subtotal Task 3	603	\$34,690	\$4,480	\$49,000	16,940	\$105,110
Subtotal Task 4	1274	\$64,704	\$11,660	\$29,500	110,500	\$216,364
Subtotal Task 5	1360	\$79,448	\$7,270	\$192,000	16,300	\$295,018
Subtotal Task 6	1316	\$72,970	\$10,590	\$11,700	106,000	\$201,260
Subtotal Task 7	956	\$55,728	\$5,850	\$3,000	26,000	\$90,578
Grand Total Task 3-7	5,509	\$307,540	\$39,850	\$285,200	\$275,740	\$908,330
Percentage Total	100.0	33.9	4.4	31.4	30.4	100.0

(Continued from page 33057)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel an Application for Federal Assistance said application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately \$657,500.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

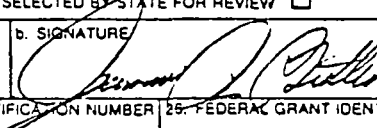
SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application for Federal Assistance printed on pages 33070
through 33077 of this Journal.]

COMMITTEE ON BEAUTIFICATION AND RECREATION.

APPROVAL OF MRS. SYLVIA HERRERA AS MEMBER OF
CHICAGO PARK DISTRICT.

(Continued on page 33078)

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) ☐ NOTICE OF INTENT (OPTIONAL) ☐ PREAPPLICATION ☐ APPLICATION		3-17-0022-09	NOTE TO BE ASSIGNED BY STATE	5. NUMBER
		b. DATE Year month day 19 86 07 21		b. DATE ASSIGNED Year month day 19
Leave Blank				
4. LEGAL APPLICANT/RECIPIENT			5. EMPLOYER IDENTIFICATION NUMBER (EIN)	
a. Applicant Name City of Chicago			6. PROGRAM (From CFDA)	
b. Organization Unit Department of Aviation			a. NUMBER 2 0 1 0 2	
c. Street/P.O. Box Room 3000 - 20 N. Clark Street			b. TITLE	
d. City Chicago e. County Cook				
f. State Illinois g. ZIP Code 60602				
h. Contact Person (Name & Telephone No.) Jack Delaney (312) 744-4378				
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) Chicago O'Hare International Airport Rehabilitation of Taxiway Lift Station Snow Removal Equipment Safety Equipment			8. TYPE OF APPLICANT/RECIPIENT A-State B-Metropolitan C-Supplemental Grant D-County E-City F-School District G-Special Purpose District H-Community Action Agency I-Longshore Educational Institution J-Indian Tribe K-Other (Specify): Enter appropriate letter ☐	
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Chicago Standard Metropolitan Area			10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000	
11. TYPE OF ASSISTANCE A-Basic Grant B-Supplemental Grant C-Loan D-Insurance E-Other Enter appropriate letter(s) ☐				
12. PROPOSED FUNDING			13. CONGRESSIONAL DISTRICTS OF:	
a. FEDERAL \$ 1,972,500.00			a. APPLICANT City-Wide	
b. APPLICANT 657,500.00			b. PROJECT	
c. STATE .00			15. PROJECT START DATE Year month day 19 85 10 1	
d. LOCAL .00			16. PROJECT DURATION 24 Months	
e. OTHER .00			17. TYPE OF CHANGE (For 14c or 14d) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation Enter appropriate letter(s) ☐	
f. Total \$ 2,630,000.00			18. DATE DUE TO FEDERAL AGENCY 19 86 07 30	
19. FEDERAL AGENCY TO RECEIVE REQUEST a. ORGANIZATIONAL UNIT (IF APPROPRIATE) Federal Aviation Administration b. ADMINISTRATIVE CONTACT (IF KNOWN) John Guidotti c. ADDRESS 2300 E. Devon Avenue Des Plaines, Illinois 60018			20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER	
21. REMARKS ADDED ☒ Yes ☐ No				
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances, if the assistance is approved.			a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW ☐	
23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE Jerome R. Butler Commissioner of Aviation b. SIGNATURE 			24. APPLICATION RECEIVED 19	
25. FEDERAL APPLICATION IDENTIFICATION NUMBER			26. FEDERAL GRANT IDENTIFICATION	
27. ACTION TAKEN ☐ a. AWARDED ☐ b. REJECTED ☐ c. RETURNED FOR AMENDMENT ☐ d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE ☐ e. DEFERRED ☐ f. WITHDRAWN			28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00	
29. ACTION DATE 19			30. STARTING DATE 19	
31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)			32. ENDING DATE 19	
33. REMARKS ADDED ☐ Yes ☐ No				

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-00184

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local,
regional, or other priority rating?☐ Yes ☒ No

Name of Governing Body _____

Priority Rating _____

Item 2.

Does this assistance request require State, or local
advisory, educational or health clearances?☐ Yes ☒ No (Attach Documentation)

Name of Agency or

Board _____

Item 3.

Does this assistance request require clearinghouse review (Attach Comments)
in accordance with OMB Circular A-95?☒ Yes ☐ No

Item 4.

Does this assistance request require State, local,
regional or other planning approval?☐ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposed project covered by an approved
comprehensive plan?☒ Yes ☐ NoCheck one: State ☐Local ☒Regional ☐

Department of Aviation

Room 3000

Location of plan _____

20 N. Clark Street

Item 6.

Will the assistance requested serve a Federal
installation?☒ Yes ☐ No

U.S. Air Force 928

Name of Federal Installation Airlift Group

Federal Population benefiting from Project 2,100

Item 7.

Will the assistance requested be on Federal land
or installation?☐ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect
on the environment?☐ Yes ☒ NoSee instruction for additional information to be
provided.

Item 9.

Will the assistance requested cause the displacement of
individuals families, businesses, or farms?☐ Yes ☒ No

Number of:

Individuals _____

Families _____

Businesses _____

Farms _____

Item 10.

Is there other related Federal assistance on this
project previous, pending, or anticipated?☐ Yes ☒ NoSee instructions for additional information to be
provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-PC184

PART II - SECTION B

11. SITES AND IMPROVEMENTS: ☒ Not required, _____ Attached as exhibits Applicant intends to acquire the site through: _____ Eminent domain, _____ Negotiated purchase, _____ Other means (specify)
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: ☒ Applicant; _____ Agency or institution operating the facility _____ Other (specify)
13. INDICATE WHETHER APPLICANT OPERATOR HAS: ☒ Fee simple title, _____ Leasehold interest, _____ Other (specify)
14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest _____, and number of years to run _____ b. Is lease renewable? _____ Yes _____ No c. Current appraised value of land \$ _____ N/A d. Annual rental rate \$ _____
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID. There have been no changes since last grant agreement.
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY. N/A
18. ATTACH PLOT PLAN.
19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required, ☒ Being prepared, _____ Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____ % Preliminary _____ % Final _____ %
20. TARGET DATES FOR: Bid Advertisement _____ Contract Award _____ Construction Completion _____ Occupancy _____
21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago O'Hare International Airport Zoning Ordinance
State of Illinois - City of Chicago Zoning Ordinance
Cook County Zoning Ordinance

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" as on file with the F.A.A.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-R0184

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No.

2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			149,777.
5. Other architectural engineering fees			82,723.
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			1,317,500.
12. Equipment			1,080,000.
13. Miscellaneous			
14. Total (Lines 1 through 13)			2,630,000.
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,630,000.
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			2,630,000.
20. Federal Share requested of Line 19			1,972,500.
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			1,972,500.
23. Grantee share			657,500.
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 2,630,000.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-00184

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	657,500.00
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	657,500.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 657,500.00

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

CHICAGO O'HARE INTERNATIONAL AIRPORT
PROJECT DESCRIPTION AND COST

- ORD 5133 Rehabilitation of Taxiway Lift Station
- The scope of this project includes the rehabilitation of the station, which includes the replacement of deteriorated electrical mechanical equipment.
- Estimated Cost - \$1,000,000.
- ORD 6161 Snow Removal Equipment
- This project includes the replacement of three (3) snow blowers (#502,503 & 504) and the replacement of a sander (#620 purchased under ADAP-13) which was demolished during the 1985-86 snow season.
- Estimated Cost - \$600,000.
- ORD 6162 Safety Equipment
- This project includes the acquisition of a CFR vehicle to replace the 1974 Walters #6-510 purchased under the ADAP-04 grant, a new rescue squad truck and a total bomb containment vessel.
- Estimated Cost - \$480,000.
- ORD 6175 Security Fencing
- The scope of this project includes security fencing, in the Hangar Area. Plans and Specifications have been submitted to the F.A.A.
- Estimate Cost - \$ 450,000.
Total Cost - \$2,630,000.
Federal Share @75% - \$1,972,500.
City Share @25% - \$ 657,500.

(Continued from page 33069)

The Committee on Beautification and Recreation submitted a report recommending that the City Council approve the appointment of Mrs. Sylvia Herrera as a member of the Chicago Park District.

On motion of Alderman Streeter, the committee's recommendation was *Concurred In* and said appointment of Mrs. Sylvia Herrera as a member of the Chicago Park District was *Approved* by yeas and nays as follows:

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

Nays -- None.

APPROVAL GIVEN TO REAPPOINTMENT OF
MR. WILLIAM BARTHOLOMAY AS
MEMBER OF CHICAGO PARK
DISTRICT.

The Committee on Beautification and Recreation submitted a report recommending that the City Council approve the reappointment of Mr. William Bartholomay to the Chicago Park District.

On motion of Alderman Streeter, the committee's recommendation was *Concurred In* and said appointment of Mr. William Bartholomay as a member of the Chicago Park District was *Approved* by yeas and nays as follows:

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

Nays -- None.

COMMITTEE ON BUILDINGS.

AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTERS 82
AND 83 PROHIBITING USE OF LEAD WATER
SUPPLY PIPE.

The Committee on Buildings submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance amending Chapters 82 and 83 of the Municipal Code of Chicago to prohibit the use of lead water supply pipe, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members present of the committee with no dissenting votes.

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

On motion Alderman Roti, the said proposed substitute 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 82 of the Municipal Code of the City of Chicago be and hereby is amended by repealing section 82-25.

SECTION 2. Section 82-29 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and adding the language in italics as follows:

82-29. All copper tubing shall conform to A.S.T.M. "Standard Specifications for Copper Water Tube" (Serial Designation [B88-74] *B88-83*), and shall be Type K, L, or M.

SECTION 3. Section 82-32 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets as follows:

82-32. All lead pipe shall be of the best quality of drawn pipe of not less weight per linear foot than shown below.

Lead Soil, Waste, Vent or Flush Pipes, Including Bends and
Traps, Extra Light

Internal diameter inches	Weights per foot	
	lbs.	ozs.
1	2	...
1-1/4	2	8
1-1/2	3	8
2	4	12
3	6	...
4	7	14

[Lead Water Supply Pipe]

Internal diameter inches	Weights per foot	
	lbs.	ozs.
1/2	1	8
5/8	2	8
3/4	3	...
1	4	...
1-1/2	8	...
2	13	12

SECTION 4. Section 82-42 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

82-42. Soldered fittings for copper tubing shall be of cast [brass] *copper alloy* or of wrought copper *and copper alloy* and shall be capable of withstanding a pressure test of not less than two hundred fifty pounds per square inch.

SECTION 5. Section 82-136 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

82-136. Every joint in a lead *drainage system* pipe or between a lead *drainage system* pipe and a brass or copper *tube or* pipe, ferrule, soldering nipple, [bushing,] or trap, shall be a burned or full-wiped joint with an exposed surface of the solder extending to each side from the end of the pipe not less than three-fourths of an inch and with a minimum thickness at the center of not less than three-eighths of an inch. *Joints on drainage systems between brass tubing and a brass bushing shall be soldered or a wiped joint.*

SECTION 6. Section 83-22 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

83-22. The service pipe is the pipe which conveys the water from the mains of the Chicago water works system to the building, structure, or premises served. Each service pipe shall be of sufficient size to permit the continuous and ample flow of water to supply adequately all floors at any given time. No service pipe of [an internal diameter] *a standard pipe size* less than one (1) inch shall be installed in any public way or other public place of the City, nor connected to the mains of the Chicago water works system.

Service pipes shall be sized according to the formula prescribed in Chapter 83-51 of this code, plus any additional requirements for fire protection purposes. Each service pipe shall include a meter spreader connection of like size and of sufficient length to accommodate a full size meter.

SECTION 7. Section 83-23 of the Municipal Code of Chicago is hereby repealed and a new Section 83-23 is hereby enacted to read in italics as follows:

83-23. All new and replaced service pipes, installed after this section becomes effective, of one (1) inch standard pipe size, one and one-half (1-1/2) and two (2) inch standard pipe size shall be seamless type K annealed (soft) copper water tube conforming to the requirements of A.S.T.M. Standard Specifications B88-83.

SECTION 8. Section 83-24 of the Municipal Code of Chicago is hereby repealed and a new Section 83-24 is hereby enacted to read in italics as follows:

83-24. No newly installed water services pipe in a water service connected to a new building, structure, or premises shall be connected to existing water service pipes of materials other than that authorized in Section 83-23 and 83-25 of the Municipal Code.

All repairs to existing service pipes and joints, or connections between existing and replacement service pipes, shall be made using fittings that are adaptable to the service

pipe material being connected and that have been approved by the Department of Water and Electrical Inspection Section of the Department of Inspectional Services. No filler material or flux with a lead content greater than 0.20% shall be used in the repair or installation of any service pipe two (2) inches or smaller.

Except for joints between new copper water tube service pipe and existing service pipe of another material, all joints to new service pipes two (2) inches standard pipe size or smaller shall be made using approved flared fittings secured in the tightened position by a means approved by the Department of Water, or by brazing with approved solder-joint pressure fittings. The number of joints on new services shall be kept to a minimum. Joints shall be made only at the corporation stop, stop cock, and valve (meter) settings, unless the distance between them exceeds the length of a standard coil or copper water tube of the diameter used. For the purposes of this section, the length of a standard coil of copper water tube shall be one hundred (100) feet for one (1) inch pipe, sixty (60) feet for one and one-half (1-1/2) inch pipe and forty (40) feet for two (2) inch pipe.

Flared copper water tube joints shall be made by the appropriate use of cast bronze fittings conforming to A.N.S.I. specification B16.26-83 and approved for flared copper water tube. Flared ends of copper water tube shall only be made with a flaring tool designed specifically for that purpose.

Brazed copper water tube service pipe joints shall be made by the appropriate use of Cast Copper Alloy Solder -- Joint Pressure Fittings conforming to A.N.S.I. specification B16.18-78 or Wrought Copper and Copper Alloy Solder Joint Pressure Fittings conforming to A.N.S.I. Specification B16.22-80. The filler material shall be Silver Brazing Alloy. Filler materials and fluxes with lead content greater than 0.20% are prohibited. Filler materials containing Cadmium shall be used with adequate ventilation only.

SECTION 9. Section 83-28 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics as follows:

83-28. No [lead] *copper water tube* service pipe shall be connected to the mains of the Chicago water works system unless such service pipe is of sufficient length to permit the construction of a non-rigid swing section at its connection to such main. Such swing section shall be constructed in such manner which may be caused by any shock, strain, or vibration to which said service pipe or main may be subjected, and each such swing shall move on an axis composed of the tap coupling and the threaded and screwed joint at the water main and shall conform to the rules and regulations of the Department of Water for such construction.

SECTION 10. Section 83-54 of the Municipal Code of Chicago is hereby repealed and a new Section 83-54 is enacted to read in italics as follows:

83-54. All new and replaced water supply pipe and fittings installed or replaced after the effective date of this section shall be of materials specified in Table 83-54, subject to the restrictions indicated in Column B of the Table. Water supply pipe and fittings shall conform to the Standards cited in Table 83-54. When the surface of the ground is exposed

to the weather, all water supply pipes shall be installed at a depth of not less than five (5) feet below the surface of the ground.

Table 83-54

<i>Column A</i>	<i>Column B</i>	<i>Standard</i>		
<i>Pipe, tubing and fittings</i>	<i>for restricted use see foot notes as indicated</i>	<i>ANSE</i>	<i>ASTM</i>	<i>AWWA</i>
<i>Black and Hot-dipped Zinc Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses. Galvanized Only</i>	<i>A,F</i>		<i>A-120-32</i>	
<i>Steel Pipe Welded or Seamless (for coiling) Black or Galvanized Galvanized Only</i>	<i>A,F</i>		<i>A-53-80</i>	
<i>Cast Iron (Gray) Pipe</i>	<i>C</i>	<i>A21.12-71</i> <i>A21.6-80</i> <i>A21.3-75</i> <i>A21.1-67</i>		<i>C-112-71</i> <i>C-106-80</i> <i>C-108-75</i> <i>C-101-67</i>
<i>Ductile Iron Pipe</i>	<i>C</i>	<i>A21.51-76</i>		<i>C-151-76</i>
<i>Glass Pipe (see 82-21.1 of this code)</i>	<i>A,B</i>			
<i>Seamless Red Brass Pipe, Standard Sizes</i>	<i>A</i>		<i>B-43-80</i>	
<i>Seamless Copper Pipe Standard Sizes</i>	<i>A</i>		<i>B-42-83</i>	
<i>Seamless Copper Water Tube, Type</i>	<i>A,D,E</i>		<i>B-88-83</i>	

K, L, or M

<i>Type K Seamless Copper Water Tube</i>	<i>A,B,D</i>	<i>B-88-83</i>
<i>Galvanized Malleable Iron Threaded Fittings Classes 150 and 300</i>	<i>A</i>	<i>B16.3-77</i>
<i>Galvanized Cast Iron Threaded Fittings Classes 125 and 250</i>	<i>A</i>	<i>A16.4-77</i>
<i>Galvanized Cast Iron Flanged Fittings Classes 125 and 250</i>	<i>A</i>	<i>B16.1-75</i>
<i>Ductile Iron or Grey Cast Iron Fittings</i>	<i>C</i>	<i>A21.10-82</i>
<i>Cast Bronze Threaded Fittings Classes 125 and 250</i>	<i>A</i>	<i>B16.15-78</i>
<i>Cast Copper Alloy Solder-Joint Pressure Fittings</i>	<i>A,B,D</i>	<i>B16.18-78</i>
<i>Wrought Copper and Copper Alloy Solder Joint Fittings</i>	<i>A,B,D</i>	<i>B16.22-80</i>
<i>Cast Copper Alloy Fittings for Flared Copper Tubes</i>	<i>E</i>	<i>B16.26-83</i>
<i>Bronze Flanges and Flanged Fittings Classes 150 and 300</i>	<i>A</i>	<i>B16.24-79</i>

Footnotes

- A. *Water supply above ground*
- B. *Water Supply underground*
- C. *Water supply above ground and underground. All cast-iron and ductile water supply pipe and special castings shall have an outside bituminous coating of either coal tar or asphalt base and a cement mortar lining conforming to ANSI A21.4-80 (AWWA C104-80). Joints for cast-iron and ductile iron water supply pipes may be of the mechanical joint type of push-on type conforming to ANSI A21.11-80 (AWWA C111-80) specification or lead and jute gasket caulked type. Each lead and jute gasket caulked joint shall be firmly packed not more than one-fourth (1/4) of its depth with hand picked untreated sterilized jute, flush filled with poured molten pure lead and firmly caulked. Joints for above ground cast-iron or ductile iron water supply pipes may also be of the flanged or grooved type, with the groove not cut deeper than the average effective part of a thread of the same size pipe.*
- D. *The filler material for copper tubing sweat fittings above ground shall be 95/5 Tin-Antimony Solder or Silver Brazing Alloys. The filler material for copper tubing sweat fittings underground shall be Silver Brazing alloys. Fillers containing cadmium shall be used with adequate ventilation. The use of filler materials or fluxes with lead content greater than 0.20% is prohibited. The number of joints shall be kept to a minimum in keeping with good plumbing practices.*
- E. *Flared copper or compression fittings shall be in a readily accessible location and shall be used with annealed (soft) copper tube. Compression fittings shall not be larger than 1/2 inches and limited to connecting fixtures. Readily accessible means direct access without the necessity of removing or moving any panel, door or similar obstruction. The number of joints shall be kept to a minimum in keeping with good plumbing practices.*
- F. *Shall meet the weight requirements of standard weight pipe or heavier.*

SECTION 11. Chapter 83 of the Municipal Code of the City of Chicago be and hereby is amended by repealing section 83.60.

SECTION 12. This ordinance shall be in full force and effect six months after passage and publication. Installation complying with the revised provisions may be made prior to the effective date of this ordinance with permission from, and subject to special conditions of, the Department of Water.

*Action Deferred -- MUNICIPAL CODE AMENDED BY ADDING
NEW SECTION 193.1 ENTITLED "RESIDENTIAL
LANDLORD AND TENANT ORDINANCE."*

The Committee on Buildings submitted the following report, which was, on motion of Alderman Roti and Alderman Cullerton, *Deferred* and ordered published:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance (which was referred on October 15, 1982) to regulate the Residential Landlord and Tenant Relationship, begs leave to recommend that your Honorable Body *Pass* the said substitute ordinance which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee, and one (1) dissenting vote of those members present of the committee.

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

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

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding thereto a new Chapter 193.1, entitled "Residential Landlord and Tenant Ordinance," to read in italics as follows:

193.1-1. Title, Purpose and Scope. This chapter shall be known and may be cited as the "Residential Landlord and Tenant Ordinance," and shall be liberally construed and applied to promoted its purposes and policies.

It is the purpose of this chapter and the policy of the City, in order to protect and promote the public health, safety and welfare of its citizens, to establish the rights and obligations of the landlord and the tenant in the rental of dwelling units, and to encourage the landlord and the tenant to maintain and improve the quality of housing.

This chapter applies to, regulates and determines rights, obligations an remedies under every rental agreement entered into or to be performed after the effective date of this chapter, for a dwelling unit located within the City of Chicago, regardless of where the agreement is made, subject only to the limitations contained in Section 193.1-2. This chapter applied specifically to rental agreements for dwelling units operated under subsidy programs of agencies of the United States and/or the State of Illinois, including specifically programs operated or subsidized by the Chicago Housing Authority and/or the Illinois Housing Development Authority to the extent that this chapter is not in direct conflict with statutory or regulatory provisions governing such programs.

193.1-2. Exclusions. Rental of the following dwelling units shall not be governed by this chapter, unless the rental agreement thereof is created to avoid the application of this chapter:

(a) dwelling units in owner-occupied buildings containing four units or less; provided, however, that the provisions of Section 193.1-16 shall apply to every rented dwelling unit in such buildings within the City of Chicago.

(b) dwelling units in hotels, motels, inns, tourist houses, rooming and boarding houses, but only until such time as the dwelling unit has been occupied by a tenant for 32 or more continuous days. No landlord shall bring an action to recover possession of such unit in order to avoid the application of this chapter.

(c) housing accommodations in any hospital, convent, monestary, extended care facility, asylum or not-for-profit home for the aged, temporary overnight shelter, transitional shelter, or in a dormitory owned and operated by an elementary school, high school or institution of higher learning.

193.1-3. Definitions. Whenever used in this chapter, the following words and phrases shall have the following meanings:

(a) "Dwelling unit" shall mean a structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household, together with the common areas, land and appurtenant buildings thereto, and all housing services, privileges, furnishings and facilities supplied in connection with the use of occupancy thereof, including garage and parking facilities.

(b) "Landlord" shall mean the owner, agent, lessor or sublessor, or the successor in interest of any of them, of a dwelling unit or the building of which it is part.

(c) "Owner" shall mean one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

(d) "Person" shall mean an individual, corporation, government, governmental subdivision or agency, business trust estate, trust partnership or association or any other legal or commercial entity.

(e) "Premises" shall mean the dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.

(f) "Rent" shall mean the consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use occupancy of a dwelling unit, or the assignment of a rental agreement for such a unit, including but not limited to monies demanded or paid for parking, furnishings, food service, housing services or any kind, or subletting.

(g) *"Rental agreement" shall mean all written or oral agreements embodying the terms and conditions concerning the use and occupancy of a dwelling unit.*

(h) *"Tenant" shall mean a person entitled by written or oral agreement, sub-tenancy approved by the landlord, or by sufferance, to occupy a dwelling unit to the exclusion of others.*

193.1-4 Tenant Responsibilities. Every tenant must:

(a) *comply with all obligations imposed specifically upon tenants by provisions of the municipal code applicable to dwelling units;*

(b) *keep that part of the premises that he occupies and uses as safe as the condition of the premises permits;*

(c) *dispose of all ashes, rubbish, garbage and other waste from his dwelling unit in a clean and safe manner;*

(d) *keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;*

(e) *use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;*

(f) *not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person on the premises with his consent to do so; and*

(g) *conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.*

193.1-5. Landlord's Right of Access. A tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit:

(a) *to make necessary or agreed repairs, decorations, alterations or improvements;*

(b) *to supply necessary or agreed services;*

(c) *to conduct inspections authorized or required by any government agency;*

(d) *to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen, or contractors;*

(e) *to exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement;*

(f) *for practical necessity where repairs or maintenance elsewhere in the building unexpectedly require such access;*

(g) to determine a tenant's compliance with provisions in the rental agreement;

(h) in case of emergency.

The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases where access is authorized by subsection (f) or (h) of this section, the landlord shall give the tenant notice of the landlord's intent to enter of no less than two days. Such notice shall be provided directly to each dwelling unit by mail, telephone, written notice to the dwelling unit, or by other reasonable means designed in good faith to provide notice to the tenant. If access is required because of repair work for common facilities or other apartments, a general notice may be given by the landlord to all potentially affected tenants that entry may be required. In cases where access is authorized by subsection (f) or (h) of this section, the landlord may enter the dwelling unit without notice or consent of the tenant. The landlord shall give the tenant notice of such entry within two days after such entry.

The landlord may enter only at reasonable times. An entry between 8:00 A.M. and 8:00 P.M. shall be presumed reasonable.

193.1-6. Remedies for Improper Denial of Access. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement pursuant to Section 193.1-13(b) of this chapter. In either case, the landlord may recover damages and reasonable attorneys' fees.

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement by written notice. In each case, the tenant may recover an amount equal to not more than two months' rent or twice the damage sustained by him, whichever is greater, and reasonable attorneys' fees.

193.1-7 Landlord's Responsibility to Maintain. The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.

193.1-8. Security Deposits. (a) A landlord shall hold all security deposits received by him in an interest bearing account in an insured bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of any creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy; provided, however, that the tenant shall be entitled to only such interest as is provided for in subsection (c) of this section.

(b) Any landlord or landlord's agent who receives a security deposit from a tenant or prospective tenant shall give said tenant or prospective tenant at the time of receiving such security deposit a receipt indicating the amount of such security deposit, the name of the person receiving it and, in the case of an agent, the name of the landlord for whom such

security deposit is received, the date on which it is received, and a description of the dwelling unit. The receipt shall be signed by the person receiving the security deposit. Failure to comply with this subsection shall entitle the tenant to immediate return of security deposit.

(c) A landlord of residential real property who holds a security deposit pursuant to this section for more than six months, shall, beginning with the day that the deposit was received, pay interest to the tenant at the rate of five percent per year. The landlord shall, within 30 days after the end of each 12 month rental period, pay to the tenant any interest, by cash or credit to be applied to the rent due. The landlord may deduct from the interest any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance.

(d) The landlord shall, within 30 days of the date that the tenant vacates the dwelling unit, return to the tenant the security deposit or any balance thereof and the required interest thereon; provided, however, that the landlord may deduct from such security deposit for the following:

(1) any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance; and

(2) a reasonable amount necessary to repair any damage caused to the premises by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In case of such damage, the landlord shall provide to the tenant within such 30 days an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts within 30 days from the date the statement showing estimated cost was furnished to the tenant, as required by this subsection.

(e) In the event of a sale, lease, transfer or other direct or indirect disposition of residential real property, other than to the holder of a lien interest in such property, by a landlord who has received a security deposit or prepaid rent from a tenant, the transferee of such property shall be liable to that tenant for any security deposit, including statutory interest, or prepaid rent which the tenant has paid to the transferor. Transferor shall remain jointly and severally liable with the transferee to the tenant for such security deposit or prepaid rent. The transferee shall, within ten days from the date of said transfer, notify the tenant who made such security deposit that such security deposit was transferred to the transferee and that the transferee is holding said security deposit. Such notice shall also contain the transferee's name, business address, and business telephone number of the transferee's agent, if any. The notice shall be in writing.

(f) If the landlord or landlord's agent fails to comply with this section, the tenant shall be awarded damages in an amount equal to two times the security deposit and excess payments demanded plus interest at five percent together with court costs and reasonable attorney's fees. This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter.

193.1-9. Identification of Owner and Agents. A landlord or any person authorized to enter into an oral or written rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name, address, and telephone number of:

(a) the owner or person authorized to manage the premises; and

(b) a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

A person named as lessor and/or agent in a written rental agreement shall be conclusively deemed as meeting the requirement of subsection (a) of this section, and if no principal is named therein then such agent shall also be conclusively deemed as authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands.

The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.

If the landlord fails to comply with this section, the tenant may void the rental agreement and terminate the tenancy by written notice. If the landlord's conduct is wilful, the tenant may recover actual damages plus court costs and attorneys' fees. Any person who acts under this section in dealings with any tenant or prospective tenant, but who fails to satisfy the requirements of this section, shall be deemed to be the agent of the landlord for service of process and receiving and receipting for notices and demands; performing the obligations of the landlord under this chapter and under the rental agreement; and performing the landlord's obligations under relevant provisions of the municipal code.

193.1-10. Notice of Conditions Affecting Habitability. Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing:

(a) any code violations which have been cited by the City of Chicago during the previous 12 months for the dwelling unit and common area and provide notice of the pendency of any code enforcement litigation or compliance board proceeding pursuant to chapter 13 of the municipal code affecting the dwelling unit or common area. The notice shall provide the case number of the litigation and/or the identification number of the compliance board proceeding and a listing of any code violations cited.

(b) any notice of intent by the City of Chicago or any utility provider to terminate water, gas, electrical or other utility service to the dwelling unit or common areas. The disclosure shall state the type of service to be terminated; the intended date of termination; and whether the termination will affect the dwelling unit, the common areas or both. A landlord shall be under a continuing obligation to provide disclosure of the information described in this subsection (b) throughout a tenancy. If a landlord violates this section, the tenant or prospective tenant shall be entitled to remedies described in section 193.1-9.

193.1-11. Tenant Remedies. In addition to any remedies provided under federal law, a tenant shall have the remedies specified in this section for the following circumstances.

(a) Noncompliance by landlord. If there is material noncompliance by the landlord with a rental agreement or with section 193.1-7, the tenant under the rental agreement may deliver a written notice to the landlord specifying the acts and/or omissions constituting the breach and specifying that the rental agreement will terminate on a date not less than 30 days after receipt of the notice by the landlord, unless the breach is remedied by the landlord within 30 days. If the breach is not remedied within such 30 day period, the rental agreement shall terminate as provided in the notice. The tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the residential rental agreement or with section 193.1-7. If the landlord's noncompliance is wilful, the tenant may recover reasonable attorneys' fees. If the rental agreement is terminated, the landlord shall return all prepaid rent, security and interest recoverable by the tenant under section 193.1-8

(b) Failure to deliver possession. If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the residential rental agreement or section 193.1-7, rent for the dwelling unit shall abate until possession is delivered, and the tenant may:

(1) upon at least five days' written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security; or

(2) demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him.

If a person's failure to deliver possession is wilful, an aggrieved person may recover from the person withholding possession an amount not more than two months' rent or twice the actual damages sustained by him, whichever is greater, and reasonable attorneys' fees.

(c) Minor defects. If there is material noncompliance by the landlord with the rental agreement or with section 193.1-7, and the reasonable cost of compliance does not exceed the greater of \$200 or one-half of the monthly rent, the tenant may recover damages for the breach or may notify the landlord in writing of his intention to correct the condition at the landlord's expense. If the landlord fails to correct the defect within 14 days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have the work done in a workmanlike manner and in accordance with existing law and, after submitting to the landlord a paid bill from an appropriate tradesman or supplier, deduct from his or her rent the amount thereof, not to exceed the limits specified by this subsection. A tenant shall not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other affected tenants and shall cause the work to be done so as to create the least practical inconvenience to the other tenants.

(d) Failure to maintain. If there is material noncompliance by the landlord with the rental agreement or with section 193.1-7, the tenant may notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises due to the breach. If the landlord fails to correct the condition within 14 days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount. A tenant shall not withhold rent under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

(e) Failure to provide essential services. If, contrary to the rental agreement or applicable building, health or safety codes, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, or where the structural integrity of the building is endangered, the tenant may give written notice to the landlord specifying the breach and after such notice may:

(1) procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service, as the case may be, during the period of the landlord's noncompliance and deduct their cost from the rent; or

(2) recover damages based on the reduction in the fair rental value of the dwelling unit and reasonable attorneys' fees; or

(3) procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of the reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable attorneys' fees.

If the tenant proceeds under this subsection (e), he may not proceed under subsections (c) or (d). The tenant may not exercise his rights under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent. Before correcting a condition the repair of which will affect more than his own dwelling unit, the tenant shall notify all other tenants affected and shall cause the work to be done so as to result in the least practical inconvenience to other tenants.

(f) Fire or casualty damage. If the dwelling unit or common area are damaged or destroyed by fire or casualty to an extent that habitability of the dwelling unit is substantially impaired, the tenant may:

(1) immediately vacate the premises and notify the landlord in writing within 14 days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty; or

(2) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the reduction in the fair rental value of the dwelling unit; or

(3) if the tenant desires to continue the tenancy, and if the landlord has promised or begun work to repair the damage or destruction, but fails to carry out the work to restore the dwelling unit or common area diligently and within a reasonable time, notify the landlord in writing within 14 days after the tenant becomes aware that work is not being carried out diligently or within a reasonable time of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty.

If the rental agreement is terminated under this subsection (f), the landlord shall return all security and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty. A tenant may not exercise remedies in this subsection if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his family or a person on the premises with his consent.

193.1-12 Subleases. If the tenant terminates the rental agreement prior to its expiration date, except for cause authorized by this chapter, the landlord shall make a good faith effort to re-rent the tenant's dwelling unit at a fair rental, which shall be the rent charged for comparable dwelling units in the premises or in the same neighborhood. The landlord shall accept a reasonable sublease proposed by the tenant without an assessment of additional fees or charges.

If the landlord succeeds in re-renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of premature termination to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of premature termination to the termination of the initial rental agreement.

If the landlord makes a good faith effort to re-rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for the reasonable advertising costs incurred by the landlord in seeking to re-rent the dwelling unit.

193.1-13. Landlord Remedies. Every landlord shall have the remedies specified in this section for the following circumstances.

(a) Failure to pay rent. If all or any portion of rent is unpaid when due and the tenant fails to pay the unpaid rent within five days after written notice by the landlord of his intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations.

(b) Noncompliance by tenant. If there is material noncompliance by a tenant with a rental agreement or with section 193.1-4 the landlord of such tenant's dwelling unit may

deliver written notice to the tenant specifying the acts and/or omissions constituting the breach and that the rental agreement will terminate upon a date not less than 10 days after receipt of the notice, unless the breach is remedied by the tenant within that period of time. If the breach is not remedied within the 10 day period, the residential rental agreement shall terminate as provided in the notice. The landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or with section 193.1-4. If the tenant's noncompliance is wilful, the landlord may also recover reasonable attorney's fees.

(c) Failure to maintain. If there is material noncompliance by the tenant with section 193.1-4 (other than subsection (g) thereof), and the tenant fails to comply as promptly as conditions permit in case of emergency or within 14 days of receipt of written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and have the necessary work done in the manner required by law. The landlord shall be entitled to reimbursement from the tenant of the costs of repairs under this section.

(d) Disturbance of Others. If the tenant violates section 193.1-4(g) within 60 days after receipt of a written notice as provided in subsection (b), the landlord may obtain injunctive relief against the conduct constituting the violation, or may terminate the rental agreement on ten days' written notice to the tenant.

(e) Abandonment. Abandonment of the dwelling unit shall be deemed to have occurred when:

(1) actual notice has been provided to the landlord by the tenant indicating the tenant's intention not to return to the dwelling unit; or

(2) all persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 21 days or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property from the premises, and rent for that period is unpaid.

Notwithstanding the above, abandonment of the dwelling unit shall not be deemed to have occurred if any person entitled to occupancy has provided the landlord a written notice indicating that he still intends to occupy the unit and makes full payment of all amounts due to the landlord.

If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to re-rent it at a fair rental, which shall be the rent charged for comparable dwelling units in the premises or in the same neighborhood. If the landlord succeeds in re-renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to re-rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for the reasonable advertising expenses and reasonable redecoration costs incurred by the landlord pursuant to this subsection.

(f) *Disposition of abandoned property.* If the tenant abandons the dwelling unit as described in subsection (e) hereof, or fails to remove his personal property from the premises after termination of a rental agreement, the landlord shall remove and store all abandoned property from the dwelling unit and may dispose of the property after 7 days. Notwithstanding the foregoing, if the landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, the landlord may immediately dispose of such property.

(g) *Waiver of landlord's right to terminate.* If the landlord accepts the rent due knowing that there is a default in payment of rent by the tenant he thereby waives his right to terminate the rental agreement for that breach.

(h) *Remedy after termination.* If the rental agreement is terminated, the landlord may have a claim for possession and for rent.

193.1-14 Rental Agreement. Except as otherwise specifically provided by this chapter, no rental agreement may provide that the landlord or tenant:

(a) agrees to waive or forego rights, remedies or obligations provided under this chapter;

(b) authorizes any person to confess judgment on a claim arising out of the rental agreement;

(c) agrees to the limitation of any liability of the landlord or tenant arising under law or to indemnify the landlord or tenant for that liability or the costs connected therewith;

(d) agrees to waive any written termination of tenancy notice or manner of service thereof provided under state law or this chapter;

(e) agrees to waive the right of any party to a trial by jury;

(f) agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute, or ordinance;

(g) agrees that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;

(h) agrees that a tenant shall pay a charge, fee or penalty in excess of \$10 per month for the late payment of rent.

A provision prohibited by this section included in a rental agreement is unenforceable. If rental agreement contains a provision which violates this section the tenant may give written notice to the landlord of such violation and the reason therefore, and request that it be cured. The landlord shall cure the violation by tendering to the tenant within 15 days a new lease which shall be identical in all respects to the existing lease, except that all

provisions which violate this section shall be omitted. In the event that the landlord fails to cure the violation, the tenant may void the rental agreement and terminate the tenancy by written notice. The written notice shall specify the date of termination no later than 30 days from the date of the written notice.

The tenant may recover actual damages sustained by the tenant because of a prohibited provision; if the landlord has refused to cure, or deliberately uses or attempts to enforce a provision in a rental agreement prohibited by this section the tenant may recover two months' rent and reasonable attorneys' fees. The tenant may also void the rental agreement and terminate the tenancy.

193.1-15. Prohibition on Retaliatory Conduct by Landlord. It is declared to be against public policy of the City of Chicago for a landlord to take retaliatory action against a tenant, except for violation of a rental agreement or violation of a law or ordinance. A landlord may not knowingly terminate a tenancy, increase rent, decrease services, bring or threaten to bring a lawsuit against a tenant for possession or refuse to renew a lease or tenancy because the tenant has a good faith:

(a) complained of code violations applicable to the premises to a competent governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code; or

(b) complained of a building, housing, health, or similar code violation or an illegal landlord practice to a community organization or the news media; or

(c) sought the assistance of a community organization or the news media to remedy a code violation or illegal landlord practice; or

(d) requested the landlord to make repairs to the premises as required by a building code health ordinance, other regulation, or the residential rental agreement; or

(e) become a member of a tenant's union or similar organization; or

(f) testified in any court or administrative proceeding concerning the condition of the premises; or

(g) exercised any right or remedy provided by law.

If the landlord acts in violation of this section, the tenant has a defense in any retaliatory action against him for possession and is entitled to the following remedies: he shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two months' rent or twice the damages sustained by him, whichever is greater, and reasonable attorneys' fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 193.1- 8 and all prepaid rent. In an action by or against the tenant, if there is evidence of tenant conduct protected herein within one year prior to the alleged act of retaliation, that evidence shall create a rebuttable presumption that the landlord's conduct was retaliatory. The presumption shall not arise if the protected tenant activity was initiated after the alleged act of retaliation.

193.1-16. *Prohibition on Interruption of Tenant Occupancy by Landlord.* It is unlawful for any landlord or any person acting at his direction knowingly to oust or dispossess or threaten or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any door or window from said unit; or by interfering with the services to said unit; including but not limited to , electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the removal or incapacitating of appliances or fixtures, except for the purpose of making necessary repairs; or by the use or threat of force, violence or injury to a tenant's person or property; or by any act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable. The foregoing shall not apply where:

(a) a landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict a tenant or his personal property; or

(b) a landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or

(c) a landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or

(d) The tenant has abandoned the dwelling unit, as defined in Section 193.1-13(e).

Each member of the Department of Police, while on duty, is hereby authorized to arrest any person who is found to have violated any of the provisions of this section. Any person found guilty of violating this section shall be fined not less than \$200 nor more than \$500, and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred he shall be entitled to recover possession of his dwelling unit or personal property and shall recover an amount equal to not more than two months' rent or twice the actual damages sustained by him, whichever is greater, and reasonable attorneys' fees. A tenant may pursue any civil remedy for violation of this section regardless of whether a fine has been entered against the landlord pursuant to this section.

193.1-17. *Summary of Ordinance attached to Rental Agreement.* The Commissioner of the Department of Housing shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying. A copy of such summary shall be attached to each written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, the landlord shall give to the tenant a copy of the summary.

If the landlord acts in violation of this section, the tenant may void the rental agreement and terminate the tenancy by written notice. The written notice shall specify the date of

termination no later than 30 days from the date of the written notice. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred, he shall be entitled to recover \$100 in damages and reasonable attorney's fees.

193.1-18. *Rights and Remedies under Other Laws.* To the extent that this chapter provides no right or remedy in a circumstance, the rights and remedies available to landlords and tenants under the laws of the State of Illinois or other local ordinance shall remain applicable.

193.1-19. *Severability.* In any provision, clause, sentence, paragraph, section, or part of this chapter or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.

SECTION 2. Chapter 193 of the Municipal Code of Chicago is hereby amended by repealing Section 193-11.

SECTION 3. The provisions of Section 193.1-8(a) of this ordinance shall apply to all security deposits demanded or received after January 1, 1987. The remaining portions of this ordinance shall be in full force ten days after its passage and publication.

COMMITTEE ON COMMITTEES, RULES AND APPOINTMENTS.

Action Deferred -- SUPPLEMENTAL APPROPRIATION TO 1986 APPROPRIATION ORDINANCE.

The Committee on Committees, Rules and Appointments submitted the following report, which was, on motion of Alderman Burke and Alderman Sheahan, *Deferred* and ordered published:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Municipal Code Revision to which was referred a communication concerning a Supplemental Appropriation to the 1986 Appropriation Ordinance passed on December 23, 1985, having had the same under advisement, begs leave to report and recommend that Your Honorable Body refer the proposed ordinance transmitted herewith to the Committee on the Budget.

This recommendation was concurred in by 7 members of the committee (with 1 dissenting vote).

Respectfully submitted,
(Signed) CLIFFORD P. KELLEY,
Chairman.

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

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, As a home rule unit the City of Chicago may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1986, as heretofore amended is hereby further amended by deleting the words as bracketed below or inserting the words in italics below, as follows:

In Section 6, the second paragraph:

... In exceptional cases, upon recommendation by the department head and approval of the Commissioner of Personnel, the Budget Director and the Chairman of the Committee [on Finance] *on the Budget* of the City Council, initial appointment may be made at a rate above the normal entrance rate.

In Section 7, the first paragraph;

... The report shall be submitted on a form to be prepared by the Commissioner or Personnel and the City Council Committee on Administration, Reorganization and Personnel. [and the City Council Committee on Employment.]

In Section 7, the second paragraph;

... The City Comptroller shall prepare and present to the City Council on the twentieth day of each month a report of the overtime compensation paid to employees during the preceding month on a form to be prepared by the City Council Committee on [Finance] *the Budget*.

SECTION 2. The Annual Appropriation Ordinance for the Year 1986, as heretofore amended, is hereby further amended by striking the words and figures indicated below and substituting the words and figures indicated below, as follows:

[Amendments are printed on pages 33101 through 33117 of this Journal.]

(Continued on page 33118)

8/28/86

REPORTS OF COMMITTEES

33101

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 1

Code	Department and Item	No.	Strike	No.	Insert
			Amount		Amount
	Revenue of Year 1986		\$1,265,124,586		\$1,184,295,628
	Appropriable				
	Tax Levy of Year 1986		82,525,842		81,625,685
	Total Appriable for Charges				
	and Expenditures (exclusive				
	of Liabilities at January 1,				
	1986)		\$1,265,124,586		\$1,184,295,628

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 2

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
	Committee on Finance				
1212-.005	Salaries and Wages on Payroll		\$ 1,041,792	\$	972,224
.000	For Personal Services		1,044,822		974,738
	*Organization Total		\$ 1,152,372	\$	1,082,288
1214	Budget Review and Analysis				
9835	Secretary of Budget Review and Analysis	1	25,776	108M	2,148
9831	Legislative Budget Analysis	1	32,796	108M	2,733
9831	Legislative Budget Analysis	1	24,528	108M	2,044
9831	Legislative Budget Analysis	1	34,272	108M	2,733
9831	Legislative Budget Analysis	1	24,528	108M	2,044
9831	Legislative Budget Analysis	1	21,180	108M	1,765
9830	Manager of Budget Review and Analysis	1	42,672	108M	3,556
	Schedule Salary Adjustments		1,500		984
	Activity Total	7	\$ 207,252	\$	137,168
		32	\$1,044,822	\$	977,238

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 3

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
Committee on Administration, Reorganization, Personnel and Employment					
1220-.000	For Personal Services		\$ 98,300		\$ 85,000
	*Organization Total		\$103,300		\$ 90,000
Committee on Beautification and Recreation					
1224-.000	For Personal Services		\$ 70,900		\$ 76,500
	*Organization Total		\$ 79,900		\$ 77,500
Committee on Buildings					
1226-.000	For Personal Services		\$148,900		\$ 115,000
	*Organization Total		\$164,400		\$ 130,500
Committee on Cable Television					
1228-.000	For Personal Services		\$219,000		\$ 103,383
.100	For Contractural Services		36,000		29,000
.200	For Travel		1,000		400
.300	For Commodities		4,000		1,000
.700	For Contingencies		1,000		-0-
	*Organization Total		\$261,000		\$ 133,783
Committee on Claims and Liabilities					
1230-.000	For Personal Services		\$ 50,200		\$ 61,000
	*Organization Total		\$ 54,200		\$ 65,000
Committee on Human Rights and Consumer Protection					
1248-.000	For Personal Services		\$ 68,600		\$ 73,350
	*Organization Total		\$ 70,500		\$ 75,000

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 4

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
Committee on Historical Landmark Preservation					
1234-.000	For Personal Services		\$ 74,763		\$ 60,000
	*Organization Total		\$ 80,763		\$ 66,000
Committee on Employment					
1240-.000	For Personal Services		\$ 98,300		\$ 73,600
.100	For Contractural Services		3,500		500
.200	For Travel		250		-0-
.300	For Commodities		1,250		-0-
	*Organization Total		\$ 103,300		\$ 74,100
Committee on Energy and Environmental Protection					
1242-.000	For Personal Services		\$ 58,400		\$ 73,500
	*Organization Total		\$ 59,900		\$ 75,000
Committee on Health					
1244-.000	For Personal Services		\$ 100,000		\$ 104,500
	*Organization Total		\$ 104,800		\$ 108,800

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 5

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
Committee on Alcoholism and Substance Abuse					
1247-.000	For Personal Services		\$ 53,500		\$ 35,376
.100	For Contractural Services		2,000		-0-
.300	For Commodities		300		50
.700	For Contingencies		500		-0-
	*Organization Total		\$ 54,500		\$ 35,426
Committee on Human Services					
1249-.000	For Personal Services		\$ 69,900		\$ 43,300
.100	For Contractural Services		200		50
.300	For Commodities		300		-0-
.700	For Contingencies		500		-0-
	*Organization Total		\$ 70,900		\$ 43,350
Committee on Intergovernmental Relations					
1250-.000	For Personal Services		\$ 81,900		\$ 70,000
.100	For Contractural Services		300		-0-
.200	For Travel		1,000		-0-
.300	For Commodities		2,000		-0-
.700	For Contingencies		7,000		3,500
	*Organization Total		\$ 92,200		\$ 76,800
Committee on Land Acquisition and Disposition					
1252-.000	For Personal Services		\$ 80,480		\$ 65,000
.100	For Contractural Services		100		-0-
.300	For Commodities		200		-0-
.700	For Contingencies		1,500		-0-
	*Organization Total		\$ 82,280		\$ 66,800
Committee on Leases					
1254-.000	For Personal Services		\$ 70,980		\$ 32,100
.100	For Contractural Services		1,500		-0-
.200	For Travel		500		-0-
.300	For Commodities		500		50
.700	For Contingencies		500		-0-
	*Organization Total		\$ 73,980		\$ 32,150

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 6

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
Committee on License					
1256--.000	For Personal Services		\$ 112,039		\$ 88,000
	*Organization Total		\$ 114,939		\$ 90,900
Committee on Streets and Alleys					
1258--.000	For Personal Services		\$ 115,288		\$ 100,000
	*Organization Total		\$ 126,588		\$ 115,500
Committee on Municipal Code Revision					
1262--.000	For Personal Services		\$ 96,400		\$ 63,300
.100	For Contractural Services		4,500		1,000
.200	For Travel		250		-0-
.300	For Commodities		1,000		1,000
.700	For Contingencies		500		500
	*Organization Total		\$ 100,150		\$ 65,800
Committee on Police, Fire and Municipal Institutions					
1264--.000	For Personal Services		\$ 102,900		\$ 88,000
	*Organization Total		\$ 105,700		\$ 90,800
Committee on Public Utilities					
1268--.000	For Personal Services		\$ 87,700		\$ 46,600
.100	For Contractural Services		500		500
.300	For Commodities		200		200
.700	For Contingencies		2,000		500
	*Organization Total		\$ 90,400		\$ 47,800

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 7

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
Committee on Municipal Institutions					
1271-.000	For Personal Services		\$ 53,500		\$ 30,400
.100	For Contractural Services		200		-0-
.300	For Commodities		300		-0-
.700	For Contingencies		500		-0-
	*Organization Total		\$ 54,500		\$ 30,400
Committee on Zoning					
1274-.000	For Personal Services		\$ 247,900		\$ 230,000
	*Organization Total		\$ 264,200		\$ 245,300
Committee on Public Records and Information					
1275-.000	For Personal Services		\$ 53,500		-0-
.100	For Contractural Services		200		-0-
.300	For Commodities		300		-0-
.700	For Contingencies		500		-0-
	*Organization Total		\$ 54,500		-0-
Committee on Community Services					
1278-.000	For Personal Services		\$ 69,900		\$ 51,000
.100	For Contractural Services		200		-0-
.300	For Commodities		300		200
.700	For Contingencies		500		-0-
	*Organization Total		\$ 70,900		\$ 51,200
Committee on Committees, Rules and Municipal Code Revision					
1232-.000	For Personal Services		\$110,000		\$ 120,000
	*Organization Total		\$112,500		\$ 122,500

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 8

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
Committee on the Budget					
1279-.005	Salaries and Wages on Payroll				\$ 99,924
.000	For Personal Services				99,996
.700	For Contingencies				25,000
	*Organization Total				\$ 124,996
9835	Secretary of Budget Review and Analysis			2@4M	1,765
9835	Secretary of Budget Review and Analysis			1@4M	2,346
9831	Legislative Budget Analysis			1@4M	2,733
9831	Legislative Budget Analysis			2@4M	2,044
9831	Legislative Budget Analysis			1@4M	2,856
9831	Legislative Budget Analysis			2@4M	1,756
9830	Manager of Budget Review and Analysis			1@4M	5,916
	Schedule Salary Adjustments				72
		10			\$ 99,996
Committee on Ports, Wharves and Bridges					
1266-.000	For Personal Services		\$ 69,960		\$ 50,000
	*Organization Total		\$ 70,900		\$ 51,000
Committee on Animal Treatment and Control					
1276-.801	For expenses incurred in the operation of the Committee		\$ 54,600		\$ 57,000
1276-.800	For Specific Purposes-General		\$ 54,600		\$ 57,000

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REPORTS OF COMMITTEES

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CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 9

Code	Department and Item	Strike		No.	Insert	
		No.	Amount		No.	Amount
	Committee on Community Maintenance and Development					
1233-.000	For Personal Services				\$	38,000
.100	For Contractural Services					1,000
.200	For Travel					1,000
.300	For Commodities					1,000
.700	For Contingencies					1,000
	*Organization Total				\$	42,000

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 10

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
9112	Department of Finance - General				
.721	For expenses in connection with the conduct of public hearings in the communities of Chicago and such other expenses as may be necessary in the study of Public Utility practices, procedures, policies and activities in the City of Chicago: To be expended only upon the approval of a spending plan to be approved by the members of the Committee on Finance		\$ 100,000		\$ 50,000
.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		\$ 215,000
.823	For legal, technical, medical and professional services, appraisers, consultants, printers, court reporters and professional services authorized by the City Council		\$ 280,000		\$ 130,000
.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		\$ 130,000
.839	For legal assistance to the City Council to be expended at the direction of the Chairman of the Committee on Finance		\$ 290,000		\$ 190,000
.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		\$ 40,000

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REPORTS OF COMMITTEES

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CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Corporate Fund

Page 11

Code	Department and Item	<u>Strike</u>		No.	<u>Insert</u>		
		No.	Amount		No.	Amount	
	Department of Finance - General						
9112	For the payment of accrued						
.070	vacation, overtime and other						
	benefits due employees of City						
	Council Committees upon termination						
	of service upon verification by						
	the Chairman of the Committee on						
	Rules and Appointments						
						\$ 47,922	

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Water Fund

Page 12

<u>Code</u>	<u>Department and Item</u>	<u>No.</u>	<u>Strike</u> <u>Amount</u>	<u>No.</u>	<u>Insert</u> <u>Amount</u>
Department of Finance - General					
9112-.802	Expense of investigations by Committee on Finance		\$ 450,000		\$ 375,000
.936	Claims under Worker's Compensation Act		\$2,965,000		\$3,040,000

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REPORTS OF COMMITTEES

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CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

300-Vehicle Fund

Page 13

Code	Department and Item	No.	Strike Amount	No.	Insert Amount
Committee on Local Transportation					
1260-.000	For Personal Services		\$ 374,377		\$ 330,000
	For the employment of special counsel, engineers, valuers and investigators and for the payment of other expenses arising from and in connection with fare rate cases, condemnation of any other proceedings, relating to local transportation operations				
.832			\$ 206,388		\$ 180,000
1260-.800	For specific purposes-general		\$ 219,492		\$ 193,104
	*Organization Total		\$ 593,869		\$ 523,104
Committee on Traffic Control and Safety					
.270	Local Transportation		\$ 250		\$ 100
1272-.200	For Travel		250		100
.350	Stationary and Office Supplies		1,750		500
1272-.300	For Commodities		1,750		500
	For plans and surveys relating to function, use and improvements of streets and intersections; all of with respect to the facilitation of traffic and the safety of the pedestrian, and the services, supplies and reports incident thereto		415,288		270,000
1272-.800	For specific Purposes-General		415,288		270,000
	*Organization Total		\$ 417,288		\$ 271,200
Department of Finance-General					
9112-.936	Claims under the Worker's Compensation Act		\$1,500,000		\$1,716,853

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Motor Fuel Tax Fund

Page 14

Code	Department and Item	<u>Strike</u>		<u>Insert</u>	
		No.	Amount	No.	Amount
	For general operating expenses of the Committee on Finance in administering, investigating, programming, and other functions necessary in conjunction with the repair and maintenance of streets and highways (\$185,000),				
	Insert to be expended only upon the approval of a spending plan to be approved by the members of the Committee on Finance				

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REPORTS OF COMMITTEES

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CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Sewer Fund

Page 15

Code	Department and Item	No.	<u>Strike</u> Amount	No.	<u>Insert</u> Amount
	Department of Finance - General				
9112-.801	Expense of investigations by Committee on Finance		\$155,000		\$ 75,000
	Claims for damages and liabilities against the City when ordered paid by the City Council		\$ 40,000		\$ 120,000

CORRECTIONS AND REVISIONS OF 1986 APPROPRIATION ORDINANCE

Municipal Hotel Operators Occupation
Tax FundPage 16

<u>Code</u>	<u>Department and Item</u>	<u>No.</u>	<u>Strike</u> <u>Amount</u>	<u>No.</u>	<u>Insert</u> <u>Amount</u>
	Department of Finance - General				
.801	For expenses related to the promotion of tourism (and oversight of the McCormick Place II Expansion) to be expended under the direction of the Chairman of the Committee on Special Events and (World's Fair) Cultural Development		\$ 150,000		\$ 130,000
.802	For expenses related to the promotion of tourism and conventions and other special events to be expended by the Director of Special Events with the concurrence of the Chairman of the Committee on Special Events and Cultural Affairs				\$ 20,000

SECTION 3. The County Clerks of Cook County and DuPage County, Illinois, are authorized and directed to reduce the total amount of taxes levied by the City of Chicago for the year 1986 for all corporate purposes, by the amount of \$866,149, plus a reserve for loss of collections in the amount of \$46,008 for a total tax abatement of \$900,167 for the year 1986.

SECTION 4. The City Clerk shall present to the County Clerks of Cook County and DuPage County certified copies of this ordinance.

SECTION 5. This Ordinance shall be in full force and effect ten day after its passage and publication.

(Continued from page 33100)

Action Deferred -- AMENDMENT OF RESOLUTION
CONCERNING EMPLOYEE BENEFITS AND
COMPENSATION PLAN FOR
EMPLOYEES.

The Committee on Committees, Rules and Appointments submitted the following resolution which was, on motion of Alderman Burke and Alderman Hagopian, *Deferred* and ordered published:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Appointments to which was referred a communication from the Corporation Counsel, transmitting a resolution amending a resolution adopted on 21 April, 1982 (C.J.P. pp. 10269- 10280), concerning Employee Benefits and the Compensation Plan for the City having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed resolution transmitted herewith.

This recommendation was concurred in by 7 members of the committee with 1 dissenting vote.

Respectfully submitted,
(Signed) CLIFFORD P. KELLEY,
Chairman.

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

Resolved, That the resolution setting forth Employee Benefits and the Compensation Plan for City employees passed on April 21, 1982 is hereby amended by deleting certain language shown in brackets and by adding certain language in italics as shown below:

WHEREAS, The Annual Appropriation Ordinance seeks to promote greater efficiency; and

WHEREAS, The adoption of the plan establishes salary schedules for the various classifications based on prevailing wages and salaries and the nature and responsibilities of the positions; and

WHEREAS, The plan establishes a sound and equitable personnel policy throughout the City service, encourages qualified men and women to seek a career in City service and reduces turnover. Longevity provisions in the plan ensures recognition of effective, continuing and faithful service to the City. The plan ensures consistent and equitable budgeting of personal services in all departments; and

WHEREAS, The Annual Appropriation Ordinance takes into consideration the provisions of the Compensation Plan; and

WHEREAS, In order to coordinate the provisions and the appropriate rules relating to such Compensation Plan and the provisions of the budget providing for salaries, it is desirable that the following declaration by the City Council be adopted: now, therefore,

Be It Resolved, That the following provisions governing the administration of the Compensation Plan as set forth in the Annual Appropriation Ordinance and Employee Benefit Plan, be adopted:

*Regulations Governing The Administration of The
Compensation Plan and Employee Benefits for
Classified Positions Set Forth In The
Annual Appropriation Ordinance.*

Preamble.

Amendments to these Regulations neither confer a benefit nor otherwise alter the terms and conditions of employment with regard to any employee represented by an exclusive bargaining representative. Said employees' rights are determined by their collective bargaining agreements. Accordingly, while any collective bargaining agreement is in effect with respect to an employee, amendments to these Regulations shall have no effect upon such employee.

A. Purpose.

These regulations contain provisions governing compensation administration, and benefits for all positions which are subject to control and regulation by and for which compensation is required to be fixed by the Mayor and the City Council of the City of Chicago.

B. Adoption and Definition of the Compensation Plan.

(1) Adoption of the Compensation Plan.

(a) The salary schedules, including a range of pay for each class grade as set forth in Schedules B, D, F, G, M and S Salary Schedules for all City positions, except positions with single rates, and positions in the exempt offices; Schedule C Longevity Salary Scheduled for the positions covered by Schedule B hereof shall constitute the compensation plan for the City employees in departments which are subject to the control of the Mayor and the employees in departments which are subject to the control of the Mayor and the City Council. The class grade for each class of positions as specified in Schedule A as on file with the Department of Personnel shall determine the salary range applicable to all positions of the class.

(b) The Commissioner of Personnel will maintain complete class specifications including minimum education and/or experience requirements for all positions in the Technical Service Salary Plan. Before an employee may be appointed to a

position in the Technical Service Salary Plan, he must be recommended by the appointing authority and his education and/or experience must be approved by the Commissioner of Personnel as meeting the minimum requirements of the class specification.

(c) The salary schedule for Physicians and Dentists shall be as set forth in Schedule M. Additional compensation may be paid to each Medical Specialist based on years of Residency as specified in Schedule M II. Additional compensation may be paid to each Medical Practitioner upon his becoming Board Certified as specified in Schedule M III. Supervisory responsibility will be recognized in Salary Schedule M IV by the payment of additional compensation as delineated in the Supervisory responsibility category.

(2) Salary Schedules.

Each salary range in Schedules B, G and S include an entrance rate, intermediate rate and a top rate. Except as otherwise provided herein, the salary upon initial appointment to any position shall be at the entrance rate and advancement by successive steps from a specified salary rate to the next higher rate shall be made on the basis of satisfactory service for at least the period specified in the schedules.

(3) Longevity Salary Schedule.

Each longevity salary range in Schedule C includes longevity pay rates. Advancement by successive steps to the next higher rate or rates shall be made on the basis of satisfactory continuous service for at least the periods specified in the schedules.

(4) Salary Schedules for Uniformed Firefighters and Sworn Police Personnel.

The Salary Schedules for Uniformed Fire Personnel and Sworn Police Personnel shall be as set forth in Schedules S, F, and D.

(5) Salary Rates Based upon Full-Time Employment.

The salary rates prescribed in the salary schedules are fixed on the basis of full-time service for normal workweeks of 35 to 40 hours, except as indicated otherwise for certain classes in Schedule A on file with the Department of Personnel for positions which are professional, supervisory and executive in character, the normal workweeks of 35 to 40 hours generally apply, but the compensation is intended to be appropriate for the class regardless of variations in the time that may be required to [satisfactory] *satisfactorially* fulfill the responsibilities of the positions.

(6) Computation of Salaries of Part-Time Employees.

Any employee who is employed on a part-time schedule shall be paid for hours actually worked at an appropriate hourly rate equivalent to the entrance salary rate of the position or the hourly rate set forth in the annual Appropriation

Ordinance at the number of hours set forth in the Annual Appropriation Ordinance.

(7) Continuity of Service.

Service requirements for advancement within the salary ranges and for other purposes as specified in this resolution shall have the implication of continuous service with the City of Chicago, including the positions which are exempt from the jurisdiction of the Commissioner of Personnel. This means continuously paid employment without a break in service. *A break in service occurs when an employee quits, is discharged, retires, does not actively work for the City for 12 months (except for approved leaves of absence, or absence in individual cases adjudged eligible for duty disability), or is on layoff for more than twelve consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of layoff.* [or interruption; provided that any absence or leave without pay or layoffs for 30 days or less or absence in individual cases adjudged eligible for duty disability compensation shall not affect the continuity of service. Absence from the City service on leave without pay for periods in excess of 30 days, all suspensions, time after layoffs for more than 30 days and all absences without leave shall be deducted in computing total continuous service. All separations, discharges and resignations not followed by an application for reinstatement within one year, shall interrupt continuous service and shall result in the loss of all prior service credit. Time on a career service reinstatement list of more than two years, where at least one offer of re-employment has been made and waived or refused, shall interrupt continuous service and shall result in the loss of all prior service credit.] Personnel who are paid by voucher shall receive no credit for continuity of service for the period they are paid by voucher.

Uniformed Fire Personnel may receive credit only for service with the Chicago Fire Department, and Sworn Police Personnel may receive credit only for service with the Chicago Police Department for the purpose of advancement within the salary schedules.

Any employees of the City, except Uniformed Fire Personnel and Sworn Police Personnel, *and except employees appointed to City service after the effective date hereof*, who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, The Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, Chicago Urban Transportation District, and the Regional Transportation Authority shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules, provided that the above interpretation of continuous service shall apply.

Seasonal employment of less than 120 calendar days in any year shall not be credited toward continuity of service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuity of service for the time worked.

(8) Health Insurance Coverage.

In providing for individual or family employee hospital and medical care insurance as set forth in the Annual Appropriation Ordinance under Codes .042 and .043 each company and Health Maintenance Organization (H.M.O.) that provides hospital and medical insurance coverage shall first be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller and the Commissioner of Personnel, and the Chairman of the Committee on [Finance] *the Budget*. The benefits provided for in policies to be issued by the above shall be as comparable as possible. Policy provisions and rates shall all be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, the Commissioner of Personnel and the Chairman of the Committee on [Finance] *the Budget*. The same shall be approved by the Corporation Counsel as to form and legality and shall be kept on file with the Budget Director and the Commissioner of Personnel. Each approved company and H.M.O. shall have a listing of membership available for review and verification by the Budget Director, the City Comptroller, the Commissioner of Personnel and the Chairman of the Committee on [Finance] *the Budget*. Each approved company shall also have on file for review the amount expended on behalf of each employee and or his/her dependents and the number of claims pending together with the names of claimants and amounts claimed.

The open enrollment period (that time when an employee can change carriers or H.M.O. program) shall be designated by the Commissioner of Personnel except for new full-time employees who shall be eligible for coverage on the first of the month following employment. Coverage shall terminate on the last date paid. Changes in coverages within a group plan shall only be made on the first of each month. Where more than one member of a family is employed by the City, only one coverage shall be allowed. An employee can be covered by only one City-paid health carrier.

(9) Term Life Insurance Coverage.

In providing eligible employees with \$2,500 term life insurance and \$1,000 Accidental Death Dismemberment insurance as set forth in the Annual Appropriation Ordinance under Code .045, each carrier that provides said insurance shall first be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, the Commissioner of Personnel and the Chairman of the Committee on [Finance] *the Budget*. The policy provisions and rates shall be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, and the Commissioner of Personnel and the same shall also be approved by the Corporation Counsel as to form and legality. The policy or policies shall be kept on file with the Budget Director and the Commissioner of Personnel. Each approved company will have available for review and verification by the Budget Director, the City Comptroller, the

Commissioner of Personnel and the Chairman of the Committee on [Finance] *the Budget* a listing of membership and claims paid including claims pending but not paid. Employees will be eligible for such insurance coverage on the first of the month following employment, and such coverage will terminate as provided in such policy or on the last date paid.

Each eligible employee will be provided with the option to purchase additional group term life insurance in multiples of \$1,000 up to the amount of his or her annual salary under the terms set forth in the policy. Through the first 31 days of employment the additional insurance will be available on the first of the month following the receipt and approval of the enrollment form. After the first 31 days of employment, such insurance will be available only with evidence of insurability satisfactory to the insurance company.

(10) Dental Co-Insurance Coverage.

In providing for individual employee dental co-insurance as set forth in the Annual Appropriation Ordinance under Code .056, each carrier that provides such insurance shall first be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, and the Commissioner of Personnel. The policy provisions and rates shall all be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, the Commissioner of Personnel and the Chairman of the Committee on [Finance] *the Budget*, and the same shall be approved by the Corporation Counsel as to form and legality. The approved carrier(s) will have on file for review and verification by the Budget Director, the City Comptroller, the Commissioner of Personnel and the Chairman of the Committee on [Finance] *the Budget* a listing of membership, claims pending and claims paid.

Each eligible employee on payroll for a year or more shall be provided single coverage in such dental plan on the first of the month after their first year. Eligible employees on payroll for a year or more shall be provided family coverage in such dental plan beginning in April of 1982. New employees will be provided choice of coverage on the first of the month after their first year. In the case of Sworn Police and Fire personnel, contractual dates shall apply.

(11) Deferred Compensation Plan.

The City will provide all eligible employees with the opportunity to participate in a deferred compensation plan. The rules and regulations of such plan shall first be approved by the Mayor on the recommendation of the Budget Director, the Commissioner of Personnel, the City Comptroller and the Chairman of the Committee on [Finance] *the Budget*. The same will be approved by the Corporation Counsel as to form and legality.

C. Application and Interpretation of the Employee Benefit and Compensation Plan.

(1) Starting Rate on Initial Employment.

Initial appointments to any positions shall be made at the entrance rate of the salary range prescribed for the applicable class grade. In exceptional cases, upon recommendation by the department head and approval of the Commissioner of Personnel, the Budget Director and the Chairman of the Committee on [Finance] *the Budget* of the City Council, initial appointment may be made at a rate above the normal entrance rate. Entrance above the normal entrance rate shall be based on the outstanding and unusual character of the applicant's education, experience and training over and above the minimum qualifications specified for the class.

(2) Starting Rate on Return to Duty.

When an employee returns to duty in a position of the same class grade after a separation from the City service which separation was not due to discharge or resignation for cause, such employee shall receive the rate in the applicable salary range of the step corresponding to the step at which paid at the time of separation, and shall subsequently serve thereat for at least such additional period as required for advancement to the next higher step; provided, that such employees' request for withdrawal of resignation is in compliance with Section B-(7) of this resolution.

(3) Starting Rate Following Promotion.

When an employee is promoted from one position to a position in a higher class grade, except in Schedules D and F, such employees shall be paid at a rate that will provide an increase in salary of approximately five percent over the last salary paid, except that such employee shall be paid at least the entrance rate of the new position, even though this may produce an increase in excess of the aforementioned limitation. This action shall be effective on the first day of a pay period and shall not precede the receipt of the Personnel Action Report (P.E.R. 14) at the Department of Personnel.

(4) Starting Rate of Reclassification of Position.

In the event that a position is reclassified from one class of positions to another class of positions in the same class grade the incumbent of such position when appointed to the new position by proper authority shall retain the salary he received in the former position.

In the event that the class grade for a class of positions is changed to a higher class grade by the appropriate authority, the incumbent of such positions shall retain the rate of pay received in the former grade, and shall receive such rate of pay for such additional period as may be required for advancement to the next higher rate of pay, provided that such employees shall be paid at least the entrance rate for the new grade.

In the event that the class grade for a class of positions is changed to a lower class grade by the appropriate authority, the incumbents of such positions shall retain the salary received in the higher salary range.

(5) Starting Rate on Appointment to a Position of a Lower Class Grade.

In the event that an employee is appointed to a position of a lower class grade than that of his former position; such employee shall be paid at the same step in the lower class grade as he had been paid in the higher class grade, provided that when an employee receives a career service promotion which is of a lower class grade than the position in which he is employed, the salary of said employee in the new position shall be based upon the length of service in the position from which he is being promoted plus the length of service in the higher class grade position.

(6) Anniversary Dates and Salary Schedule Advancement Following Salary Adjustment.

After initial appointment to a classified position under the jurisdiction of the Commissioner of Personnel or to a position in the exempt offices, the anniversary date for an employee for purposes of advancement within a salary range shall be adjusted to coincide with the date of any action which increases the pay of the employee. Such action may be in the form of pay advancement within a salary range, promotion, reclassification of the position or change of class grade of the position.

(7) Limitation of Salary Adjustments.

Personnel actions which result in increases in pay by means of advancement within a salary range, [promotion,] reclassification of position, or change of class grade or position shall be made as set forth herein, provided that no employee shall receive the benefit of more than two such actions in any calendar year, unless a supplemental action is recommended by the department head and is approved by the Commissioner of Personnel, the Budget Director and the Chairman of the Committee on [Finance] *the Budget* of the City Council.

(8) Accumulation of Services in One Class of Positions.

Whenever an employee accepts work of the same or of a higher level under a different class of positions and later returns to his former same or lower position, his term of employment under such different class of positions shall apply on and be added to his term of service in the same or lower level class upon his return to same, for the purpose of determining the appropriate rate of pay within the range appropriate for the class; provided his employment in the City service has been continuous as hereinbefore defined.

(9) Recommendations for Pay Advancement with a Salary Range.

The department head concerned shall recommend to the Commissioner of Personnel the advance in salary of each employee whose performance merits a step increase and who, in addition has met the requirements for salary advancement within the range for the position in accordance with the service requirement specified in Section B dealing with the various salary schedules. The

recommendation should include a certification that the employee has at a minimum performance rating that falls within the range characterized as "Good" as described in the Performance Rating Guide issued by the Department of Personnel.

The effective date of any advancement within the Compensation Plan shall be at the first day of the next pay period following the date advancement is recommended and authorized as provided herein and approved by the Commissioner of Personnel or by the appointing authority for positions in the exempt offices.

D. Prevailing Rate Positions.

A prevailing rate (PR) position is defined as one for which the rate is established under acceptable evidence of the wage prevailing in industry. Such positions are usually craft, labor or trade positions, and are not paid under the provisions of the Compensation Plan.

In the event that the pay basis for a position is changed from a prevailing rate basis to a salary schedule in a class grade, the incumbent shall receive the lowest rate in the salary schedule that will not result in a decrease in salary. The Compensation Plan provisions shall thereafter govern.

In the event that an employee is appointed from a position paid on a prevailing rate basis to another position classified and paid under the Compensation Plan, such employee shall be given credit for the time served in the former position in determining the salary rate, provided, that any increase in salary shall not exceed 5%, and provided further that the employee shall in no case receive less than the minimum rate of the salary range of the new positions. The applicable Compensation Plan provisions shall thereafter govern.

E. Application of the Compensation Plan.

(1) This Compensation Plan is applicable to positions indicated in Schedule A on file with the Department of Personnel.

(2) Limitations of Available Funds.

All ordinary and special compensation provisions herein shall be effective only in the event sufficient funds for the respective positions have been appropriated and are available.

F. Automobile Allowance.

Employees shall be reimbursed for the use of personally owned automobiles in the conduct of official City business according to the provisions of Section 7 of the Annual Appropriation Ordinance.

An employee who is authorized and receives compensation for the use of his personally owned automobile in the conduct of City business shall provide proof of insurance coverage in an amount not less than \$5,000 for property damage and \$20,000 for personal injury and shall place on file with his department head a certificate of insurance showing the City of Chicago as an additional insured on his personal policy.

In determining actual mileage for which compensation will be paid, the mileage from the employee's place of assignment or home to his first work stop, whichever is shorter for the conduct of City business, and on return from his last stop, the mileage to his place of assignment or home, whichever is shorter shall be included in his daily mileage report for automobile mileage compensation. The daily mileage report shall be on the form prescribed by the Budget Director and shall be kept on file by the department head subject to audit by the Budget Director and the Chairman of the Committee on [Finance] *the Budget* of the City Council.

G. Holidays, Vacations and Sick Leave for Positions in the Classified Service.

(1) Designation of Holidays.

(a) The following days are hereby declared holidays for all salaried City officers and employees in the City departments and offices subject to the control of the Mayor and City Council:

1. New Year's Day
2. Dr. Martin Luther King, Jr.'s Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. *Pulaski Day*
- [6.] 7. Memorial Day
- [7.] 8. Independence Day
- [8.] 9. Labor Day
- [9.] 10. Columbus Day
- [10.] 11. Veterans Day
- [11.] 12. Thanksgiving Day
- [12.] 13. Christmas Day

(b) The following days are hereby declared holidays for prevailing rate employees subject to the control of the Mayor and the City Council:

1. New Year's Day
2. *Dr. Martin Luther King, Jr.'s Birthday*
- [2.] 3. Good Friday
4. *Pulaski Day*
- [3.] 5. Memorial Day
- [4.] 6. Independence Day
- [5.] 7. Labor Day
- [6.] 8. Thanksgiving Day
- [7.] 9. Christmas Day

(c) When any designated holiday falls on Saturday, the previous working day (Friday) shall be considered a holiday and when a designated holiday falls on Sunday, the following working day shall be considered a holiday except when these days are regular working days such Saturday or Sunday shall be the holiday.

(d) Any paid holiday in the pay period shall be counted as a regular working day. If an employee is absent without pay on the last working day preceding or the first working day following such holiday, the holiday shall be considered as an additional day absent without pay.

(2) Vacation Leave.

(a) Employees shall be eligible for vacation leave computed on the basis described in this paragraph as of January 1st of each year following the year in which they were employed. Each salaried employee in Schedules B, C, G, and M or hourly rate employee with less than seven years of service will be granted two calendar weeks (10 working days) vacation leave in each calendar year.

Each salaried employee in Schedules B, C, G, and M or hourly rate employee who has served the City for seven years or more prior to July 1st shall be granted a vacation of three calendar weeks (15 working days) in each calendar year.

Each salaried employee in Schedules B, C, G, and M or hourly rate employee who has served the City fifteen years or more prior to July 1st shall be granted a vacation of four calendar weeks (20 working days) in each calendar year.

Each salaried or hourly rate employee in Schedule S with less than five years of service will be granted two calendar weeks (10 working days) vacation in each calendar year.

Each salaried or hourly rate employee in Schedule S who has served the City for five years or more prior to July 1st shall be granted a vacation of three calendar weeks (15 working days) in each calendar year.

Each salaried or hourly rate employee in Schedule S who has served the City for ten years or more prior to July 1st shall be granted a vacation of four calendar weeks (20 working days) in each calendar year.

Part-time employees who have worked at least 50% of full time in the prior calendar year shall be granted vacation leave on a pro-rated basis.

Such vacation leave will be computed on the basis of time earned during the prior calendar year. Vacation leave earned will be determined by dividing the number of months worked in the prior calendar year by twelve and then multiplying by the number of yearly vacation leave days based on service. Any fraction will be rounded off to the nearest whole number of days.

(b) No employee while on leave of absence or leave without pay status may earn vacation credit except where such leave was adjudged eligible for duty disability. Vacation leave will be reduced in proportion to the length of leave (excluding leave of absence for duty disability) during the prior calendar year. Any month in which the employee worked for at least 50% of the time shall be credited for purposes of computing vacation leave on the basis described in paragraph (a).

(c) Vacation leave may be carried over from the calendar year in which such vacation was due to the next calendar year upon the approval of the department head. Carry over vacation leave is to be on file subject to audit by the Budget Director and/or the Commissioner of Personnel.

[(d) Each employee who has been on duty disability whose time on such disability plus regular working time equals six months or more of service since the date as of which the latest previous vacation allowance was computed shall be granted vacation allowance as provided in paragraph (a).]

[(e)](d) In the event an employee has not taken his or her vacation as provided for herein by reason of separation from City service, he or she, or in event of death the widow or widower or estate, shall be entitled to receive his or her prevailing salary for such unused vacation except that an employee discharged for cause shall not be entitled to this benefit. Vacation earned pursuant to Section G(2)(a) and Section (2)(b) for service in the prior calendar year and not used, and vacation earned and accrued in the current year shall be paid on a supplemental payroll as soon as is practicable following the last day worked. The designated payrolls shall be verified by the Commissioner of Personnel, the Budget Director and be approved by the City Comptroller.

Seasonal employment of less than 120 calendar days in any year shall not be credited for vacation.

[(f)] (e) In case a holiday as defined in Section G(1) is observed on any work day during a full week of an employee's regularly scheduled vacation, an additional day off with pay shall be allowed for each such holiday.

[(g)] (f) The department head shall designate when the vacation shall be taken.

[(h)] (g) Any employee of the City of Chicago, *except an employee appointed to City service after the effective date hereof*, who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, The Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacation credit, provided that such service has been continuous as defined in this resolution. However, vacation time accrued while working for another public agency shall not be transferable.

(3) Sick Leave.

Each salaried employee in a classified position under the jurisdiction of the Commissioner of Personnel may be allotted sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar year on account of sickness or related cause of absence which may be considered by the department head a sufficient and legitimate excuse for the employee's failure to be present and in attendance upon his or her duties. The reason for the absence and the good faith of the employee in making the application for such leave shall be shown to the department head by such reasonable evidence as may be required by the Commissioner of Personnel. Each salaried employee appointed after January 1st of a calendar year, shall be allowed sick leave at the rate of one day for each month of employment through December 31st of that year.

(4) Accumulation of Sick Leave Credit.

Sick leave credit earned by a salaried employee in the City service subsequent to January 1, 1959 shall accrue to a maximum of two hundred (200) workdays at the rate of 12 days per year less days of sick leave used. Sick leave records shall be maintained by each department head subject to examination and audit by the City Comptroller, the Commissioner of Personnel, the Budget Director, and the Chairman of the Committee on [Finance] *the Budget* of the City Council. Severance of employment prior to the use of all or any part of such sick leave terminates all rights for compensation. Sick leave accrued while working for another public agency shall not be transferable.

(5) Extended Sick Leave.

Vacation and sick leave may be combined in the event of a long continued sickness. In the unusual case of an employee whose continued sickness extends beyond the amount of vacation and sick leave earned and accumulated by the employee, the department head may request approval for extended sick leave, with pay, of the Chairman of the Committee on [Finance] *the Budget*. Such request shall be submitted in the manner designated by the Chairman of the Committee on [Finance] *the Budget*.

Extended sick leave shall be granted on the basis of calendar days and shall so be construed for payroll purposes.

(6) Exceptions to Vacations and Sick Leave Schedules.

Provided, however, that the foregoing provisions with respect to holidays, vacations and sick leave are not applicable to the Uniformed Fire Personnel, Sworn Police Personnel, Civilian Crossing Guards and employees of the Chicago Public Library, except Section G (2)(e) which shall apply to Uniformed Fire Personnel, Sworn Police Personnel and employees of the Chicago Public Library.

(7) Authorized Leaves of Absence.

Leave with pay as a result of death in the immediate family may be granted to employees on the basis of not to exceed three *consecutive* days following the death of a member of the immediate family. A member of the immediate family shall be defined to be any member who is the mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

(8) Unauthorized Absence.

Deductions will be made for unauthorized absense by monthly or annual employees on the basis of a daily rate as determined by the Budget Director and the City Comptroller.

(9) Jury Duty.

Each salaried or hourly rate employee who is required to serve on a jury *or is subject to a proper subpoena (except if the employee is a party to a non-work related litigation)* shall receive full pay, based on the regular workweek, for such time on jury duty, contingent upon deposit with the City Comptroller of the payment received for jury duty *or as a witness fee*.

(10) *Any employee who is a member of a reserve force of the United States or of the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the*

period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that, employees hired after the effective date hereof shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the City with the City Comptroller.

H. Administration and Maintenance of the Employee Benefit and Compensation Plan.

(1) Responsibilities of the Mayor and the Commissioner of Personnel for Compensation Administration.

The Mayor shall have overall responsibility for and the Commissioner of Personnel shall direct the work of administration and maintenance of the Compensation Plan for all City positions, except as herein otherwise provided.

The Commissioner of Personnel shall have overall responsibility for the work of verifying the certification as to legality of employment to assure that the classification and compensation of all City employees is in strict accord with the Compensation Plan as contained in these regulations in the Classification Plan of the Department of Personnel. The Commissioner of Personnel will conduct such verification as required by ordinance. The Commissioner of Personnel will periodically report to the Mayor with recommendations for changes in the Compensation Plan based on a survey of market conditions.

(2) Responsibilities of the Budget Director for Compensation Administration.

The Budget Director shall assure that the compensation of City positions provided for in the Annual Appropriation Ordinance for personal services are in accordance with the class grades of the respective positions as established and as specified in Schedule A on file with the Department of Personnel, and in accordance the salary schedules and provisions for the applications as provided in these regulations.

The Budget Director shall assure that all forms of compensation paid during each fiscal year are in accordance with the Annual Appropriation Ordinance therefor and shall interpret and explain the provisions of the Compensation Plan.

(3) Grievances of Employees.

Every qualified employee who has not been recommended for advance in salary as provided in paragraph C (9) may file a grievance under Department of Personnel Rules. This does not apply to Sworn Police Officers and Uniformed Firefighters who are covered by separate procedures.

I. Voucher Accounts.

Transfer of funds from any Personnel Service account to Personnel Service-on Voucher shall be approved by the Mayor, Budget Director, the Chairman of the Committee on [Finance] *the Budget* and the City Comptroller.

J. Effective Date of Resolution.

This Resolution shall be in effect on and after [January 1, 1982] *its passage and publication* until amended by action of the City Council.

**COMMITTEE ON COMMUNITY MAINTENANCE
AND DEVELOPMENT.**

**AUTHORIZATION TO SUBMIT AMENDMENT TO COMMUNITY
DEVELOPMENT BLOCK GRANT FINAL STATEMENT
OF OBJECTIVES AND PROJECTED USE OF
FUNDS FOR YEAR XII.**

The Committee on Community Maintenance and Development submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Community Maintenance and Development, having had under consideration a communication signed by Mr. Thomas J. Elzey, First Deputy Director, Office of Budget and Management, under date of August 25, 1986, transmitting a proposed ordinance to authorize the Mayor of the City of Chicago to submit an amendment to the Community Development Block Grant Final Statement of Objectives Use of Funds for C.D.B.G. Entitlement for Year XII, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with one dissenting vote.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone --
47.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, Pursuant to the enactment of the Federal Housing and Community Development Act of 1974, as amended, and the Urgent Supplemental Appropriation Act, 1986, the City of Chicago proposes to submit an amendment to the final statement for Year XII for the additional entitlement sum of Fourteen Million Three Hundred Fifty-five Thousand Dollars (\$14,355,000.00); and

WHEREAS, It is provided in the Housing and Community Development Act of 1974, as amended, and in the regulations promulgated thereunder that the City provide certain assurances to the federal government; and

WHEREAS, The Mayor and the City Council of the City of Chicago are cognizant of the conditions of the Housing and Community Development Act of 1974, as amended, and are desirous of complying therewith; now, therefore,

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

SECTION 1. The Mayor of the City of Chicago is authorized to submit an amendment to the Year XII Final Statement of Community Development Objectives and Projected Use of Funds, as set forth in Exhibit A, and all understandings and assurances contained therein, pursuant to the provisions of the Federal Housing and Community Development Act of 1974, as amended, and the regulations promulgated in connection with the Act in the sum of Fourteen Million, Three Hundred Fifty-five Thousand Dollars (\$14,355,000.00) in entitlement funds.

SECTION 2. The Mayor of the City of Chicago is further authorized to act in connection with the submission, to give what assurances are necessary and to provide such additional information as is required.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

[Exhibit A printed on pages 33135 through 33159 of this Journal.]

COMMITTEE ON ECONOMIC DEVELOPMENT.

AUTHORITY GRANTED FOR REAL ESTATE TAX INCENTIVES
FOR PROPERTY LOCATED AT 1214 EAST 95TH
STREET PURSUANT TO COOK COUNTY REAL
PROPERTY CLASSIFICATION ORDINANCE.

(Continued on page 33160)

CITY OF CHICAGO
YEAR XII COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT TO THE FINAL STATEMENT
OF COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS

The United States Department of Housing and Urban Development (HUD) has notified the City that it will receive an additional \$14,355,000 in CDBG Year XII due to congressional action overturning the deferral of funds. The Amendment to the Final Statement includes the types of projects that will be carried out with the Year XII funds. With the availability of additional funds, the City was able to provide funding for several new initiatives and maintain programs that face cuts in other federal grants. In all cases, the basic themes of neighborhood and housing development, job creation and reduced gang crime have been continued.

The projected use of the supplemental funding is allocated among the major program categories as follows:

<u>Program Category</u>	<u>Allocation</u>	<u>% of Total</u>
Housing	\$ 3,090,000	21.5%
Public Services	5,430,000	37.8%
Economic Development	1,500,000	10.4%
Community Improvements	4,170,000	29.0%
Administration and Planning	150,000	1.0%
Local Option	15,000	.1%
	<u>\$14,355,000</u>	<u>100%</u>

The proposed timetable for the supplemental CD funds is nine months and is retroactive to July 1, 1986. Citizens are encouraged to comment on the proposed use of funds. Following public review and approval by the City Council, the City will submit the Amendment to the final Statement to HUD and make it available to the public.

SHARON GIST GILLIAM
CHAIRMAN
COMMUNITY DEVELOPMENT AND
HOUSING COORDINATING COMMITTEE

HOUSING

Community Development Objectives:

- To conserve, re-use, and expand the City of Chicago's multi- and single-family housing stock in order to provide housing opportunities primarily for low-income Chicago residents, through the low-interest financing of rehabilitation, the provision of building and maintenance, and the provision of technical assistance and counseling to residents on all matters related to housing.
- To eliminate and prevent slums and blight and to revitalize deteriorating neighborhoods through encouraging the redevelopment of blighted and underutilized land for primarily residential use.
- To stimulate and leverage private investment in low-income communities through making available low-interest financing or other incentives for housing rehabilitation or construction.

- To eliminate and prevent conditions which are detrimental to health, safety, and public welfare through code inspection, the demolition of hazardous buildings, and emergency rehabilitation assistance.
- To increase neighborhood diversity by revitalizing deteriorating areas to attract residents of higher income and by providing housing opportunities through Chicago's neighborhoods for persons of lower income.
- To increase emergency housing opportunities for the indigent and homeless through assisting the development of shelter facilities.

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
<u>DEPARTMENT OF HOUSING</u>		
<u>Neighborhood Home Improvement Loans</u>		
Low interest rehabilitation loans are provided to low and moderate income owner-occupants of one-to-four unit buildings.	Low/ Mod	\$ 500,000
<u>Housing Facade Program</u>		
Full grants as well as matching grants up to \$1,000 will be awarded to low income homeowners to refurbish entire residential blocks. The block will be eligible only if a majority of the homeowners residing within the block agree to participate in the program.	Low/ Mod	1,000,000

YEAR XII PROJECTED USE OF FUNDS		
Program Name/Description	National Objective	Proposed Allocation
<u>DEPARTMENT OF HOUSING (Cont'd)</u> <u>Residential Urban Renewal</u> Through this program, the City acquires and clears property for primarily residential development, to relocate households or businesses displaced by acquisition and makes physical improvements to the area surrounding the development site. The City sells the property, it acquires to developers for either new construction or rehabilitation. <u>Project Area/Development and Location</u> <u>Ward</u> Central West Redevelopment Area: 27 Adams and Wood Residential Development - Acquisition and Site Improvements Scattered Site Developments - Acquisition Austin Scattered Site - Quincy and Laverne 28 - Acquisition and Demolition Uptown Conservation Area Montrose/Clarendon/Argyle/Clark - Scattered Site Acquisition - 46, 48 <u>Housing Action Grant Program</u> Community-based, not-for-profit organizations will provide technical assistance and counseling to residents on all matters related to housing. (See Exhibit 1 for list of agencies). Total - Department of Housing	Low/ Mod Low/ Mod	\$ 1,500,000 \$ 90,000 \$ 3,090,000

ECONOMIC DEVELOPMENT

Community Development Objectives:

- To create and retain job opportunities primarily for lower income Chicagoans and to expand the City of Chicago's tax base by attracting business and industry through the provision of infrastructure and other physical improvements to industrial and business areas, financial and technical assistance for store-front facade rehabilitation, and low-interest financing for assisting business start-up and growth.
- To stimulate the economic viability of lower income communities through funding not for profit economic development organizations to assist local businesses in planning, marketing, and promoting, and in obtaining financing.
- To eliminate and prevent slums and blight and to revitalize and upgrade deteriorating neighborhoods through encouraging the redevelopment of blighted and underutilized land for commercial use.

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
<u>DEPARTMENT OF ECONOMIC DEVELOPMENT:</u> <u>Business Area Improvements</u> Streetscaping improvements such as sidewalk and gutter repairs, curb reconstruction and landscaping are provided to business areas. (See Exhibit 2 for list of specific project sites).	Low/Mid	\$1,500,000
Total Department of Economic Development		\$1,500,000

COMMUNITY IMPROVEMENTS

Community Development Objectives:

- To develop viable communities and prevent the deterioration of neighborhoods through providing physical improvements in support of residential housing in areas of the City which are primarily of low and moderate income.
- To eliminate community revitalization and private investment in Chicago's neighborhoods through the renovation or construction of community facilities which serve primarily lower income Chicago residents.
- To eliminate conditions which are hazardous to public safety and welfare through providing emergency physical improvements, such as sidewalk repair.
- To restore and preserve properties of special value for historic, architectural, or esthetic reasons.
- To improve access to public spaces for the handicapped through the removal of architectural barriers.

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
<u>DEPARTMENT OF PUBLIC WORKS</u>		
<u>Model Blocks</u> Improvements to public right-of-way will be made in support of residential housing rehabilitation and development. Specific activities to be undertaken in lower income communities include replacement of curbs, gutters and sidewalks, and park landscaping. (See Exhibit 3 for Model Block Improvement locations).	Low/ Mod	\$ 3,000,000
<u>Gately Stadium</u> Resurfacing and upgrade of the stadium and playing field.	Low/ Mod	\$ 170,000
TOTAL - DEPARTMENT OF PUBLIC WORKS		\$ 3,170,000

COMMUNITY IMPROVEMENTS

Community Development Objectives:

- To develop viable communities and prevent the deterioration of neighborhoods through providing physical improvements in support of residential housing in areas of the City which are primarily of low and moderate income
- To stimulate community revitalization and private investment in Chicago's neighborhoods through the renovation or construction of community facilities which serve primarily lower income Chicago residents.
- To eliminate conditions which are hazardous to public safety and welfare through providing emergency physical improvements, such as sidewalk repair
- To restore and preserve properties of special value for historic, architectural, or esthetic reasons.
- To improve access to public spaces for the handicapped through the removal of architectural barriers.

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
<u>DEPARTMENT OF STREETS AND SANITATION</u> <u>Abandoned Auto Towing</u> Towing and impounding of abandoned, damaged, stolen and/or dangerously parked vehicles in low and moderate income areas will allow for the free flow of traffic and contribute to the physical improvement of the neighborhood.	Low/Mod	\$ 1,000,000
TOTAL - DEPARTMENT OF STREETS AND SANITATION		\$ 1,000,000

PUBLIC SERVICES

Community Development Objectives:
- To support sound community development through expansion of emergency food and shelter. - To foster the viability of lower income communities by providing a safe and healthy living environment through youth crime prevention programs, preventative health care services and health treatment, including teen age alcohol and drug abuse rehabilitation, emergency paraprofessional assistance, and the provision of special environmental services. - To expand employment opportunities, particularly for the unemployed and youth, through job development, skills training and placement. - To meet the particularly urgent needs of the indigent and unemployed through the provision of emergency food and shelter. - To foster an environment of cultural and educational enrichment in lower income communities through activities supporting the fine arts and literature. - To eliminate conditions which are hazardous to the health and safety of infants and children through identifying and eliminating sources of lead paint poisoning.

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
<u>DEPARTMENT OF HUMAN SERVICES</u> <u>Emergency Shelter/Battered Women Shelter</u> Creation of 50 new shelter beds serving women with children and handicapped women over eighteen, who are below poverty level. (See Exhibit 4). <u>Youth Gang Crime Prevention</u> Alternative, recreational and educational activities, and parent support workshops will be provided under this program by community-based not-for-profit organizations to deter youths from gang involvement and to alleviate family pressures leading to delinquent behavior. (See Exhibit 5 for list of organizations). <u>Human Service System</u> This program helps to meet this critical and emergency human service needs of low income individuals and families. Information, referral, counseling and direct services will be provided regarding such concerns as emergency food and shelter, juvenile delinquency, domestic violence, teenage pregnancy and advocacy. Individuals are also assisted in applying for energy and nutrition benefits. These funds will not only maintain current programs faced with cuts in other federal grants, but it will allow for an increase in human service workers in the neighborhoods.	Low/Mod Low/Mod Low/Mod	\$ 100,000 \$ 690,000 \$ 1,920,000

YEAR XII PROJECTED USE OF FUNDS		
Program Name/Description	National Objective	Proposed Allocation
<u>Human Services (Cont'd)</u> <u>Emergency Services</u> A 24-hour emergency service is available 7 days a week to meet the emergency needs of individuals in times of crisis. Services include an emergency sheltered clearinghouse, which tracks the availability of shelter needs; a rape hotline; court and restitution advocacy for victims; and emergency mental health services.	Low/Mod	\$ 160,000
<u>Child Care Center Improvement</u> Improvement and renovation grants up to \$20,000 will be awarded to Title XX Delegate Agencies based on current licensing needs surrounding health and safety problems. (Delegates to be determined).	Low/Mod	100,000
<u>Parent-Child Centers Upgrade</u> Renovation of playlots, installation of lights, painting and general repair work will create safe play and learning environments for economically disadvantaged children attending parent-child centers.	Low/Mod	100,000
<u>Drug Education Initiative</u> Community based organizations and other agencies will conduct an extensive outreach effort as part of the City-wide war on drugs. Education and prevention programs will be initiated in high-crime areas in order to reach the public on the harmful effects of drug abuse. (Delegates to be determined).	Low/Mod	300,000

YEAR XII PROJECTED USE OF FUNDS		
Program Name/Description	National Objective	Proposed Allocation
DEPARTMENT OF HUMAN SERVICES (Cont'd)		
CHA SCREEN AND SCREEN MAKING		
30 CHA residents will receive shade and screen making through City Colleges.	Low/ Mod	\$ 125,000
JANITORIAL TRAINING		
60 CHA residents will receive janitorial training services through City Colleges.	Low/ Mod	125,000
WCHA REPORT		
Establishment of a 10 Watt station to provide information on programs and services to CHA residents.	Low/ Mod	250,000
TOTAL - DEPARTMENT OF HUMAN SERVICES		\$ 3,870,000

PUBLIC SERVICES

Community Development Objectives:	
• To support the elderly through expanding and improving the variety and quality of services available to them. This includes the elderly and handicapped. • To foster the ability of low-income families to provide a safe and healthy living environment through youth and family counseling, residential health care services and health treatment, including mental health and drug abuse rehabilitation, emergency psychiatric assistance, and the provision of family and community services. • To expand the employment opportunities for the unemployed and youth, through job development, job training, and placement.	• To meet the particularly urgent needs of the indigent and the unemployed through the provision of emergency food and shelter. • To foster an environment of cultural and educational enrichment in lower income communities through activities supporting the fine arts and literature. • To eliminate conditions which are hazardous to the health and safety of infants and children through identifying and eliminating sources of lead paint poisoning.

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
<u>DEPARTMENT OF HEALTH</u> <u>Infant Mortality Reduction Initiative</u> To reduce the incidence of neo-natal and post neo-natal mortality, the City will expand health services to high risk areas such as Near South, West Town, Cabrini Green and Austin Community. Health Care and social service providers in the community will identify and implement effective preventative and intervention mechanisms for the outreach and follow-up of high risk residents. (See Exhibit 6 for list of delegates).	Low/Mod	\$ 750,000

YEAR XII PROJECTED USE OF FUNDS		
Program Name/Description	National Objective	Proposed Allocation
<u>DEPARTMENT OF HEALTH (Cont'd)</u>		
<u>Neighborhood Health Centers</u>		
Basic health services are provided through City-owned health care facilities. Health education and various prevention programs are also sponsored. The following three health facilities are funded under this program:		
Claude Holman Health Center 4250 South Greenwood	Low/ Mod	\$ 30,001
Woodlawn Neighborhood Health Center 6500 South Woodlawn		14,998
Upland Neighborhood Health Center 840 West Wilson		30,001
Total		\$ 75,000
TOTAL - DEPARTMENT OF HEALTH		\$ 825,000

PUBLIC SERVICES

Community Development Objectives:

- To support sound community development through expanding and improving the variety and quality of community services provided to lower income Chicagoans, including the elderly and handicapped.
- To foster the viability of lower income communities by providing a safe and healthy living environment through youth crime prevention programs, preventative health care services and health treatment, including teen age alcohol and drug abuse rehabilitation, emergency paramedic assistance, and the provision of special environmental services.
- To expand employment opportunities, particularly for the unemployed and youth, through job development, skills training and placement.

- To meet the particularly urgent needs of the indigent and unemployed through the provision of emergency food and shelter.
- To foster an environment of cultural and educational enrichment in lower income communities through activities supporting the fine arts and literature.
- To eliminate conditions which are hazardous to the health and safety of infants and children through identifying and eliminating sources of lead paint poisoning.

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
<u>MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING</u> <u>First Source</u> The Chicago First Source program will address the problem of unemployment for Chicago residents. Through agreements with City contractors and development assistance recipients, a good faith effort will be made to fill entry level and other serviceable jobs with City residents who meet JICA and FDIC eligibility requirements. Industrial development representatives will also negotiate with major Chicago employers to encourage participation on a voluntary basis.	Low/ Mod	\$ 250,000 \$ 250,000
TOTAL - MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING		

PUBLIC SERVICES

Community Development Objectives:

- To support sound community development through expanding and improving the variety and quality of community services provided to lower income Chicagoans, including the elderly and handicapped
- To foster the viability of lower income communities by providing a safe and healthy living environment through youth crime prevention programs; *parent-offspring health care services and health treatment*, including teen-age alcohol and drug abuse rehabilitation, emergency paramedic assistance, and the provision of special environmental services.
- To expand employment opportunities, particularly for the unemployed and youth, through job development, skills training, and placement
- To meet the particularly urgent needs of the indigent and unemployed through the provision of emergency food and shelter
- To foster an environment of cultural and educational enrichment in lower income communities through activities supporting the fine arts and literature
- To eliminate conditions which are hazardous to the health and safety of infants and children through identifying and eliminating sources of lead paint poisoning

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
<u>CHICAGO FIRE DEPARTMENT</u> <u>Fire Explorers - Chicago Housing Authority</u> This program will provide career guidance through the education of youth in fire service and emergency medical service. In addition to career guidance, the Fire Department will conduct community based fire prevention educational programs. <u>First Aid Care Team (F.A.C.I.)</u> Under this program, CHA residents will receive emergency paramedic training to provide first aid to CHA tenants, thereby helping to reduce the response time of trained EMS personnel after a request for service is received in high density and demand areas. CHA residents will also obtain marketable skills through this training program.	Low/Mod	\$ 35,000
TOTAL - FIRE DEPARTMENT		\$ 185,000

PUBLIC SERVICES

Community Development Objectives:	
- To support sound community development through expanding and improving the variety and quality of community services provided to lower income Chicagoans, including the elderly and handicapped - To foster the viability of lower income communities by providing a safe and healthy living environment through youth crime prevention programs, preventative health care services and health fairs, including teen age alcohol and drug abuse rehabilitation, emergency paramedic assistance, and the provision of special environmental services. - To expand employment opportunities, particularly for the unemployed and youth, through job development, skills training, and placement.	- To meet the particularly urgent needs of the indigent and unemployed through the provision of emergency food and shelter - To foster an environment of cultural and educational enrichment in lower income communities through activities supporting the fine arts and literature - To eliminate conditions which are hazardous to the health and safety of infants and children through identifying and eliminating sources of lead paint poisoning.

YEAR XII PROJECTED USE OF FUNDS

Program Name/Description	National Objective	Proposed Allocation
CHICAGO PUBLIC LIBRARY <u>Literacy Centers for Chicago Housing Authority Residents</u> This program is designed to provide literacy training for adults who have limited reading skills. New programs will be initiated at Cabrini Green, Lokes, Stateway and Altgeld Gardens housing developments. In addition, existing learning centers will be enhanced at Robert Taylor Homes and Rockwell Gardens. The Literacy Centers will operate in cooperation with Chicago City Colleges which provide the expertise for implementing the program. Under the guidance of a trained teacher, teachers aides and volunteers at each site will provide a minimum of two hours per week of individualized tutoring.	Low/Mod	\$ 300,000
TOTAL -- CHICAGO PUBLIC LIBRARY		\$ 300,000

PLANNING AND ADMINISTRATION

YEAR XII PROJECTED USE OF FUNDS	
Program Name/Description	Proposed Allocation
<u>ADMINISTRATION AND PLANNING</u>	
To provide overall administration and planning support for the CDBG program.	
1. Health Central Management	\$ 150,000
TOTAL - PLANNING AND ADMINISTRATION	\$ 150,000

LOCAL OPTION

YEAR XII PROJECTED USE OF FUNDS	
Program Name/Description	Proposed Allocation
These funds will be available during the program year to cover unexpected additional program costs.	\$ 15,000

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REPORTS OF COMMITTEES

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EXHIBIT I

HOUSING PROGRAM CATEGORY

HOUSING ACTION GRANTS PROGRAM

<u>Name of Organization</u>	<u>Address</u>	<u>Ward(s) Served</u>
Urban League	4510 South Michigan	City-wide
Kenwood-Oakland Community Development Corporation	1236-38 East 46th Street	2, 4, 3

EXHIBIT 2

DEPARTMENT OF ECONOMIC DEVELOPMENTBusiness Area Improvement Program

<u>Project Site</u>	<u>Ward(s) Served</u>
Division (California-Western)	26
to be determined	6
to be determined	7

EXHIBIT 2

DEPARTMENT OF ECONOMIC DEVELOPMENTBusiness Area Improvement Program

<u>Project Site</u>	<u>Ward(s) Served</u>
Division (California-Western)	26
75th Street (Yates to South Shore)	7
Berwyn (Broadway to Sheridan)	48
Thorndale (Broadway to Sheridan)	48
To Be Determined	21

Exhibit 3
YEAR XII MODEL BLOCK - SUPPLEMENTAL FUNDING

LOCATION	WARD	TOTAL #
Constance: 72nd Street to 72nd Place .5 BLOCKS	5th	4.5 BLOCKS
70th Street: Chappel to Clyde .5 BLOCKS		
69th Street: Chappel to Clyde .5 BLOCKS		
70th Place: Crandon to Oglesby 1 BLOCK		
Ridgeland: 72nd Place to 73rd Street .5 BLOCKS		
7200 South Phillips 1 BLOCK		
72nd Street: Merrill to Paxton .5 BLOCKS		
1200 East 72nd Street 1 BLOCK	6th	5 BLOCKS
7100 South Woodlawn 1 BLOCK		
1200 East 71st Place 1 BLOCK		
7200 South Woodlawn 1 BLOCK		
7100 South University 1 BLOCK		
7600 South Marquette 1 BLOCK	7th	4 BLOCKS
7800 South Marquette 1 BLOCK		
7800 South Burnham 1 BLOCK		
7800 South Muskegon 1 BLOCK		
Kensington Avenue: Michigan to Prairie 2 BLOCKS	9th	5 BLOCKS
103rd Place: Michigan to Indiana .5 BLOCKS		
104th Street: Michigan to Indiana .5 BLOCKS		
113th Street: State to Michigan 1 BLOCK		
113th Place: State to Michigan 1 BLOCK		
5500, 5600, 5700 South Hamilton 3 BLOCKS	15th	3 BLOCKS
6900 South Aberdeen 1 BLOCK	16th	2 BLOCKS
1100 West 61st Street 1 BLOCK		
3400 West 25th Street 1 BLOCK	22nd	1 BLOCK
1400 South Komensky 1 BLOCK	24th	5.5 BLOCKS
3400 West 12th Place (north side only) .5 BLOCKS		
1300 South Troy 1 BLOCK		
1200 South Springfield 1 BLOCK		
1300 South Tripp 1 BLOCK		
1800 South Spaulding 1 BLOCK		
1200, 1300, 1400 South Fairfield 3 BLOCKS	25th	3 BLOCKS

YEAR XII MODEL BLOCK - SUPPLEMENTAL FUNDING

<u>LOCATION</u>	<u>WARD</u>	<u>TOTAL #</u>
1100 North Winchester 1 BLOCK	26	7 Blocks
900 North Mozart 1 BLOCK		
1600 North Richmond 1 BLOCK		
1300 North Campbell 1 BLOCK		
2000 West Haddon 1 BLOCK		
1700 North Francisco 1 BLOCK		
1400 North Maplewood 1 BLOCK		
600,700 North Troy 2 BLOCKS	27	5 BLOCKS
2800, 2900 West Fulton 2 BLOCKS		
300 North Francisco 1 BLOCK		
3300 West Congress Parkway 1 BLOCK	28	6 BLOCKS
4000,4100, 4400, 4500 West Monroe 4 BLOCKS		
4100 West Adams 1 BLOCK		
100, 200, 300 North Lorel 3 BLOCKS	29	4 BLOCKS
800 North Menard 1 BLOCK		
900 North Harding 1 BLOCK	37	2 BLOCKS
5100 West Crystal 1 BLOCK		
1400, 1500 North Wieland 2 BLOCKS	42	5 BLOCKS
1400 North Hudson 1 BLOCK		
1300, 1400, 1500 North Mohawk (east side only) 1.5 BLOCKS		
Goethe: LaSalle to alley west (north side only) .5 BLOCKS		
1200, 1300 West Argyle 2 BLOCKS	48	4.5
4800,4900 North Magnolia 2 BLOCKS		
1200 West Gunnison .5 BLOCKS		
		<u>66.5 BLOCKS</u>

YEAR XII MODEL BLOCK - SUPPLEMENTAL FUNDING

<u>LOCATION</u>	<u>WARD</u>	<u>TOTAL #</u>
1100 North Winchester 1 BLOCK	26	7 Blocks
900 North Mozart 1 BLOCK		
1600 North Richmond 1 BLOCK		
1300 North Campbell 1 BLOCK		
2000 West Haddon 1 BLOCK		
1700 North Francisco 1 BLOCK		
1400 North Maplewood 1 BLOCK		
600,700 North Troy 2 BLOCKS	27	5 BLOCKS
2800, 2900 West Fulton 2 BLOCKS		
300 North Francisco 1 BLOCK		
3300 West Congress Parkway 1 BLOCK	28	6 BLOCKS
4000,4100, 4400, 4500 West Monroe 4 BLOCKS		
4100 West Adams 1 BLOCK		
100, 200, 300 North Lorel 3 BLOCKS	29	4 BLOCKS
800 North Menard 1 BLOCK		
900 North Harding 1 BLOCK	37	2 BLOCKS
5100 West Crystal 1 BLOCK		
1400, 1500 North Wieland 2 BLOCKS	42	5 BLOCKS
1400 North Hudson 1 BLOCK		
1300, 1400, 1500 North Mohawk (east side only) 1.5 BLOCKS		
Goethe: LaSalle to alley west (north side only) .5 BLOCKS		
5600 Wayne 1 BLOCK	48	5 BLOCKS
5600 Kenmore 1 BLOCK		
Ridge, North Magnolia to West Ardmore) 3 BLOCKS		
		<u>67.0 BLOCKS</u>

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EXHIBIT 4

PUBLIC SERVICE CATEGORY

Department of Human Services

Emergency shelter/Battered Women

<u>Name of Organization</u>	<u>Address</u>	<u>Ward(s) Served</u>
Human Resource Development Institute (to be located at the Chicago Housing Authority ABLA housing development)	417 So. Dearborn.	1

EXHIBIT 5

PUBLIC SERVICE CATEGORY

Department of Human ServicesYouth Gang Crime Prevention

<u>Name of Organization</u>	<u>Address</u>	<u>Ward(s) Served</u>
Big Buddies Youth	5845 South Ellis	5
Cabrini Green Legal Aid Clinic	1500 North Halsted	42
Casa Aztlan	1831 South Racine	25
Chicago Alliance for Neighborhood Safety	59 East Van Buren	1
Chicago Urban League	920 North Franklin	42
Englewood Community Development Corp.	923-1/2 West 63rd Street	16
Near North Better Athletic Center	1441 North Cleveland	42
Near North Health Service Corp.	1441 North Cleveland	42
Northwest Community Organiz.	1109 North Ashland	26
Parkway Community Center Hull House	500 East 67th Street	20
Roseland Community Dev. Corp.	33 East 111th Street	9
Sanfoka Inc./Garfield Training Operations Program	6 South Kostner	28
St. Mark United Methodist Church	8441 So. St. Lawrence	6
The Woodlawn Organization	6040 South Harper	5
Youth Vision & Integrity	3800 South Michigan	2
DHS Subcontractors for Graffiti Removal	-	City-wide

EXHIBIT 6

PUBLIC SERVICES CATEGORY

Department of HealthInfant Mortality Reduction Initiative

<u>Name of Organization</u>	<u>Address</u>	<u>Ward(s) Served</u>
The Chicago Urban League	4510 South Michigan	1
Circle Family Care	118 North Central	26, 32
Duncan YMCA	1001 West Roosevelt Rd.	42
Habilitative System	415 south Kilpatrick	28, 29, 30, 36, 37

(Continued from page 33134)

The Committee on Economic Development submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution introduced by Alderman Marian Humes (8th) on July 29, 1986, authorizing real estate tax incentives to the real estate known as Lewis Smoked Meat Company located at 1214 East 95th Street, pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution.

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 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 2, 1984, to provide certain real estate tax incentives to property owners who rehabilitate, enhance, and occupy property which is located in an Enterprise Zone, said classification being known as Class 6(b) of said Cook County Ordinance; and

WHEREAS, The City of Chicago, consistent with the intent of the Cook County Real Property Classification Ordinance, wishes to induce industry to locate, expand, and occupy existing facilities in the City by offering incentives in the form of property tax relief; and

WHEREAS, Milton Lewis and Haskill Lewis, a partnership, doing business as Lewis Smoked Meat Company, own the property having the common street address of 1214 East 95th Street in the City of Chicago, said address also being within an Enterprise Zone; and

WHEREAS, Through its rehabilitation of the said real estate and its addition of new construction thereto, Lewis Smoked Meat Company is adding substantial value to said real estate; and

WHEREAS, Said property is being occupied for manufacturing purposes; and

WHEREAS, The rehabilitation of, and addition to, the property by Lewis Smoked Meat Company and the use of the property for manufacturing is in the best interests of the health, safety and welfare of the people of the City of Chicago; and

WHEREAS, The City of Chicago hereby finds that the property qualifies for the property tax incentives of Class 6(b) of the Cook County Real Property Classification Ordinance; now, therefore,

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

SECTION 1. Real Estate Tax Incentive. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago hereby approves the classification of the property as Class 6(b) property under the Cook County Real Property Classification Ordinance.

SECTION 2. Subject Property. The incentive shall apply to the property identified in the 1985 Cook County Collector's Warrant Book as Volume 281, Permanent Real Estate Index Numbers 25-02-318-030 and 25-02-318-036.

SECTION 3. Further Action. The Clerk of the City of Chicago is authorized to and shall send a copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, 118 North Clark Street, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

**COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.**

ACCEPTANCE OF MATCHING FUND GRANT FROM ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY FOR
INSTALLATION OF WATER AND SEWER
SERVICE AT MARYLAND MANOR
COMMUNITY.

The Committee on Energy, Environmental Protection and Public Utilities submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The community known as Maryland Manor is situated on the far south side of the City of Chicago, and bounded roughly by the Little Calumet River on the south, South Vernon Avenue on the west, East 134th Place on the north, and South Drexel Avenue on the east; and

WHEREAS, Maryland Manor is the only residential community in the City of Chicago not served by municipal water and sewer lines; and

WHEREAS, The continued use of wells and septic tanks in Maryland Manor may be hazardous to the health and safety of the residents of that community; and

WHEREAS, It is in the best interests of the City of Chicago to protect the health and safety of the residents of Maryland Manor; and

WHEREAS, The Department of Water has estimated the cost of installing water mains and providing water service in Maryland Manor to be \$220,687, and the Department of Sewers has estimated the cost of installing and providing sewer service in Maryland Manor to be \$325,000; and

WHEREAS, The Illinois Environmental Protection Agency has offered a matching grant from the Environmental Protection Trust Fund to the City of Chicago, in an amount equal to 50%, but not to exceed \$250,000, of the cost of installing and providing water and sewer service to the Maryland Manor community; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to make application, on behalf of the City of Chicago, for a matching grant from the Illinois Environmental Protection Trust Fund, in an amount equal to 50% of the cost of installing and providing water and sewer service to the Maryland Manor community.

SECTION 2. The Mayor, the Commissioner of the Water and the Commissioner of Sewers are authorized to execute all documents and to make the representations necessary to completion of the application for said grant.

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

On motion of Alderman Rush, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 47.

Nays -- None.

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

COMMITTEE ON HOUSING.

APPROVAL OF APPOINTMENT OF MR. E. WAYNE ROBINSON AS CHAIRMAN AND MEMBER OF CHICAGO PLAN COMMISSION.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on July 9, 1986) to appoint:

E. Wayne Robinson as Chairman and a member of the Chicago Plan Commission,

for the term ending January 25, 1986. We recommend that Your Honorable Body *Approve* the said appointment of E. Wayne Robinson as Chairman and member of the Chicago Plan Commission.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the committee's recommendation was *Concurred In* and said appointment of E. Wayne Robinson as Chairman and member of Chicago Plan Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

APPROVAL OF APPOINTMENT OF MR. HARRY GOTTLIEB TO
DEPARTMENT OF URBAN RENEWAL BOARD.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on May 14, 1986) to appoint:

Harry Gottlieb to the Department of Urban Renewal Board,

for the term ending January 1, 1990. We recommend that Your Honorable Body *Approve* the said appointment of Harry Gottlieb as a member of the Urban Renewal Board.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the committee's recommendation was *Concurred In* and said appointment of Harry Gottlieb to the Department of Urban Renewal Board was *Approved* by yeas and nays as follows:

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

Nays -- None.

AUTHORITY GRANTED FOR AMENDMENT NO. 18 TO
HYDE PARK-KENWOOD CONSERVATION AREA.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 29, 1986) authorizing the Mayor to approve:

Amendment No. 18 to the Hyde Park-Kenwood Conservation Area. This Amendment provides a land use change for the western portion of Parcel LR-3 from "Commercial/Residential" to "Low-Density Residential", with a maximum number of twenty dwelling units permitted.

We recommend that your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 5 members of the committee, with no dissenting vote. Alderman Bloom excused himself from voting on the matter.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Conservation Plan for the Hyde Park-Kenwood Conservation Area; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 86- DUR-31, adopted June 24, 1986, approved Plan Amendment No. 18 to said Plan, which Amendment is attached hereto; and

WHEREAS, Amendment No. 18 would provide for a change in land use requirements which would permit low-density residential use; and

WHEREAS, The City Council has reviewed Amendment No. 18 and it is the sense of the City Council that the Plan as amended constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended is in accord with the modern principles of urban planning; and within the general recommendations of the Chicago Plan Commission for the area covered thereby, the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 18 to the Hyde Park-Kenwood Conservation Plan, as amended, for the Hyde Park-Kenwood Conservation Area, dated June, 1986, which is incorporated herein by this reference, is hereby approved.

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

APPROVAL OF AMENDMENT NO. 1 TO 63RD-STONY ISLAND
REDEVELOPMENT PLAN.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 14, 1986) authorizing the Mayor to approve:

Amendment No. 1 to the 63rd and Stony Island Redevelopment Plan. This new and revised Amendment updates the comprehensive planning guidelines and provides for five changes in the Land Use Plan Map.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved a Redevelopment Plan for the 63rd-Stony Island Urban Renewal Area; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 86- DUR-12, adopted March 31, 1986, approved Plan Amendment No. 1 to said Plan which Amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Amendment No. 1 would provide for changes in land use which will facilitate institutional/recreational, public facility, school and business development; and

WHEREAS, The City Council has reviewed the foregoing Amendment and it is the sense of the City Council that the Plan, as amended, constitutes a Redevelopment Plan, within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 1 to the 63rd-Stony Island Plan, which is incorporated herein by this reference, is hereby approved.

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

AUTHORIZATION FOR SALE OF PARCEL IR-1
IN PROJECT 63RD STONY-ISLAND.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 30, 1986) authorizing the Mayor to approve:

the sale of land in Project 63rd and Stony Island Avenue (IR-1) to the Y.M.C.A. of Chicago. The boundaries are East 63rd Street, Stony Island Avenue, East 64th Street, and South Blackstone Avenue.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, as amended, for Project 63rd-Stony Island heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel IR-1 is bounded by East 63rd Street, South Stony Island Avenue, East 64th Street, and South Blackstone Avenue; and contains 363,881.5 square feet; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 86- DUR-29, adopted by the Department of Urban Renewal on May 13, 1986, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The redeveloper has proposed to redevelop the property with an institutional/recreational regional facility in accordance with the 63rd-Stony Island Redevelopment Plan, as amended; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Project 63rd-Stony Island is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
The Young Men's Christian Association of Chicago	IR-1	363,881.5	\$1.20	\$436,657.80

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest a deed of conveyance for the property described in Section 1 above.

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

APPROVAL OF AMENDMENT NO. 11 TO NEAR WEST SIDE
CONSERVATION PLAN.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by

Honorable Harold Washington, Mayor (which was referred on May 30, 1986) authorizing the Mayor to approve:

Amendment No. 11 to the Near West Side Conservation Plan in the Near West Side Conservation Area. This Amendment calls for a change in the dwelling unit density and floor area ratio (F.A.R.). The site is located at Vernon Park Place and Carpenter Street. The density would be increased from 0.7 to 1.2.

We recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Conservation Plan for the Near West Side Conservation Area, as amended; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 86- DUR-24, adopted May 13, 1986, approved Plan Amendment No. 11 to said Plan, which Amendment is attached hereto; and

WHEREAS, Amendment No. 11 would change dwelling unit density and floor area ratio of Parcels LR-16A, LR-16B, and LR-102; and

WHEREAS, The City Council has reviewed Amendment No. 11 and it is the sense of the City Council that the Plan, as amended, constitutes a Conservation Plan within meaning

of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principals of urban planning; and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 11 to the Near West Side Conservation Plan, as amended, for the Near West Conservation Area, dated May, 1986, which is incorporated herein by this reference, is hereby approved.

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

APPROVAL OF AMENDMENT NO. 6 TO CENTRAL
WEST REDEVELOPMENT PLAN.

The Committee on Housing submitted the following report.

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on March 12, 1986) authorizing the Mayor to approve:

Amendment No. 6 to the Central West Redevelopment Plan. This Amendment provides for two changes in the Land Use Plan Map. The first revision would change the land use from "Institutional to Residential". The second would change the land use from "Residential to Residential and/or Commercial".

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved a Redevelopment Plan for the Central West Redevelopment Area; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 85- DUR-79, adopted December 17, 1985, approved Plan Amendment No. 6 to said Plan, which Amendment is attached hereto; and

WHEREAS, Amendment No. 6 would provide for changes in land use which will facilitate residential and neighborhood commercial development; and

WHEREAS, The City Council has reviewed the foregoing Amendment and it is the sense of the City Council that the Plan, as amended, constitutes a Redevelopment Plan, within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principals of urban planning; and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 6 to the Central West Redevelopment Plan, which is incorporated herein by this reference, is hereby approved.

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

APPROVAL OF AMENDMENT NO. 2 TO MADISON-CANAL/
PRESIDENTIAL TOWERS REDEVELOPMENT PLAN.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 23, 1985) authorizing the Mayor to approve:

Amendment No. 2 to the Madison-Canal/Presidential Towers Redevelopment Plan. The Amendment changes the land use from "Residential, Parking and Related Uses" to "Commercial".

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved Amendment No. 1 to the Madison-Canal Redevelopment Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted November 21, 1985, approved Plan Amendment No. 2 to said Plan, which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 2, together with the Plan, as amended, constitutes a Redevelopment Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with modern

principles of urban planning and with the recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 2 to the Redevelopment Plan, as amended, for the Madison-Canal Redevelopment Area dated November, 1985, incorporated herein by reference, having been duly considered is hereby approved.

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

AUTHORITY GRANTED FOR EXECUTION OF AMENDMENT
TO "CONTRACT FOR SALE OF LAND IN
PROJECT MADISON-CANAL TO
PRESIDENTIAL TOWERS
LIMITED".

The Committee on Housing submitted the following report.

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 17, 1985) authorizing the Mayor to approve and authorize:

The Execution of an Amendment to "Contract for the Sale of Land in Project Madison-Canal to Presidential Towers Limited". The Amendment would eliminate Parcel 5N (part) from the project (the block bounded by Washington Boulevard, Desplaines Street, Warren Avenue from Desplaines to the Expressway, Madison Street and the Kennedy Expressway).

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, On January 22, 1980 the Department of Urban Renewal adopted Resolution No. 80-DUR-4 approving the sale of land in Project Madison-Canal to Presidential Towers Limited; and

WHEREAS, On April 16, 1980 this Body approved the above Resolution, Journal of Proceedings, pages 2652 and 2653; and

WHEREAS, The City of Chicago and Presidential Towers, Limited entered into a "Contract For the Sale of Land in Project Madison-Canal to Presidential Towers Limited" dated May 30, 1980 ("Contract"); and

WHEREAS, The Department of Urban Renewal in Resolution No. 85-DUR-54 approved an amendment to the Contract deleting the area bounded by W. Washington Street, N. Desplaines Street, Warren Avenue and the east line of the Kennedy Expressway; and

WHEREAS, The City Council has considered the above Resolution transmitted by the Department of Urban Renewal and the amendment approved therein; and

WHEREAS, In all other respects the Contract shall remain in full force and effect; now, therefore,

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

SECTION 1. An amendment to the "Contract For the Sale of Land in Project Madison-Canal to Presidential Towers, Limited" dated May 30, 1980 to delete the area bounded by W. Washington Street, N. Desplaines Street, Warren Avenue and the east line of the right-of-way of the Kennedy Expressway is hereby approved.

SECTION 2. The Mayor is authorized to execute on behalf of the City of Chicago, an Amendment to the "Contract For the Sale of Land in Project Madison-Canal to Presidential Towers, Limited" subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall take effect immediately upon its passage.

AUTHORITY GRANTED FOR SALE OF PARCEL B-1
IN 45TH AND MICHIGAN PROJECT.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on March 30, 1986) authorizing the Mayor to approve:

The sale of land in the 45th and Michigan Project (Parcel B-1, 4505-4511 South Wabash) to the Chicago Urban League.

We recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, for Project 45th-Michigan heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 84-DUR-18, adopted by the Department on March 13, 1984, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Project 45th-Michigan is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Chicago Urban League	B-1	13,688.0	\$1.60	\$21,900.80

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

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

APPOINTMENT OF MS. MARY MARGARET LANGDON AS MEMBER
OF CHICAGO PLAN COMMISSION APPROVED.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on May 30, 1986) to appoint:

Mary Langdon as a member of the Chicago Plan Commission, replacing Juan Morales,

for the term ending January 25, 1987. We recommend that Your Honorable Body *Approve* the said appointment of Mary Langdon as a member of the Chicago Plan Commission.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the committee's recommendation was *Concurred In* and said appointment of Ms. Mary Margaret Langdon as member of Chicago Plan Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

WITHDRAWAL OF APPOINTMENT OF MR. ERWIN FRANCE
AS CHAIRMAN OF CHICAGO PLAN COMMISSION
AND APPROVAL OF HIS REAPPOINTMENT
AS MEMBER OF CHICAGO PLAN
COMMISSION.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on July 9, 1986) to:

withdraw the appointment of Erwin France as Chairman of the Chicago Plan Commission and reappoint Mr. France as a member of the Chicago Plan Commission,

for the term ending January 25, 1991. We recommend that Your Honorable Body *Approve* the said appointment of Mr. Erwin France as a member of the Chicago Plan Commission.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote and one objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the committee's recommendation was *Concurred In* and said withdrawal of Mr. Erwin France as Chairman of the Chicago Plan Commission and his reappointment as a member of the Chicago Plan Commission were *Approved* by yeas and nays as follows:

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

Nays -- None.

AUTHORITY GRANTED FOR IMMEDIATE VESTING OF
TITLE FOR AQUISITION OF AIR RIGHTS
OVER PARCEL 17-10 IN NORTH
LOOP BLOCK 17.

The Committee on Housing submitted the following report:

CHICAGO, August 18, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 29, 1986) authorizing the Mayor to approve:

the immediate vesting of title for the acquisition of the air rights over Parcel 17-10 in North Loop Block 17.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and 1 objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The General Assembly in Chapter 110, par. 7-103 of the Illinois Revised Statutes has authorized the use of "Quick Take" proceedings by the City of Chicago for the purposes set forth in Divisions 74.2 and 74.3 of Article 11 of the Illinois Municipal Code, as amended, said purposes being the redevelopment of commercial or business areas, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, The City Council of the City of Chicago, by ordinance adopted March 28, 1979, approved the designation of Blighted Commercial Project North Loop, said project being established pursuant to the home rule powers of the City of Chicago for the purpose of redevelopment of a commercial area; and

WHEREAS, The City Council of the City of Chicago, by ordinance adopted September 26, 1979 for Blighted Commercial Area Project North Loop, and reaffirmed by ordinance adopted June 18, 1983, authorized the Corporation Counsel to negotiate for the acquisition of parcels contained within said project areas and to institute eminent domain proceedings to acquire said parcels in the event he was unable to acquire said parcels by negotiation; and

WHEREAS, The City Council of the City of Chicago, by ordinance adopted December 23, 1985, approved a Redevelopment Agreement with Baird and Warner/Higginbottom/Stein & Company Venture, an Illinois General Partnership ("Redevelopment Agreement") providing for the redevelopment of the block within the City of Chicago bounded by Wacker Drive on the north, Dearborn Street on the east, Lake Street on the south and Clark Street on the west ("Block 17") in Blighted Commercial Area Project North Loop, and said

Redevelopment Agreement requires the City of Chicago to convey a portion of Block 17 which includes the air rights over Parcel 17-10 (as described in the complaint for condemnation filed June 25, 1986, in an action entitled *City of Chicago v. Greyhound Lines, Inc.*, No. 86 L 50733 in the Circuit Court of Cook County) to the redeveloper no later than June 2, 1986, subject to certain permitted delays; and

WHEREAS, The Corporation Counsel has been unable to acquire the air rights over Parcel 17-10 through negotiations and has instituted eminent domain proceedings to acquire same, and said real estate is the last remaining privately held parcel which the City must acquire pursuant to the Redevelopment Agreement; and

WHEREAS, The Redevelopment Agreement requires the City to diligently prosecute the eminent domain proceedings in order to accommodate said timely conveyance to the extent feasible, and completion of all necessary acquisition required by the Redevelopment Agreement is necessary and essential to the public interest, and use of the quick take power is necessary in order to acquire said air rights above Parcel 17-10 in a timely manner; now, therefore,

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

SECTION 1. It is necessary to acquire immediately the air rights above Parcel 17-10 (as described in the complaint for condemnation filed June 25, 1986, in an action entitled *City of Chicago v. Greyhound Lines, Inc.*, No. 86 L 50733 in the Circuit Court of Cook County) in order to effect the timely redevelopment of Blighted Commercial Area Project North Loop. Use of quick take power is necessary to effect said immediate acquisition and this ordinance shall constitute a duly adopted plan which requires such immediate acquisition.

SECTION 2. The Corporation Counsel is hereby authorized and directed pursuant to the provisions of Ill. Rev. Stat., Ch. 110., par. 7-103 through 7-112, to acquire immediately fee simple title to the air rights over Parcel 17-10 in Block 17 in Blighted Commercial Area Project North Loop.

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

APPROVAL OF REDESIGNATION OF 71ST-JEFFERY AS BLIGHTED
COMMERCIAL AREA AND ACQUISITION OF REAL
PROPERTY WITHIN AREA.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by

Honorable Harold Washington, Mayor (which was referred on June 9, 1986) authorizing the Mayor to approve:

the ordinance to repeal the ordinance passed on May 9, 1984 approving the designation of an area in the vicinity of 71st-Jeffery as a blighted commercial area; approving the designation of the same area as slum and blighted area redevelopment project 71st-Jeffery; authorizing and directing the acquisition of real property within the designated area by the exercise of power of eminent domain.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and 1 objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Consolidation Act of 1961, Illinois Revised Statutes, 1965 Chapter 67-1/2, Section 91.101 *et. seq.*, hereinafter referred to as the "Act" authorizes the Department of Urban Renewal, hereinafter referred to as the "Department", to provide for the development and redevelopment of Slum and Blighted Areas; and

WHEREAS, The staff of the Department of Economic Development has conducted investigations, studies and surveys of the 71st-Jeffery Area, which is more fully described herein, and has presented the results of said investigations, studies and surveys to the Department of Urban Renewal Board; and

WHEREAS, The results of the above investigations, studies and surveys show that the 71st-Jeffery Area, by reason of dilapidation, obsolescence, overcrowding, faulty

arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or layout, or any combination of these factors, are detrimental to the public safety, health, morals or welfare: and

WHEREAS, The Act provides that whenever a Department determines that a particular Slum and Blighted Area should be designated, such determination shall be evidenced by a resolution adopted by the Department and a certified copy thereof shall be delivered to the governing Body of the municipality of which the area is situated: and

WHEREAS, The Department has, by Resolution No. 84-DUR-14, adopted on February 21, 1984, a certified copy of which has been delivered to the City Council of the City of Chicago, determined that said area should be designated pursuant to the provisions of the Act, and has designated said area as Slum and Blighted Area Redevelopment Project 71st-Jeffery; and

WHEREAS, Redevelopment of said area will be in accordance with the Redevelopment Plan for the Area which has been approved by the Department of Urban Renewal and this Body by ordinance passed September 18, 1984: and

WHEREAS, The approved Redevelopment Plan contains a Land Acquisition Map which depicts the real property which is necessary to be acquired in order to implement the redevelopment project; now, therefore,

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

SECTION 1. The Ordinance passed on May 9, 1984, approving the designation of the 71st-Jeffery Area as a Blighted Commercial Area which appears in the Journal of Proceedings of the City Council on pages 6378 and 6379 is hereby repealed.

SECTION 2. The designation by the Department of Urban Renewal of the following described area as Slum and Blighted Area Redevelopment Project 71st- Jeffery is hereby approved:

Beginning at the intersection of the center line of South Jeffery Boulevard and the center line of East 71st Street; thence north 221.00 feet along the center line of South Jeffery Boulevard; thence east along the property line 166.81 feet to the center line of a public alley next east of Jeffery Boulevard; thence south 89.75 feet along said center line of said public alley; thence east 166.81 feet along the property line to the center line of South Chappel Avenue; thence south 4.65 feet along the center of South Chappel Avenue; thence east 166.75 feet along the property line to the center line of a public alley next west of South Clyde Avenue; thence north 72.15 feet along said center line of said public alley; thence east 166.75 feet along the property line to the center line of South Clyde Avenue; thence south 75.25 feet along said line to the center line of a public alley next north of East 71st Street; thence east 500.43 feet along said line as extended to the center line of a public alley next west of South Paxton Avenue; thence north along said center line 84.00 feet; thence east 166.84 feet along the property line to the center line of South Paxton Avenue; thence south 241.22 feet to the south side of East 71st Street; thence west along said line 165.00 feet to the public alley next west of South Paxton Avenue; thence south along said alley 298.18

feet; thence west along the property line 364.97 feet to the northeast corner of lot 16; thence south 331.00 feet along the property line to the center line of East 72nd Street; thence west 809.73 feet along the center line of East 72nd Street to the center line of South Jeffery Boulevard; thence north 133.00 feet along the center line of South Jeffery Boulevard; thence east 148.50 feet to the property line; thence north 130.00 feet along said property line; thence west 148.50 feet center line of Jeffery Boulevard; thence north 397.00 feet along the center line of South Jeffery Boulevard to the point of beginning. All of which is located in the southeast 1/4 of Section 24, and northeast 1/4 of Section 25; Township 38 South, Range 14, east of the third principal meridian, in the City of Chicago, County of Cook, State of Illinois.

SECTION 3. The Corporation Counsel is authorized and directed to negotiate with the owners of real property lying within the above area for the acquisition of said real property which is necessary to implement the Redevelopment Plan for the area. In the event that the corporation Counsel is unable to negotiate acceptable terms for the voluntary sale of such property to the City he is authorized and directed to file proceedings to acquire the property by the exercise of the power of eminent domain.

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

APPROVAL GIVEN TO DESIGNATION OF AND REDEVELOPMENT
PLAN FOR 63RD-KEDZIE BLIGHTED COMMERCIAL AREA.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To The President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration two proposed ordinances transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on June 25, 1986) authorizing the Mayor to approve:

the designation of and Revelopment Plan for the 63rd-Kedzie Blighted Commercial Area.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee with no dissenting vote, and 1 objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

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

*Designation of 63rd-Kedzie Blighted
Commercial Area.*

WHEREAS, Section 15.1 of the Municipal Code of the City of Chicago, hereinafter referred to as the Code, authorizes the Commercial District Development Commission, hereinafter referred to as the Commission, to designate an area within the City of Chicago as a Blighted Commercial Area; and

WHEREAS, The Staff of the Department of Economic Development, hereinafter referred to as the Department, has conducted investigations, studies and surveys of the 63rd-Kedzie Area and has presented the result of said investigations, studies and surveys to the Commission; and

WHEREAS, The results of the above investigations, studies and surveys show that the 63rd-Kedzie Area is eligible for designation as a Blighted Commercial Area as defined in Section 15.1-1-(d) of the said Code; and

WHEREAS, The Commission designated the 63rd-Kedzie Area as a Blighted Commercial Area by Resolution No. 86-CDDC-5 on April 15, 1986; and

WHEREAS, The City Council has received a certified copy of the aforesaid Resolution, together with the recommendations of the Department regarding said designation; and

WHEREAS, The City Council of the City of Chicago desires to evidence its approval of the designation of the 63rd-Kedzie Area as a Blighted Commercial Area.

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

SECTION 1. Having been advised that the Commercial District Development Commission, by Resolution 86-CDDC-5, dated April 15, 1986, has determined that the Area described below is a Blighted Commercial Area, said designation is hereby approved:

Beginning at the intersection of the center line of South Troy Street and the center line of the east-west alley first north of West 63rd Street, thence westerly along said center line of the said east-west alley to the center line of South Kedzie Avenue, thence southerly along said center line of South Kedzie Avenue to the intersection with the center line of West 63rd Street, thence westerly along said center line of West 63rd Street to the intersection with the center line of South Spaulding Avenue, thence southerly along said center line of South Spaulding Avenue to the center line of the east-west alley first south of West 63rd Street, thence easterly along said center line of said east-west alley to the west line of Lot 45 in the subdivision of Blocks 1 and 2 in John F. Eberhand's Subdivision of the Northeast 1/4 of Section 23-38-13 extended northward to the center line of said east-west alley, thence southerly along said west line of Lot 45 extended to the intersection with the center line of West 63rd Place, thence easterly along the center line of West 63rd Place to the center line of South Kedzie Avenue, thence southerly along said center line of South Kedzie Avenue to the intersection with the south line of Lot 36 in Block 4 of J. A. Campbell's Subdivision of the North 1/2 of the Northwest 1/4 of Section 24-38-13 extended westward to the center line of South Kedzie Avenue, thence easterly along the south line of said Lot 36 to the intersection with the center line of the north-south alley first east of South Kedzie Avenue, thence northward along said center line to the intersection with the center line of the east-west alley first south of West 63rd Street, thence easterly along said center line to the center line of South Troy Street, thence northerly along the center line of South Troy Street to the point of beginning, all in the West 1/2 of the Southwest 1/4 of Section 13, Township 38, Range 13, the East 1/2 of the Northeast 1/4 of Section 23, Township 38, Range 13 and the West 1/2 of the Northwest 1/4 of Section 24, Township 38, Range 13 in the City of Chicago, County of Cook and the State of Illinois.

SECTION 2. This ordinance shall be effective immediately upon the passage thereof.

*Redevelopment Plan for 63rd-Kedzie Blighted
Commercial Area.*

WHEREAS, Section 15.1 of the Municipal Code of the City of Chicago, hereinafter referred to as the Code, authorizes the Commercial District Development Commission of the City of Chicago, hereinafter referred to as the Commission, to designate an area within the City of Chicago which is eligible as a Blighted Commercial Area as defined in Section 15.1-1 (d) of the Code, as a Blighted Commercial Area; and

WHEREAS, The Commission approved the designation of the 63rd-Kedzie Blighted Commercial Area on April 15, 1986 by Resolution 86-CDDC-5; and

WHEREAS, The City Council of the City of Chicago has approved said designation; and

WHEREAS, Section 15.1-5 of the Code requires the Commission to cause a Redevelopment Plan as defined in Section 15.1-1 (f) of the Code to be prepared; and

WHEREAS, The staff of the Department of Economic Development, hereinafter referred to as the Department, had conducted studies and has prepared a Redevelopment Plan for the 63rd-Kedzie Blighted Commercial Area, hereinafter referred to as the Plan, and has presented said Plan to the Commission; and

WHEREAS, The Commission approved said Plan on April 15, 1986 by Resolution 86-CDDC-6; and

WHEREAS, The Council has received a certified copy of said Resolution together with the Plan and the recommendations of the Department regarding said Plan; and

WHEREAS, The Council has studied said Plan and recommendations and finds the Plan to be in accord with Section 15.1-1 (f) of the Code and with contemporary planning principles; now, therefore,

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

SECTION 1. The Redevelopment Plan for the 63rd-Kedzie Blighted Commercial Area is hereby approved.

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

APPROVAL GIVEN TO DESIGNATION OF MADISON-CICERO
BLIGHTED COMMERCIAL AREA.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 14, 1986) authorizing the Mayor to approve:

the designation of the Madison-Cicero Blighted Commercial Area, as adopted by the Commercial District Development Commission by Resolution No. 86-CDDC-3 on March 18, 1986.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and 1 objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Section 15.1 of the Municipal Code of the City of Chicago, hereinafter referred to as the Code, authorizes the Commercial District Development Commission, hereinafter referred to as the Commission, to designate an area within the City of Chicago as a Blighted Commercial Area; and

WHEREAS, The staff of the Department of Economic Development, has conducted investigations, studies and surveys of the Madison-Cicero Area and has presented the results of said investigations, studies and surveys to the Commission; and

WHEREAS, The results of the above investigations, studies and surveys show that the Madison-Cicero Area is eligible as a Blighted Commercial Area as defined in Section 15.1(d) of the said Code; and

WHEREAS, The Commission designated the Madison-Cicero Area as a Blighted Commercial Area by Resolution N. 86-CDDC-3 on March 18, 1986; and

WHEREAS, The City Council has received a certified copy of the aforesaid Resolution, together with the recommendations of the Commission regarding said designation; and

WHEREAS, The City Council of the City of Chicago desires to evidence its approval of the Designation of the Madison-Cicero Area as a Blighted Commercial Area; now, therefore,

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

SECTION 1. Having been advised that the Commercial District Development Commission, by Resolution 86-CDDC-3 dated March 18, 1986 has determined that the Area described below is a Blighted Commercial Area, said designation is hereby approved:

Beginning at the intersection of the centerlines of West Madison Street and N. Laramie Avenue, thence north along the centerline of North Laramie Avenue to the point of intersection with the centerline extended westerly of the first East-West alley north of West Madison Street; thence easterly along said centerline extended across LeClaire Avenue, Lavergne Avenue, and Lamon Avenue to the point of intersection with the west line extended southerly of Parcel 16-39-428-016 in Block 12 of Derby's Subdivision of the east 1/2 of the south-east 1/4 of Section 9-39-13; thence north along said west line extended to the point of intersection with the centerline of West Washington Street, thence east along said centerline extended across North Cicero Avenue to the point of intersection with the east line extended northerly of Parcel 39-13-328-030 in Block 40 of West Chicago Land Company's Subdivision of the South 1/2 of Section 10-39-13; thence south along said east line extended to the point of intersection with the centerline of the first East-West alley north of West Madison Street; thence east along said centerline to the point of intersection with the West line extended south of Parcel 16-13-329-007 in West Chicago Land Company's Subdivision of the South 1/2 of Section 10-39-13; thence north along said West line extended northerly to the point of intersection with the centerline of West Washington Street; thence east along said centerline to the point of intersection with the west line of the Chicago and Northwestern Railroad right-of-way; thence south along said west-line to the point of intersection with the centerline of the first East-West alley south of West Madison Street; thence west along said centerline extended across Kilpatrick Avenue, to the point of intersection with the centerline of South Cicero Avenue; thence south along said centerline to the point of intersection with the centerline of West Monroe Street; thence west along said centerline to the point of intersection with the centerline extended southerly of the first North-South alley west of South Cicero Avenue; thence north along said centerline to the point of intersection with the centerline of the first East-West alley south of West Madison Street; thence westerly along said centerline extended across Lavergne and Leamington Avenues to the point of intersection with the centerline of South Laramie Avenue; thence north along said centerline to the point of beginning, in the City of Chicago, County of Cook, State of Illinois.

SECTION 2. This ordinance shall be effective immediately upon the passage thereof.

APPROVAL GIVEN TO SALE OF PARCEL R-2(N) IN
COMMERCIAL DISTRICT DEVELOPMENT
PROJECT CLYBOURN-OGDEN.

The Committee on Housing submitted the following report.

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 30, 1986) authorizing the Mayor to approve:

the sale of Parcel R-2(N) in Commercial District Development Project Clybourn-Ogden to Father and Son Pizzeria, as adopted by the Commercial District Development Commission by Resolution No. 86-CDDC-7 on April 15, 1986.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and one objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Clybourn-Ogden heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposed to accept an offer to purchase a certain parcel of land, made by Father and Son Pizzeria, Inc., as set forth in Resolution No. 86-CDDC-7, adopted by the Commission on April 15, 1986, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago, for its approval; and

WHEREAS, The City Council has considered the said Resolution, the redevelopment proposed and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project Clybourn-Ogden, as identified on a Disposal Parcel Map for said Project is hereby approved as follows:

Purchaser	Parcel	Square Feet	Sq. Ft. Price	Total Price
Father and Son Pizzeria, Inc.	R-2(N)	56,377.63	\$8.86 +	\$500,000.00

Parcel R-2(N) is located at the southwest corner of West North Avenue and North Clybourn Avenue.

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

APPROVAL OF AMENDMENT NO. 4 TO REDEVELOPMENT PLAN FOR
CLYBOURN-OGDEN BLIGHTED COMMERCIAL AREA
REDEVELOPMENT PROJECT.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on June 25, 1986) authorizing the Mayor to approve:

Amendment No. 4 to the Redevelopment Plan for Clybourn-Ogden Blighted Commercial Area Redevelopment Project. The Amendment would provide for a change in the Land Use Plan from "Residential" to "Commercial".

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and 1 objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago has approved the Clybourn-Ogden Redevelopment Plan including Amendments 1, 2 and 3 on December 20, 1967, July 13, 1977, April 5, 1978 and September 13, 1978, respectively; and

WHEREAS, The Commercial District Development Commission of the City of Chicago approved Amendment No. 4 to the Clybourn-Ogden Redevelopment Plan by Resolution No. 86-CDDC-9 on May 20, 1986; and

WHEREAS, The City Council has studied said Resolution 86-CDDC-9 of the Commercial District Development Commission and finds that the change from residential to business, retail and service uses in Disposition Parcel R-2(N) is consistent with the objectives of the Clybourn-Ogden Redevelopment Plan and is in accord with modern planning principles; and

WHEREAS, The City Council of the City of Chicago wishes to evidence its approval of Amendment No. 4 to the Clybourn-Ogden Redevelopment Plan; now, therefore,

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

SECTION 1. Amendment No. 4 to the Redevelopment Plan for the Clybourn- Ogden Blighted Commercial Area Redevelopment Project is hereby approved.

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

AUTHORITY GRANTED FOR SALE OF PARCEL M-5
IN COMMERCIAL DISTRICT PROJECT
ROOSEVELT-HALSTED.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 29, 1986) authorizing the Mayor to approve:

the sale of Parcel M-5 in Commercial District Project Roosevelt-Halsted to 14th and Halsted Associates, as adopted by the Commercial District Development Commission by Resolution No. 86-CDDC-12.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 3 members of the committee, with no dissenting vote, and one objection. Alderman Bloom excused himself from voting.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Roosevelt-Halsted heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by 14th & Halsted Associates, as set forth in Resolution No. 86-CDDC-12, adopted by the Commission on June 17, 1986, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The City Council has considered the said Resolution, the redevelopment proposed and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project Roosevelt-Halsted, as identified on a Disposal Parcel Map for said Project is hereby approved as follows:

Purchaser	Parcel	Square Feet	Sq. Ft. Price	Total Price
14th & Halsted Associates	M-5	81,191.3	\$4.25	\$345,063.02

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

Parcel M-5 is legally described as follows:

Lots 2 through 17 (except that part of Lot 2 taken for street) also all of the alley lying east of and adjoining Lots 2 through 17, as described herein, all in the west half of Block 20 in Baron's Subdivision in Brand's Addition to Chicago, being east half of the northeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Also,

The east half of Block 20 (except that part taken for street) in Brand's Addition to Chicago, aforesaid, also described as lots 1 through 9 in Assessor's division of the east half of Block 20.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest, a Contract for the Sale of Land and Redevelopment and a deed of conveyance for the property described in Section 1, above.

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

AUTHORITY GRANTED FOR SALE OF PARCEL 4-B
COMMERCIAL DISTRICT DEVELOPMENT
PROJECT MADISON-RACINE.

The Committee on Housing submitted the following report.

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 14, 1986) authorizing the Mayor to approve:

the sale of Parcel 4-B in Commercial District Development Project Madison-Racine to Jahn & Ollier Graphic Communications Div. Techtron Graphic Arts, Inc., as adopted by the Commercial District Development Commission by Resolution No. 84-CDDC-29 on August 24, 1984.

We recommend that your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and one objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed.

WHEREAS, The Redevelopment Plan for Project Madison-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by Jahn & Ollier Graphic Communications Div. Techtron Graphic Arts, Inc. as set forth in Resolution No. 84-CDDC-29, adopted by the Commission on August 21, 1984, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago, for its approval; and

WHEREAS, The City Council has considered the said Resolution the redevelopment proposed and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project Madison-Racine, as identified on a Disposal Parcel Map for said Project is hereby approved as follows:

Purchaser	Parcel	Sq. Ft. Price	Total Price
Jahn & Ollier Graphics Communication Div. Techtron Graphic Arts Inc.	4-B	\$2.18 +	\$27,700.44

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

AUTHORITY GRANTED FOR RECONVEYANCE OF AND
AMENDED AGREEMENT FOR REDEVELOPMENT
OF PARCEL 9 IN PROJECT
MADISON-RACINE.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 14, 1986) authorizing the Mayor to approve:

the reconveyance and amended agreement for the redevelopment of Parcel 9 Project Madison-Racine from Litsinger Motor Company to OPUS Corporation, as adopted by the Commercial District Development Commission by Resolution No. 86-CDDC-1 on January 21, 1986.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and one objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, heretofore entered into a Redevelopment Agreement with Litsinger Motor Company for the sale and redevelopment of Parcel 9 in Project Madison-Racine; and

WHEREAS, Pursuant thereto, the city conveyed Parcel 9 to said Litsinger Motor Company on January 20, 1981; and

WHEREAS, Litsinger Motor Company did not redevelop said parcel within the time periods and in accordance with the terms of said contract; and

WHEREAS, Litsinger Motor Company has submitted the costs related to the reconveyance to the Commercial District Development Commission for review and has indicated that there is no speculative profit to be derived from said reconveyance; and

WHEREAS, OPUS Corporation has submitted site plans to the Commercial District Development Commission for the development of the proposed site and said plans have been approved; and

WHEREAS, OPUS Corporation has agreed to enter into an agreement with the City of Chicago for the redevelopment of said Parcel 9 in Project Madison- Racine as set forth in

Resolution No. 86-CDDC-1 adopted by the Commission on January 21, 1986, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago, for its approval: and

WHEREAS, The City Council has considered the said Resolution, the redevelopment proposed and the indicated reconveyance of said parcel of land as provided therein, and it is the sense of the City Council that the reconveyance is satisfactory and should be approved: now, therefore,

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

SECTION 1. That the reconveyance of Parcel 9 in Commercial District Development Commission Project Madison-Racine (identified on a disposition parcel map for same project) is hereby approved.

SECTION 2. That the terms and conditions of Commercial District Development Commission Resolution 86-CDDC-1, adopted January 21, 1986, are approved.

SECTION 3. That the Mayor is authorized to execute and the City Clerk to attest an amended Redevelopment Agreement (Termination Agreement) between Litsinger Motor Company, its successors and assigns and the City of Chicago for said Parcel 9.

SECTION 4. That the Mayor is authorized to execute and the City Clerk to attest a contract with OPUS Corporation for the redevelopment of said Parcel 9, Project Madison-Racine.

SECTION 5. That this ordinance be effective immediately upon the passage thereof.

APPROVAL OF SALE OF PARCEL 9-B IN LINCOLN PARK
CONSERVATION AREA.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 29, 1986) authorizing the Mayor to approve:

the sale of land in the Lincoln Park Conservation Area, (Parcel 9-B, (Phases II and III), southern two-thirds of the block bounded by West Eugenie Street, North Mohawk Street, West North Avenue and North Larrabee Street), as adopted by the Department of Urban Renewal by Resolution No. 86-DUR-33 on June 24, 1986.

We recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee with no dissenting vote, and 1 objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan, as amended, for the Lincoln Park Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the office of the Department of Housing, and as set forth in Resolution 86-DUR-33, adopted by the Department of Urban Renewal on June 24, 1986, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for the approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, Parcel 9-B (Phases II and III), is generally described as the southern two-thirds of the block bounded by West Eugenie Street, North Mohawk Street, West North Avenue, and North Larrabee Street and contains 87,712.6 square feet; and

WHEREAS, Parcel 9-B (Phases II and III) in the Lincoln Park Conservation Area will be developed with 54 residential units in conformance with the Lincoln Park Project I Urban Renewal Plan, as amended; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Lincoln Park Conservation Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Horwitz- Matthews, Inc.	9-B(Phases II & III)	87,712.6	\$20.07	\$1,760,000.00

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest, a Contract for the sale of land and Redevelopment and a deed of conveyance for the property described in Section 1 above.

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

APPROVAL OF AMENDMENT NO. 13 TO LINCOLN PARK
PROJECT I URBAN RENEWAL PLAN, IN LINCOLN
PARK CONSERVATION AREA.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 30, 1986) authorizing the Mayor to approve:

Amendment No. 13 to the Lincoln Park Project I Urban Renewal Plan, in the Lincoln Park Conservation Area. This Amendment is to change the land use from "Institutional Use" to "Medium Density Residential Use". This change would allow the construction of thirty housing units on the site.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and 1 objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Lincoln Park Project I Urban Renewal Plan, as amended; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 86- DUR-30, adopted on May 13, 1986, approved Plan Amendment No. 13 to said Plan, which Amendment is attached hereto; and

WHEREAS, Amendment No. 13 would provide for a change in land use requirements which would permit Medium Density Residential use; and

WHEREAS, The City Council has reviewed Amendment No. 13, and it is the sense of the City Council that the Plan, as amended, constitutes an Urban Renewal Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning; and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 13 to the Lincoln Park Project I Urban Renewal Plan, as amended, for the Lincoln Park Project I area in the Lincoln Park Conservation Area, dated May, 1986, which is incorporated herein by this reference, is hereby approved.

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

APPROVAL OF SALE OF PARCEL 33-B IN LINCOLN PARK
CONSERVATION AREA.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 29, 1986) authorizing the Mayor to approve:

the sale of Parcel 33-B in the Lincoln Park Conservation Area to Prairie Development Ltd., under an Illinois Business Association known as Dickens Pointe Venture, as adopted by the Department of Urban Renewal by Resolution No. 86-DUR-46 on July 15, 1986.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and 1 objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan, as amended, for the Lincoln Park Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution 86-DUR-46, adopted by the Department of Urban Renewal on July 15, 1986, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, Parcel 33-B is located at the southeast corner of North Lincoln Avenue and North Cleveland at their intersection with West Dickens and contains 25,334.3 square feet; and

WHEREAS, Parcel 33-B in the Lincoln Park Conservation Area will be developed with 10 residential units in conformance with the Lincoln Park I Urban Renewal Plan, as amended; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Lincoln Park Conservation Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Prairie Development Ltd. under an Illinois Business Association Known as Dickens Pointe Venture	33-B	25,344.3	\$27.62	\$700,000.00

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest, a redevelopment agreement and a deed of conveyance for the property described in Section 1 above.

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

AUTHORIZATION FOR RELOCATION OF EASEMENT IN
LINCOLN PARK CONSERVATION AREA.

The Committee on Housing submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 30, 1986) authorizing the Mayor to approve:

the relocation of an easement in Lincoln Park Conservation Area and revision of its legal description.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 4 members of the committee, with no dissenting vote, and one objection.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, On July 15, 1971, the City of Chicago deeded, by Quitclaim Deed recorded in Cook County as Document No. 21,696,349, to Ralph Anderson and Leo J. Zari, the property legally described as follows:

A tract of land which includes portions of lots taken for the opening of Ogden Avenue described as part of Lots 14, 15, 18, the 10 foot alley North of and adjoining said Lot 15 and the 40-foot street (Lonergan Street) lying East of the adjoining Lot 15, all in Lonergan's Subdivision of the south 2 acres of Block 39 in Canal Trustees Subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian; Also said tract includes part of Lot 1 in the Subdivision of Lots 19, 20, and 21 in Armstrong's Subdivision of the North 3 acres and Lots 16 and 17 in Lonergan's Subdivision of the south 2 acres of Block 39 in Canal Trustees Subdivision aforesaid; all of the above being taken as one tract, bounded and described as follows: Commencing at the Southwest corner of Lot 22 in Lonergan's Subdivision, aforesaid, thence West along the North line of W. Wisconsin Street and said North line extended, a distance of 83.61 feet to a line that is 50 feet East of and parallel to the West line of N. Orleans Street, extended North; thence North along said parallel line, a distance of 100.76 feet to its intersection with a line that is 44 feet Southeasterly of and parallel to the Northwesterly line of Ogden Avenue as opened by ordinance of the City Council; thence Northeasterly along said line which is 44 feet Southeast of and parallel to the Northwesterly line of Ogden Avenue, as opened, a distance of 94.83 feet to the Southwesterly line of N. Lincoln Avenue, as extended; thence Southeasterly along the Southwesterly line of N. Lincoln Avenue, extended, a distance of 64.36 feet to the Southeasterly line of N. Ogden Avenue, as opened; thence Southwesterly along the Southeasterly line of N. Ogden Avenue, as opened, to the West line of Lot in Lonergan's Subdivision aforesaid; thence South along the West line of Lots 18, 19, 20, 21 and 22 in said Lonergan's Subdivision, to the place of beginning.

WHEREAS, In this deed, the City of Chicago reserved an easement for access and egress legally described as follow:

"a twenty-foot easement West of and abutting the Westerly line of Lots 18 and 22, in Lonergan's Subdivision for access and egress to Lincoln Avenue and Wisconsin Street";

WHEREAS, The legal description for said easement did not provide access and egress to Lincoln Avenue and Wisconsin Street and the parties desire to correct such legal description to comply with the original intention of the parties; now, therefore,

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

SECTION 1. An easement agreement between the City of Chicago and the title owners to the property abutting said easement substantially in the form attached to and made a part hereof is hereby approved.

SECTION 2. The Mayor is authorized to execute and the City Clerk to attest such instrument.

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

Easement Relocation Agreement attached to this ordinance reads as follows:

Easement Relocation Agreement.

This Easement Relocation Agreement is made this _____ day of _____, 1986, by and between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter referred to as "City"), Ogden Mall Limited Partnership, an Illinois Limited Partnership (hereinafter referred to as "Ogden") and LaSalle National Bank, Not Individually, But Solely As Trustee under Trust Agreement dated July 12, 1957, and known as Trust Number 20566 (hereinafter referred to as "LaSalle").

Recital.

Ogden holds title in fee simple to the property legally described on Exhibit A, attached hereto and made a part hereof (the "Ogden Property"). LaSalle holds the title in fee simple to the property legally described on Exhibit B, attached hereto and made a part hereof, (the "LaSalle Property"). City, by reason of a reservation in Quitclaim Deed from City to Ralph Anderson and Leo J. Zari, dated October 5, 1971 filed for recording on October 8, 1971, and thereafter recorded in the office of the Recorder of Deeds of Cook County, Illinois, as document number 21662729 (hereinafter referred to as the "Reservation Deed") which Reservation Deed was subsequently corrected by a Quitclaim Deed from the City of Chicago to Ralph Anderson and Leo J. Zari, dated July 15, 1971, filed for recording on November 2, 1971 and thereafter recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 21696349, (hereinafter referred to as the "Correction Deed") holds title to an easement over the Ogden Property, said easement being legally described in said Deeds as follows:

A twenty foot easement West of and abutting the Westerly line of lots 18 to 22, in Lonergan's Subdivision for access and egress to Lincoln Avenue and Wisconsin Street (hereinafter referred to as the "Prior Easement")

The purpose of the reservation of said easement by City was to provide access to the LaSalle Property along its common boundary with the Ogden Property.

City, Ogden and LaSalle agree that the legal description of the Prior Easement in the Reservation Deed and in the Correction Deed constituted an incorrect description of the easement intended to be created by said reservation. By this Agreement, the parties intend to abrogate and extinguish the Prior Easement, and to re-locate said easement to its intended location by the creation of a new easement.

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

1. City does hereby grant and convey to Ogden and its successors and assigns, all of its right, title and interest in and to the Prior Easement.

2. Ogden does hereby grant and convey to City, subject to the provisions of this agreement, a perpetual and non-exclusive easement for the purpose of access and egress to Lincoln Avenue and Wisconsin Street for the benefit of the LaSalle Property in, over, upon and across that portion of the Ogden Property legally described as follows:

A tract of land which includes portions of lots taken for the opening of Ogden Avenue and the 40 foot street (Lonerger Street) bounded and described as follows:

Beginning at the intersection of the Southwesterly line of North Lincoln Avenue and the Southeasterly line of North Ogden Avenue as opened; thence Southwesterly along the Southeasterly line of North Ogden Avenue as opened, 34.39 feet, to the East line of Lonerger Street aforesaid; said East line also the West line of Lots 18 to 22, both inclusive, in Lonerger Subdivision of the South two acres of Block 39 in Canal Trustee's Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian; thence South along said East line of Lonerger Street 102.18 feet to the North line of West Wisconsin Street; thence West along said North line West Wisconsin Street 20 feet; thence North 20 feet West of and parallel with said East line of Lonerger Street to a point that is 20 feet Northwesterly of the Southwesterly extension of said Southeasterly line of Ogden Avenue as opened; thence Northeasterly along the line that is 20 feet Northwesterly of and parallel with said Southwesterly line of Ogden Avenue as opened to the Southwesterly line of North Lincoln Avenue aforesaid; thence Southeasterly along said Southwesterly line of North Lincoln Avenue, to the place of beginning, all in Cook County, Illinois. (Hereinafter referred to as the "New Easement")

3. It is the intent of the parties that the grants contained in Paragraphs 1 and 2 of this Agreement shall have the effect of relocating the easement reserved by the City of Chicago in the Reservation Deed and in the Correction Deed from the location of the Prior Easement to the location of the New Easement as depicted on the Plat of Survey attached hereto as Exhibit C and made a part hereof. Except for such relocation, all of the rights and obligations of all of the parties to this agreement with respect to the New Easement shall be and remain the same as the rights and obligation of all of the parties to this agreement with respect to the Prior Easement.

4. City and LaSalle hereby agree and acknowledge that all of the improvements currently existing within the boundaries of the New Easement, as depicted on the Plat of Survey attached hereto and made a part hereof, are hereby approved and permitted, and may be maintained by Ogden, its successors and assigns upon the New Easement. Said improvements include, without limitation, black top pavement, brick walls, concrete walks, stairs and fences.

5. City and LaSalle hereby agree that Ogden, its successors and assigns, may at its option, construct and maintain an automatic gate across the easement premises for the purpose of limiting vehicular access to the parking lot on the Ogden Property; provided, however that:

(a) Ogden, its successors and assigns shall, for as long as said gate is maintained upon the New Easement, provide the owners of the LaSalle Property with the means to operate said gate;

(b) The gate shall be constructed in a location and manner which will permit vehicular access to the existing garage on the southwest corner of the LaSalle Property without the necessity of operating the gate; and

(c) The gate shall be constructed in such a manner that it will not interfere with pedestrian access from Wisconsin Street onto and across the New Easement.

6. Ogden and LaSalle hereby agree that the Easement Agreement between them dated _____ filed for recording _____, and thereafter recorded in the Office of the Recorder of Deeds of Cook County, be, and the same is hereby terminated, and that the easement granted therein be, and the same is hereby, terminated and extinguished.

7. The covenants and conditions contained in this Agreement shall run with the land, both as a benefit and burden, and shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.

In Witness Whereof, the parties have executed this Agreement on the date set forth opposite their signatures.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)

)

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the General Partner of Ogden Mall Limited Partnership, an Illinois Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and being first duly sworn by me stated that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited partnership, in the capacity and for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1986.

Notary Public

My Commission Expires _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the Vice President and Assistant Secretary of LaSalle National Bank and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument and caused the corporate seal of said corporation to be affirmed thereto, as their free and voluntary act, and as the free and voluntary act of said corporation, in the capacity and for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1986.

 Notary Public

My Commission Expires _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the _____ of the City of Chicago, a municipal corporation, and _____, personally known to me to be the _____ of the City of Chicago, a municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me severally acknowledged that as such _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as their free and voluntary set, and as the free and voluntary act and deed of said corporation, for the uses and purposes set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1986.

 Notary Public

My Commission Expires _____

Exhibit A.

A tract of land (which includes portions of lots taken for the opening of Ogden Avenue by condemnation proceedings had in Case No. 42162Co and said Ogden Avenue having subsequently been vacated by Ordinance, a copy of which was recorded November 13, 1969, as Document No. 21,012,200), described as:

Part of Lots 14, 15, 18, the 10 foot alley North of and adjoining said Lot 15 and the 40 foot street (Lonerger Street) lying East of and adjoining Lot 15, all in Lonerger's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, also said tract includes part of Lot 1 in the Subdivision of Lots 19, 20, and 21 in Armstrong's Subdivision of the North 3 acres and Lots 16 and 17 in Lonerger's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision, aforesaid, all of the above being taken as one tract, bounded and described as follows:

Commencing at the Southwest corner of Lot 22 in Lonerger's Subdivision, aforesaid; thence West along the North line of West Wisconsin Street, and said North line extended, a distance of 83.61 feet to a line that is 50 feet East of and parallel to the West line of North Orleans Street, extended North; thence North along said parallel line, a distance of 100.76 feet to its intersection with a line that is 44 feet Southeasterly of and parallel to the Northwesterly line of Ogden Avenue, as opened by Ordinance of the City Council; thence Northeasterly along said line which is 44 feet Southeast of and parallel to the Northwesterly line of Ogden Avenue, as opened, a distance of 94.83 feet to the Southwesterly line of North Lincoln Avenue, as extended; thence Southeasterly along the Southwesterly line of North Lincoln Avenue, extended, a distance of 64.36 feet to the Southeasterly line of North Ogden Avenue, as opened; thence Southwesterly along the Southeasterly line of North Ogden Avenue, as opened, to the West line of Lot 18 in Lonerger's Subdivision, aforesaid; thence South along the West line of Lots 18, 19, 20, 21, and 22 in said Lonerger's Subdivision to the place of beginning, in Cook County, Illinois.

Exhibit B.

Lot 18 (except the part taken for street) and all of Lots 19 to 22, inclusive, in Lonerger's Subdivision of the South 2 acres of Block 39 in the Canal Trustee's Subdivision of the North Half of the North Half of the SE. 1/4 and the East Half of the SW. 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

[Exhibit C (Plat of Survey) included in
this Agreement printed on page
33211 of this Journal.]

COMMITTEE ON LOCAL TRANSPORTATION.

AUTHORITY GRANTED FOR CONSTRUCTION OF CHICAGO TRANSIT AUTHORITY SUPERVISOR BOOTHS AT DESIGNATED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 25, 1986) for the construction of C.T.A. supervisor booths at designated locations within the public right-of-way within the City of Chicago in accordance with the provisions of the ordinance, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

Street	at	Intersection	Direction	Ward
N. Damen Avenue		N. Milwaukee Avenue	SB	32
S. Ashland Avenue		W. Madison Street	SB	27
S. State Street		W. Congress Parkway	SB	1
N. Pulaski Road		W. North Avenue	SB	31
S. Canal Street		W. Adams Street	SB	27
S. Michigan Avenue		E. Jackson Boulevard	SB	1
E. Chicago Avenue		N. Michigan Avenue	EB	42
N. Cicero Avenue		N. Chicago Avenue	NB	37
N. Central Avenue		W. Lake Street	NB	29
W. 87th Street		S. Vincennes Avenue	EB	21
W. Chicago Avenue		N. State Street	EB	42

This recommendation was concurred in unanimously by the members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Chicago Transit Authority has determined by the experience the necessity of stationing supervision at various locations to monitor bus operation; and

WHEREAS, The Chicago Transit Authority has determined by experience that booths for convenience and protection of its supervisors are invaluable; and

WHEREAS, The Chicago Transit Authority has selected as site locations where other means of shelter are inadequate; and

WHEREAS, The number of bus routes was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of supervisor booths at the following locations within the public right-of-way of the City of Chicago is hereby approved:

Street	at	Intersection	Direction	Ward
N. Damen Avenue		N. Milwaukee Avenue	SB	32
S. Ashland Avenue		W. Madison Street	SB	27
S. State Street		W. Congress Parkway	SB	1
N. Pulaski Road		W. North Avenue	SB	31

Street	at	Intersection	Direction	Ward
S. Canal Street		W. Adams Street	SB	27
S. Michigan Avenue		E. Jackson Boulevard	SB	1
E. Chicago Avenue		N. Michigan Avenue	EB	42
N. Cicero Avenue		N. Chicago Avenue	NB	37
N. Central Avenue		W. Lake Street	NB	29
W. 87th Street		S. Vincennes Avenue	EB	21
W. Chicago Avenue		N. State Street	EB	42

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Streets and Sanitation Bureau of Streets, for work necessary to install and maintain the supervisor booths.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expenses associated with the installation, maintenance, removal or relocation of the supervisor booths.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance and removal of the supervisor booths.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the supervisor booths at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Streets and Sanitation.

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

ESTABLISHMENT OF TAXICAB STAND NO. 565 ON
PORTION OF NORTH RUSH STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on July 29, 1986) for the establishment of Taxicab Stand No. 565 on N. Rush Street, along the east curb, from a point 30 feet south of the south building line of E. Erie Street to a point 60 feet south thereof -- 3 vehicles, begs leave to recommend

that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 565

On North Rush Street, along the east curb from a point 30 feet south of the south building line of East Erie Street to a point 60 feet south thereof, -- 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading and unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

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

ESTABLISHMENT OF TAXICAB STAND NO. 564 ON PORTION
OF WEST ADAMS STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, August 25, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 25, 1986) for the establishment of Taxicab Stand No. 564 on W. Adams Street, along the south curb, from a point 83 feet west of the west curb line of N. State Street to a point 64 feet west thereof -- 3 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 564

On West Adams Street, along the south curb from a point 83 feet west of the west curb line of State Street to a point 64 feet west thereof -- 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading and unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

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

AUTHORITY GRANTED FOR ERECTION OF BUS
PASSENGER SHELTERS AT SUNDRY
LOCATIONS.

The Committee on Local Transportation submitted three proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the erection of bus passenger shelters with bench amenities at various locations.

On separate motions made by Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

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

*Southeast Corner of North Milwaukee Avenue and
West Lawrence Avenue -- Northbound.*

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter with bench amenity on the southeast corner of N. Milwaukee Avenue and W. Lawrence Avenue for northbound traffic only.

*Southeast Corner of North Milwaukee Avenue and
West Montrose Avenue -- Northbound.*

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter with bench amenity on the southeast corner of N. Milwaukee Avenue and W. Montrose Avenue for northbound traffic only.

*Southwest Corner of North Austin Avenue and
West Higgins Avenue -- Westbound.*

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter with bench amenity on the southwest corner of N. Austin Avenue and W. Higgins Avenue for westbound traffic only.

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 November 6 and 20, December 11, 1985, March 12, April 9 and 16, May 14, June 25, July 9 and 29, 1986) twenty-seven proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

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

Adventurers Club.

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

SECTION 1. Permission and authority are hereby given and granted Adventurers Club upon the terms and conditions of this ordinance to construct and maintain an exhaust duct 30 inches by 24 inches approximately 20 feet above alley grade to the roof in rear of premises located at 300 W. Grand Avenue. 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, 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 the 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 \$1,000,000.00 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(s) 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 consequences 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.

Ascot Associates.

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

SECTION 1. Permission and authority are hereby given and granted to Ascot Associates upon the terms and subject to conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge approximately five (5) feet in width and eight feet in height over and across the n/s 20 foot public alley between S. Michigan and S. Wabash Avenues, eleven (11) feet south of south line of E. 11th Street, connecting 51 E. 11 Street with 83 E. 11th Street; also to maintain an overhang forty-one (41) feet in length and twenty-three (23) feet in width over said alley, attached to building at 51 E. 11th Street; for a period of five (5) years from and after September 28, 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for

the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, 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 \$1,000,000.00 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(s) 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 consequences 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.

Aurelio's Pizza and Croissant and Company.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Aurelio's Pizza, 220 S. State Street, 544 square feet total area, Monday through Saturday, 11:00 A.M. to 5:00 P.M., Compensation: \$762.00

Croissant & Company, 203 N. Wabash, 142 square feet total area, Monday through Saturday, 8:00 A.M. to 7:00 P.M., Compensation: \$551.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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 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.

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 for good cause 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 Public Works and in accordance with 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 bonding 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 and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. 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, including public liability and property damage and

dramshop liability 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 Consumer Services 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 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 any and all 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 expenses, including any dramshop liability, 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, 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 and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Blackie's, Diva and The Sequel.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantees, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Blackie's, 755 S. Clark Street, 160 square feet total area, Sunday through Saturday, 8:00 A.M. to 3:30 P.M., Compensation: \$224.00.

The Sequel, 418 S. Wabash Avenue, 344 square feet total area, Monday through Saturday, 11:00 A.M. to 10:00 P.M., Sunday, 12:00 Noon to 5:00 P.M., Compensation: \$482.00.

Diva, 525 W. Monroe Street, 832 square feet total area, Sunday through Friday, 11:00 A.M. through 9:00 P.M., Compensation: \$566.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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 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.

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 for good cause 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 Public Works and in accordance with 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 bonding company and the 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 and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. 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, including public liability and property damage and

dramshop liability 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 Consumer Services 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 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 any and all 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 expenses, including any dramshop liability, 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, 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 and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Catholic Bishop of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Catholic Bishop of Chicago, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a one story covered pedestrian bridge or passageway six feet six inches (6'6") in width, twelve (12) feet six (6) inches in height, extending over and across the east-west twenty (20) foot public alley north of W. Garfield Boulevard at a point twenty-seven (27) feet east of east line of S. Honore Street at a height not less than fifteen (15) feet nine (9) inches above alley grade. Also to maintain and use as now constructed a twelve (12) inch conduit over and across said east-west public alley at above mentioned location; for a period of five (5) years from and after July 26, 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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(s) 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 consequences 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.

Charles H. and Rachel M. Schwab Rehabilitation Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Charles H. and Rachel M. Schwab Rehabilitation Hospital, upon the terms and subject to the conditions of this ordinance to maintain and use as now installed a ten thousand (10,000) gallon fuel-oil tank eight (8) feet by twenty-six (26) feet ten (10) inches under the north/south sixteen-foot public alley in the rear of 1409 S. California Avenue; for a period of five years from and after January 17, 1986.

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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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 consequences 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.

Children's Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Children's Memorial Hospital upon the terms and subject to the conditions of this ordinance to install, maintain and use four (4) four (4) inch conduits to be used as one security conduit, one telephone conduit and two computer conduits, encased in a concrete envelope approximately twelve (12) inches by twelve (12) inches under and across N. Lincoln Avenue 427 feet northwesterly of centerline of N. Orchard Street at a depth of approximately thirty (30) inches, connecting an office building to the main hospital location known as 2300 Children's Plaza. 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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(s) 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.

Commercial National Bank of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Commercial National Bank of Chicago, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pipe trench for the purpose of conveying data communication for internal use between said corporation's computer center at 2420 W. Lawrence Avenue and the main building at 4810 N. Western Avenue and adjacent to its property located at 4800 N. Western Avenue. Said pipe trench is to be a depth of three (3') feet, and shall not exceed one foot six (1'6") inches in width; extending under and across the public alley for thirty-two (32') northwest from the rear of 2420 N. Lawrence Avenue, then northeast for a length of fifty-nine (59') feet to the rear of 4626 N. Western Avenue, then southeast to the rear of above grantee's main building at 4810 N. Western Avenue for a length of seventy-six (76') feet. Said privilege shall remain in effect for a period of five (5) years from and after February 11, 1986.

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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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(s) 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.

Commonwealth Edison Company.

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

SECTION 1. Permission and authority are hereby given and granted to Commonwealth Edison Company upon the terms and conditions of this ordinance to maintain and use two (2) security lighting poles in the public way adjacent to its offices at 2557 W. Congress Parkway. Said poles are placed on west side of S. Maplewood Avenue approximately one (1) foot east of property line of 2557 W. Congress Parkway and one hundred eighteen (118) feet, six (6) inches, and two hundred thirty eight (238) feet, six (6) inches south of north property line of said lot, respectively. Authority herein granted for a period of five (5) years from and after February 10, 1986.

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 to use the public way as herein granted the annual sum of Four Hundred Dollars (\$400.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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 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.

Frajoma, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Frajoma, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed an 8,000 gallon fuel-oil tank, seven (7) feet by thirty-two (32) feet, under the east-west public alley in the rear of the premises 1542-1566 W. Carroll Avenue; for a period of five (5) years from and after December 18, 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and

before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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(s) 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 and Bond 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.

F. W. Woolworth Company.

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

SECTION 1. Permission and authority are hereby given and granted to F. W. Woolworth Company, upon the terms and subject to the conditions of this ordinance to maintain and use vaulted sidewalk space adjacent to its property located at 676 N. Michigan Avenue. Said vaulted space shall exist under and along the Rush Street property lines of 676 N. Michigan Avenue for a total distance of fifteen point five (15.5) feet, at a width of seven (7) feet and at a depth of approximately ten (10) 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 to use the public way as herein granted the annual sum of One Thousand One Hundred Forty-four Dollars (\$1,144.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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(s) 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 consequences 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.

Golden Apple Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Golden Apple Restaurant, 2971 N. Lincoln, 900 square feet total area, Monday through Friday, 4:00 P.M. to 11:00 P.M., Saturday and Sunday, 9:00 A.M. to 11:00 P.M., Compensation: \$612.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 Consumer Services. 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 Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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 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.

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 for good cause 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 Public Works and in accordance with 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 bonding 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 and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. 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, including both public liability, property damage and

dramshop liability 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 Consumer Services 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 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 any and all 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 expenses including any dramshop liability, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Illinois Institute of Technology.

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Institute of Technology, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use an eight (8) inch concrete duct running under and across E. 31st Street at a point eighty (80) feet east of east line of S. State Street, as widened, thence entering private property of the grantee located at No. 12 E. 31st Street, said duct to be used for electrical service: for a period of five (5) years from and after December 19, 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, 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 the 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 and his decision as to the amount shall be final and binding. 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(s) 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 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, however, that 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.

JP's for Seafood and Gare St. Lazare.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

JP's for Seafood, 1800 N. Halsted, 180 Square feet, total area, Friday and Saturday, 6:00 P.M. to 10:00 P.M., Compensation: \$252.00.

Gare St. Lazare, 858 W. Armitage, 750 square feet, total area, Sunday through Thursday, 12:00 Noon to 10:30 P.M., Friday and Saturday, 12:00 Noon to 11:00 P.M., Compensation: \$510.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way 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 Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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 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.

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 for good cause 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 Public Works 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 bonding 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 and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount

upon demand. 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, including public liability, property damage and dramshop liability 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 Consumer Services 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 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 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 expenses, including any dramshop liability, 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, 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 and Bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

Larrabee-Dickens Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Larrabee-Dickens Corp. upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use five (5) balcony projections over the public way adjacent to the property at 357-367 North Canal Street and described as follows:

1. 367 N. Canal -- six (6) feet in height, depth two (2) feet, length four (4) feet, twelve (12) feet above grade.
2. 365 N. Canal -- eighteen (18) feet in height, depth two (2) feet, length twenty (20) feet, twelve (12) feet above grade.

3. 359 N. Canal -- twenty-two (22) feet in height, depth two (2) feet, length ten (10) feet, twelve (12) feet above grade.
4. 357 N. Canal -- twenty-two (22) feet in height, depth two (2) feet, length ten (10) feet, twelve (12) feet above grade.
5. 359-357 N. Canal -- nineteen (19) feet in height, depth two (2) feet, length ten (10) feet, thirty-five (35) feet above grade.
6. Also, a Driveway Occupation of Space. One area shall measure forty- three (43) feet in length and approximately three (3) feet in width. The other area shall measure forty (40) feet in length and three (3) feet in width. Approximate use to be 249 square feet of space.

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 to use the public way as herein granted the annual sum of Two Hundred Sixty-nine Dollars (\$269.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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(s) 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 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.

LaSalle National Bank, U/T 108841.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, U/T 108841, upon the terms and subject to the conditions of this ordinance to construct, maintain and use five bay windows and a canopy six (6) feet by six (6) feet, over the public right-of-way of W. Grand Avenue, associated with the existing building located at 512-520 N. Clark Street. Five bay windows, (one on top of another) over the W. Grand Avenue public right-of-way shall extend over the public right-of-way four (4) feet from the property line for a length of ten (10) feet each. 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, 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(s) 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.

Lissner Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Lissner Corporation, upon the terms and subject to the conditions of this ordinance, to occupy part of the space under the N. Ogden Avenue viaduct between N. North Branch Street and the North Branch of the Chicago River, containing ten thousand six hundred sixty-six (10,666) square feet of space, for the use of truck storage, for a period of five years from and after January 1, 1986. Any and all maintenance will be subject to regulations set forth by both the Commissioner of Streets and Sanitation and the Commissioner of Sewers.

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 to use the public way as herein granted the annual sum of Five Hundred Sixty Dollars (\$560.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in

Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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(s) 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.

Loyola University of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University of Chicago, upon the terms and subject to the conditions of this ordinance to install, maintain and use a stairway to facilitate ingress and egress to its property located at 6525 N. Sheridan Road. Said privilege shall be located forty (40) feet nine (9) inches east of a point one hundred fifty-four (154) feet six (6) inches east of the east line of N. Sheridan Road and two (2) feet six (6) inches north of the south line of W. Loyola Avenue. Dimensions of said stairway shall be two (2) feet six (6) inches in width and shall run for a total distance of forty (40) feet nine (9) inches. Said privilege shall exist by 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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(s) 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 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.

*Mondelli's Lounge, Incorporated, d/b/a Papa
Milano's for Foods.*

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and describe as follows:

Mondelli's Lounge, Inc., d/b/a Papa Milano's for Foods, 7 East Oak Street, 254 square feet total area, Sunday through Saturday, 12:00 Noon to 11:00 P.M., Compensation: \$457.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way 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 Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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 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.

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 Public Works and in accordance with 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 bonding 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 and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. 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, including public liability, property damage and dramshop liability 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 Consumer Services 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 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 any and all conditions further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Motor Club Building Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Motor Club Building Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a coal storage vault six (6) feet in length, four feet in width, and fifteen (15) feet in depth, with an iron grating level with the alley grade, located under the alley in the rear of 1921 S. Indiana Avenue; for a period of five (5) years from and after July 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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 be paid to the City Comptroller.

Sammie's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Sammie's Restaurant, 1139-1141 N. State Street, 360 square feet total area, Monday through Sunday, 10:00 A.M. to 11:00 P.M., Compensation: \$648.00

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way 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 Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of as stated in Section 1, in advance. 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 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.

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 for good cause 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 Public Works and in accordance with 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 bonding 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 and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. 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, including public liability, property damage and dramshop liability 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 Consumer Services, 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 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 any and all 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 expenses, including any dramshop liability, 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 and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Sears, Roebuck and Company.

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

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform on the south side of W. Arthington Street at a point four hundred four (404) feet west of west line of S. Homan Avenue. Said loading platform shall not exceed sixty-seven (67) feet in length, two (2) feet in width, nor four (4) feet in height for a period of five years from and after July 15, 1984.

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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for

the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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(s) 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 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, that 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.

70 East Lake Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to 70 East Lake Limited Partnership, upon the terms and subject to the conditions of this ordinance to construct and maintain a four sided kiosk indentifying the 70 E. Lake property and its vendors in the sidewalk of southeast corner of block occupied by 70 E. Lake building, bounded by Garland Court to the east and Lake Street to the south. Said kiosk shall be ten (10) feet base, by four (4) feet for (4) inches square. Authority herein granted for a period of five (5) years from and after date of passage and 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 to use the public way as herein granted the annual sum of Four Hundred Dollars (\$400.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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(s) 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 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, that 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.

Sisters of Saint Casimir of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The Sisters of Saint Casimir of Chicago, corporation upon the terms and subject to the conditions of this ordinance, to maintain and use a tunnel containing an eight-inch steam supply line and a three-inch return line under and across S. Washtenaw Avenue approximately five

hundred twenty (520) feet south of center line of W. Marquette Road, not more than three (3) feet in width nor three (3) feet in height; for a period of five (5) years from and after November 28, 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, 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 the 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(s) 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 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, that 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.

David and Theresa Snyder.

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

SECTION 1. Permission and authority are hereby given and granted to David and Theresa Synder, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a steel stairway, extending five (5) feet over and above an east-west public alley adjacent to the premises known as 1214 N. Astor Street. Said stairway shall be twenty-nine (29) feet in length and five (5) feet in width; emerging from the aforementioned premises at the third floor level, twenty-two (22) feet above alley grade, thence ascending to the fourth floor and thence to the roof. The purpose of this stairway is to provide access to the roof sundeck. The authority herein granted is for a period of five (5) years from and after February 11, 1986.

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 to use the public way as herein granted the annual sum of Four Hundred Six Dollars (\$406.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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(s) 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.

Union Carbide Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Union Carbide Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel under and across W. 65th Street at a point three hundred sixty-five (365) feet west of west line of S. Oak Park Avenue. Said tunnel shall not exceed ten (10) feet in width, nor seven (7) feet four (4) inches in height; for a period of five (5) years from and after December 28, 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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(s) 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.

Harold S. Zakroff.

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

SECTION 1. Permission and authority are hereby given and granted to Harold S. Zakroff, Sole Executor of the Estate of Charles S. Handelman, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a three (3) story covered pedestrian bridge, not exceeding twenty- one (21) feet in width with lowest portion not less than seventeen (17) feet above alley grade, over and across a n/s sixteen (16) foot alley connecting 2nd, 3rd and 4th floors of premises 1934 N. Washtenaw Avenue with corresponding floors of 1937 N. Fairfield Avenue. Also a one (1) story covered bridge, eleven (11) feet in height, nine (9) feet in width with lowest portion not less than fifteen (15) feet above alley grade, over and across an e/w sixteen (16) foot alley south of W. Armitage Avenue connecting 2nd floor of premises 2701 W. Armitage Avenue with corresponding floor of 1937 N. Fairfield Avenue; for a period of five (5) years from and after July 17, 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 to use the public way as herein granted the annual sum of Two Hundred Fifty Dollars (\$250.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if 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 the 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(s) 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 (August 15, November 6 and 20, December 11, 1985, April 16, 1986) fourteen 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

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

Andrew F. Becker: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Andrew F. Becker to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 6621 North Clark Street for a period of three (3) years from and after October 13, 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 24 feet in length, nor 7 feet in width: Upon the filing of the acceptance 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.

Cherie Bishop: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Cherie Bishop to maintain and use canopy over the public right of way in West Devon Avenue attached to the building or structure located at 1527 West Devon Avenue for a period of three (3) years from and after October 27, 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 8 feet in length, nor 4 feet in width: Upon the filing of the acceptance 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.

Chicago Ogden Building Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Chicago Ogden Building Corp. to maintain and use an existing canopy over the public right of way in West Chicago Avenue attached to the building or structure located at 1030 West Chicago Avenue for a period of three (3) years from and after August 3, 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 10 feet in length, nor 6 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.

Devon-Morseview Drugs, Incorporated: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Devon-Morseview Drugs, Incorporated to maintain and use a canopy over the public right of way in W. Devon attached to the building or structure located at 1358 W. Devon 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 40 feet in length, nor 5 feet in width. Upon the filing of the acceptance and payment of Sixty-five and no/100 Dollars (\$65.00) per annum, compensation provided for by ordinance 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.

Helmand Restaurant: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Helmand Restaurant to construct, maintain and use a canopy over the public right of way in North Halsted Street attached to the building or structure located at 3201 North Halsted Street 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 51 feet in length, nor 3 feet in width. Upon the filing of the acceptance, and bond and payment of Seventy-six and no/100 Dollars (\$76.00) 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.

Daniel G. Hurley: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Daniel G. Hurley to construct, maintain and use a canopy over the public right of way in West North Avenue attached to the building or structure located at 3620 West North 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 50 feet in length, nor 3 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.

*Lansdown Investors of Chicago, Incorporated,
d/b/a Limelight: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Lansdown Investors of Chicago, Incorporated, d/b/a Limelight to construct, maintain and use a canopy over the public right of way in North Dearborn Street attached to the building or structure located at 632 North Dearborn Street 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 8 feet in length, nor 21 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.

Math Igler's Casino, Incorporated: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Math Igler's Casino, Incorporated, to maintain and use an existing canopy over the public right of way in West Melrose Street attached to the building or structure located at 1627-1629 West Melrose Street for a period of three (3) years from and after August 3, 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 15 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.

National Bedding Company, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to National Bedding Company, Inc. to maintain and use an existing canopy over the public right of way in West Fullerton Avenue attached to the building or structure located at 3716 W. Fullerton Avenue for a period of three (3) years from and after February 28, 1985 in accordance with the 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 3 feet in width: Upon the filing of the acceptance and bond 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.

James and Leda Pitaro: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to James Pitaro and Leda Pitaro to maintain and use an existing canopy over the public right of way in West Cuyler Avenue attached to the building or structure located at 948-950 West Cuyler Avenue for a period of three (3) years from and after September 15, 1985 in accordance with the 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 5 feet in length, nor 15 feet in width: Upon the filing of the acceptance 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.

Rainbow Grocery, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Rainbow Grocery, Inc. to construct, maintain and use one (1) canopy over the public right of way in West Armitage Avenue attached to the building or structure located at 935-937 West Armitage Avenue for a period of three (3) years from and after date of passage of this order in accordance with the 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 47 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond payment of Seventy-two and no/100 Dollars (\$72.00) per annum, compensation provided for by ordinance 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.

Thai Room Restaurant: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Thai Room Restaurant to construct, maintain and use a canopy over the public right of way in North Western Avenue attached to the building or structure located at 4022 North Western Avenue for a period of three (3) years from and after date of passage in accordance with the 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 33 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-eight and no/100 Dollars (\$58.00) 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.

3320 Halsted Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to 3320 Halsted Corporation to construct, maintain and use a canopy over the public right of way in North Halsted Street attached to the building or structure located at 3320 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the 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 29 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-four and no/100 Dollars (\$54.00) 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.

Bashar Zubi, c/o Pepes Mexican Restaurant: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Bashar Zubi, c/o Pepes Mexican Restaurant to construct, maintain and use a canopy over the public right of way in North Central Avenue attached to the building or structure located at 3139 North Central Avenue for a period of three (3) years from and after date of passage in accordance with the 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 6 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.

AUTHORITY GRANTED TO AMEND ORDINANCE FOR LASALLE
NATIONAL BANK, TRUSTEE, TRUST NUMBER 107707.

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

WHEREAS, It is necessary to correct the Chicago City Datum elevations included in the ordinance "Authority Granted for Vacation of Air Rights Over Part of North Ernst Court in area bounded by East Walton Street, and North Michigan Avenue, and West Delaware Place and North Rush Street" as passed by the City Council May 30, 1986 (C.J.p. 30358, 30359 and 30360); and recorded in the office of the Recorder of Deeds in Cook County, Illinois, on July 18, 1986, as Document No. 86-303472; now, therefore,

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

SECTION 1. That the ordinance passed on May 30, 1986, as printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 30358, 30359 and 30360; providing for vacation of air rights over a portion of N. Ernst Court, be and the same is hereby amended by striking out 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 street 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 N. Ernst Court enclosed by two horizontal planes, whose elevations with reference to City of Chicago Datum are 44.42 feet and 157.42 feet above Datum described as follows:

Beginning at the northwest corner of Lot 7 in (Kinzer's) Subdivision of Lots 13, 14, and 15 in Subdivision of Block 13 in Canal Trustee's Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian; being also the intersection of the easterly line of N. Ernst Court and the south line of E. Walton Street; thence southeasterly along the westerly line of Lot 7 in (Kinzer's) Subdivision aforementioned; and the westerly

line of Lots 5, 8 and 11 in Subdivision of Block 13 aforementioned; a distance of 158.63 feet to a point; thence southwesterly on a line perpendicular to the westerly line of said Lot 8, a distance of 18.99 feet, more or less, to the easterly line of Lot 6 in Subdivision of Block 13 aforementioned; thence northwesterly along the easterly line of Lots 6, 7, and 12 in Subdivision of Block 13 and the easterly line of Lot 8 in (Kinzer's) Subdivision aforementioned; to the northeast corner of Lot 8 in (Kinzer's) Subdivision aforementioned; thence east, a distance of 20.00 feet, to the place of beginning, except that part thereof heretofore vacated by Ordinance passed June 12, 1985 and recorded August 13, 1985 in the Office of the Recorder of Deeds as Document No. 85-143919;

said part of public street herein vacated is 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 vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank, as Trustee, Trust No. 107707 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said parts of public street hereby vacated, the sum of Two Hundred Twenty-seven Thousand and no/100 Dollars (\$227,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 107707 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, together with an attached drawing approved by the Superintendent of Maps.

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

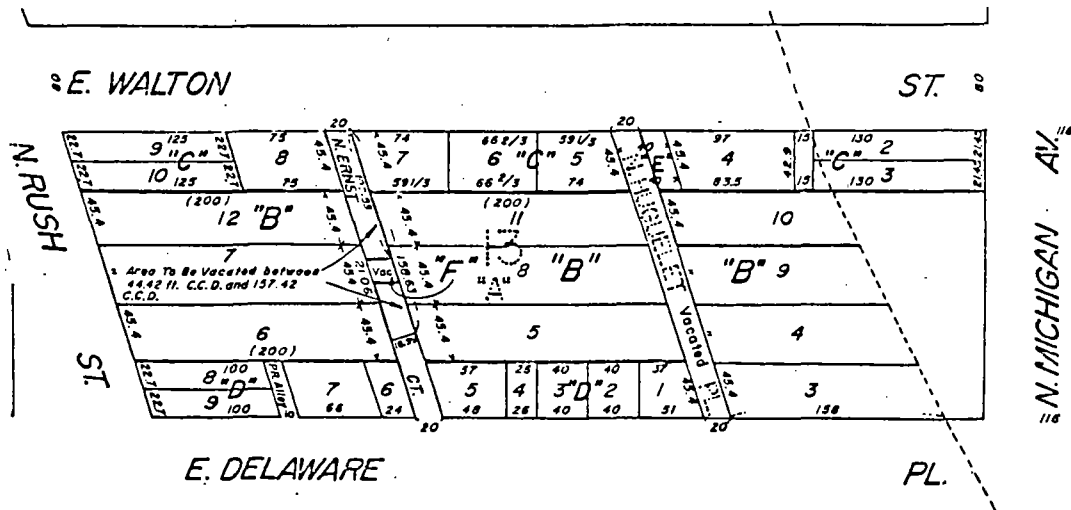
SECTION 2. This amending ordinance shall take effect and be in force from and after its passage.

[Drawing printed on page 33284 of this Journal.]

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

(Continued on page 33285)

"A"*(Canal Trustees') Sub. of the S. Frac. 1/4 of Frac. Sec. 3-39-14.***"B"***Subdivision of Blk. 13, etc. (See "A").***"C"***(Kinzer's) Subdivision of Lots 13-14 & 15, in Sub. of Blk. 13 etc. (See "A").***"D"***Subdivision of Lots 1 & 2 in Sub. of Blk. 13, etc. (See "A").***"E"***Vacated by Ordinance Passed Sept. 26, 1872***"F"***Vacated by Ordinance Passed June 12, 1985**between elevations 99.42 Ft. C.C.D. and 113.42 C.C.D.**Rec. Aug. 13, 1985**Doc. No. 85-143919**DR. No. 3-42-86-1031*

(Continued from page 33283)

Nays -- None.

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

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

PORTIONS OF VARIOUS STREETS AND PUBLIC ALLEYS
VACATED IN AREA BOUNDED BY SOUTH 95TH
STREET, WEST JEFFERY AVENUE, CHICAGO
ROCK ISLAND AND PACIFIC RAILWAY
COMPANY AND EAST PAXTON
AVENUE.

The Committee on Streets and Alleys submitted the following report.

CHICAGO, August 26, 1986.

To the President and Members of the City Council:

Your Committee on Streets and Alleys having had a substitute ordinance (referred on July 29, 1986) for Chicago, Rock Island and Pacific Railway Company, an area bounded by 95th Street on the South, Jeffery Avenue on the West, the right-of-way of the Chicago, Rock Island and Pacific Railway Company on the North, and Paxton Avenue on the East has been actively owned and operated as a rail line for over 100 years, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith for Chicago Pacific Corporation (formerly the Chicago, Rock Island and Pacific Railway Co.) (10th Ward).

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said substitute 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed.

WHEREAS, That certain plat of subdivision ("Plat") was recorded by the Chicago Rock Island and Pacific Railway Company (the "Railroad") on March 17, 1887 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 807800; and

WHEREAS, The Plat dedicated certain streets and alleys to the public, including those certain streets and alleys legally described below; and

WHEREAS, By instrument of vacation recorded on July 12, 1912 as Document No. 5003989 the Railroad sought to vacate that portion of the Plat including those streets and alleys which are the subject of this ordinance; and

WHEREAS, A dispute has arisen between the Railroad and the City as to the ownership of the subject streets and alleys; and

WHEREAS, Said streets and alleys were never actively used by the City as a public way; and

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 public streets and public alleys 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 S. Clyde Avenue lying west of the west line of vacated Block 36 and west of the northwardly extension of the west line of vacated Block 36, lying east of the east line of vacated Block 37 and the northwardly extension of the east line of vacated Block 37, lying north of a line drawn from the southwest corner of vacated Block 36 to the southeast corner of vacated Block 37; and lying south of a line 16 feet north of and parallel to the north line of vacated Blocks 36 and 37, all in

S. E. Gross' Calumet Heights Addition to South Chicago being a Subdivision of the S.E. 1/4 of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian;

Also

all that part of S. Crandon Avenue lying west of the west line of vacated Block 34 and west of the northwardly extension of the west line of vacated Block 34; lying east of the east line of vacated Block 35 and east of the northwardly extension of the east line of vacated Block

35; lying north of a line drawn from the southwest corner of vacated Block 34 to the southeast corner of vacated Block 35; and lying south of a line 16 feet north of and parallel to the north line of vacated Blocks 34 and 35, all in S.E. Gross' Calumet Heights Addition to South Chicago aforementioned;

Also

all of the east-west 16 foot public alley lying north of the north line of Lots 1 to 24 in vacated Block 34 in S.E. Gross' Calumet Heights Addition to South Chicago aforementioned;

Also

all of the east-west 16 foot public alley lying north of the north line of Lots 1 to 24 in vacated Block 35 in S.E. Gross' Calumet Heights Addition to South Chicago aforementioned;

Also

all of the east-west 16 foot public alley lying north of the north line of Lots 1 to 24 in vacated Block 36 in S.E. Gross' Calumet Heights Addition to South Chicago aforementioned;

Also

all of the east-west 16 foot public alley lying north of the north line of Lots 1 to 24 in vacated Block 37 in S.E. Gross' Calumet Heights Addition to South Chicago aforementioned;

said public streets and public alleys herein vacated being further described as all that part of S. Clyde Avenue and S. Crandon Avenue together with all of the 16 foot public alleys located 154 feet north of the north line of E. 95th Street and lying between S. Jeffery Avenue and S. Yates Avenue as colored in red and indicated by the words "Hereby Vacated" on the drawing hereto attached, which drawing for greater certainty, are hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for itself and for the benefit of such public and quasi-public utility agencies as may be involved, easements to maintain the existing municipally-owned service facilities and public and quasi-public utility facilities at their present locations in all of the streets and alleys as herein vacated, and to repair and operate such facilities and utilities; the easement with respect to each such facility to remain in effect until, and to terminate upon, the abandonment or release of such facility or the relocation of such facility outside of the right of ways as herein vacated, in accordance with plans to be approved by the City of Chicago in the case of a municipally-owned service facility, or to be approved by the public or quasi-public agencies involved, in the case of other service facilities. It is further provided that no buildings or other structures shall be erected on the said right of ways herein reserved or other use made of said area which in

the judgment of the respective 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 service facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Pacific Corporation (formerly the Chicago, Rock Island and Pacific Railway Co.) shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public streets and public alleys hereby vacated, the sum of Nineteen Thousand Four Hundred Seventy-five and no/100 Dollars (\$19,475.00), 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 entrances to S. Clyde Avenue and S. Crandon Avenue and also the entrances to the public alleys hereby vacated, similar to the existing sidewalk and curbs. 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Pacific Corporation (formerly the Chicago, Rock Island and Pacific Railway Co.) 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, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing printed on pages 33289 through 33292 of this Journal.]

PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST 17TH
PLACE, WEST 18TH STREET, SOUTH HALSTED
STREET, AND SOUTH UNION
AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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:

(Continued on page 33293)

8/28/86

REPORTS OF COMMITTEES

33289

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

CHICAGO PACIFIC CORPORATION (FORMERLY THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.), A CORPORATION OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE IN THE CITY OF CHICAGO, ILLINOIS, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LOTS AND BLOCKS DESCRIBED HEREON, AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND VACATED AS SHOWN HEREON.

DATED: _____, A.D., 1986 CHICAGO PACIFIC CORPORATION

ATTEST: Harold J. Dyer
Asst SECRETARY

BY: [Signature]
PRESIDENT

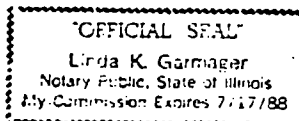
STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, Linda K. Garmager, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT [Signature] AND [Signature] OF THE CHICAGO PACIFIC CORPORATION, BOTH PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, APPEARED BEFORE ME 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 SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THE SAID SECRETARY DID ALSO THEN AND THERE ACKNOWLEDGE THAT AS COUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID SEAL TO SAID INSTRUMENT AS [Signature] OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THERE SET FORTH.

MY COMMISSION EXPIRES July 17 1988

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS 28 DAY OF August, A.D. 1986

NOTARY PUBLIC



STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, R.G. SILANDER, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LOTS AND BLOCKS AND THE ALLEYS AND PARTS OF STREETS DESCRIBED HEREON, AND THAT THE ALLEYS AND PARTS OF STREETS HEREON SHOWN COLORED IN YELLOW AND INDICATED BY THE WORDS "HEREBY VACATED" ARE CORRECTLY SHOWN AS SAME WERE DEDICATED BY THE ABOVE DESCRIBED SUBDIVISION AND THAT THIS PLAT IS DRAWN FOR THE PURPOSE OF VACATION.

DATED: JULY 24, A.D., 1986

BY: R.G. Silander
ILLINOIS REGISTERED LAND SURVEYOR #1172

ORDER NO. M-2997
FILE E-1

SILANDER & SON LAND SURVEYORS
5556 WEST CALUMET SAC ROAD
AL31P, ILLINOIS 60658
(312) 389-5555



FILED
JUL 28 1986
CLERK OF SE
TION 1-37-14

PLAT OF VACATION

OF

LOTS 1 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 34; LOTS 1 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 35; LOTS 1 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 36; LOTS 1 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 37, IN S.E. GROSS, CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS RECORDED MARCH 17, 1887 AS DOCUMENT 807,800, ALSO THE 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJOINING SAID BLOCKS 34, 35, 36, AND 37; ALSO THAT PART OF SOUTH CLYDE AVENUE LYING BETWEEN THE EAST LINE OF BLOCK 37 AND ITS EXTENSION 16 FEET NORTH AND THE WEST LINE OF BLOCK 36 AND ITS EXTENSION NORTH 16 FEET; ALSO THAT PART OF SOUTH CRANDON AVENUE LYING BETWEEN THE EAST LINE OF BLOCK 35 AND ITS EXTENSION NORTH 16 FEET AND THE WEST LINE OF BLOCK 34 AND ITS EXTENSION NORTH 16 FEET.

8/28/86

REPORTS OF COMMITTEES

33291

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

THE FIRST NATIONAL BANK OF CHICAGO AS ^{TRUSTEE} ~~MORTGAGEE~~, HOLDING ^{TRUST} ~~MORTGAGE~~
NO. 85693, DATED June 1, 1986, HEREBY CONSENTS TO THE VACATION
OF THE PROPERTY DESCRIBED HEREON.

DATED August 18, A.D., 1986.

FIRST NATIONAL BANK OF CHICAGO

ATTEST: [Signature] J. G. Finley
Assistant SECRETARY

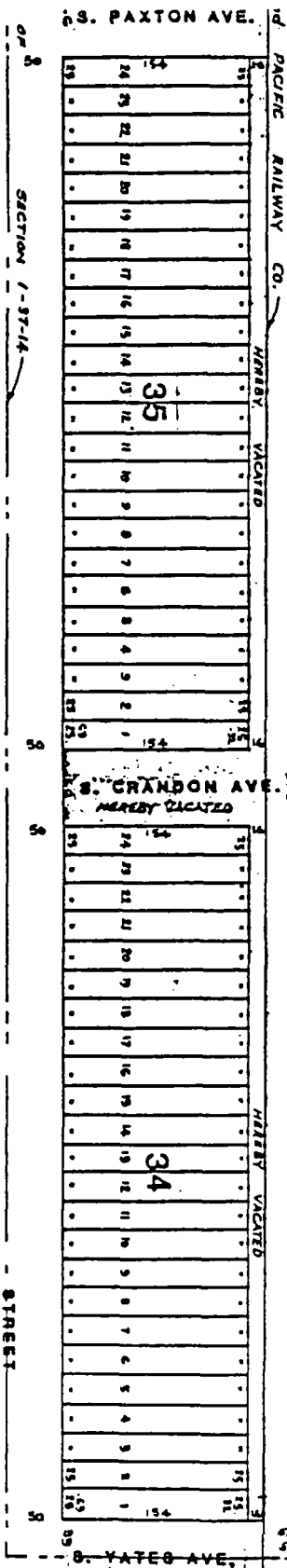
BY: [Signature]
Vice PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, M. Buch, A NOTARY PUBLIC IN THE STATE AFORESAID DO HEREBY
CERTIFY THAT A. S. Varela AND J. G. Finley OF THE FIRST NATIONAL BANK
OF CHICAGO, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE
NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH Vice President
AND Assistant Secretary, RESPECTIVELY, DID APPEAR BEFORE ME THIS DAY
IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT
AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF
SAID BANK FOR THE USES AND PURPOSES SET FORTH AND THE SAID J. G. Finley
DID THEN AND THERE, ACKNOWLEDGE THAT A. S. Varela AS CUSTODIAN OF THE
CORPORATE SEAL OF SAID BANK DID AFFIX SAID SEAL TO SAID INSTRUMENT AS His
OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK
FOR THE PURPOSES AS THEREIN SET FORTH.

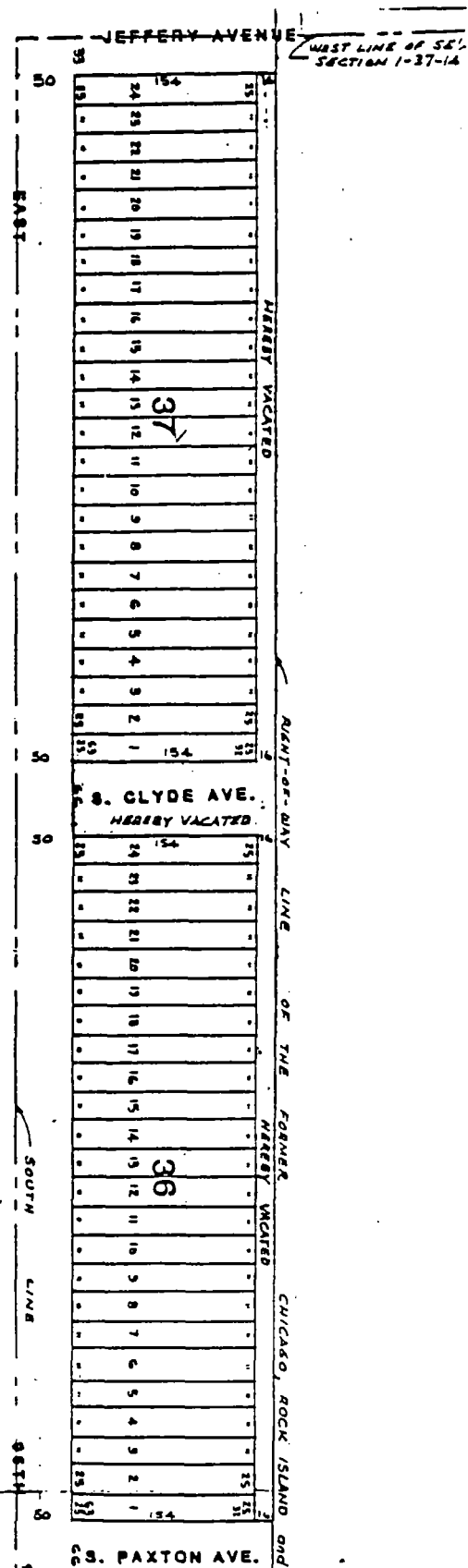
GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS 18th DAY OF August, A.D., 1986.

[Signature]
NOTARY PUBLIC M. Buch



UNCLERD NOV. 11-1992
FILE E-1

2100 N. 20TH STREET
3356 WEST CALUMET S&E ROAD
AUSTIN, ILLINOIS 60658
(312) 389-5555



(Continued from page 33288)

SECTION 1. That all that part of the north-south 10-foot public alley lying east of the east line of Lots 35 to 38, both inclusive; lying west of the west line of Lot 39; lying south of a line drawn from the northeast corner of Lot 35 to the northwest corner of Lot 39; lying north of a line drawn from the southeast corner of Lot 38 to the southwest corner of Lot 39 all in

B. Kayler's Subdivision of the South 1/2 of Block 46 in the S.W. 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the south 106 feet of the north-south 10-foot public alley in the block bounded by W. 17th Place, W. 18th Street, S. Halsted Street, and S. Union 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.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, John Podmajersky and Annelies Podmajersky shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Two Thousand One Hundred and no/100 Dollars (\$2,100.00), 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 the public alley hereby vacated, similar to the sidewalk and curb in W. 18th Street. 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 90 days after the passage of this ordinance, John Podmajersky and Annelies Podmajersky 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, together with an attached drawing approved by the Superintendent of Maps.

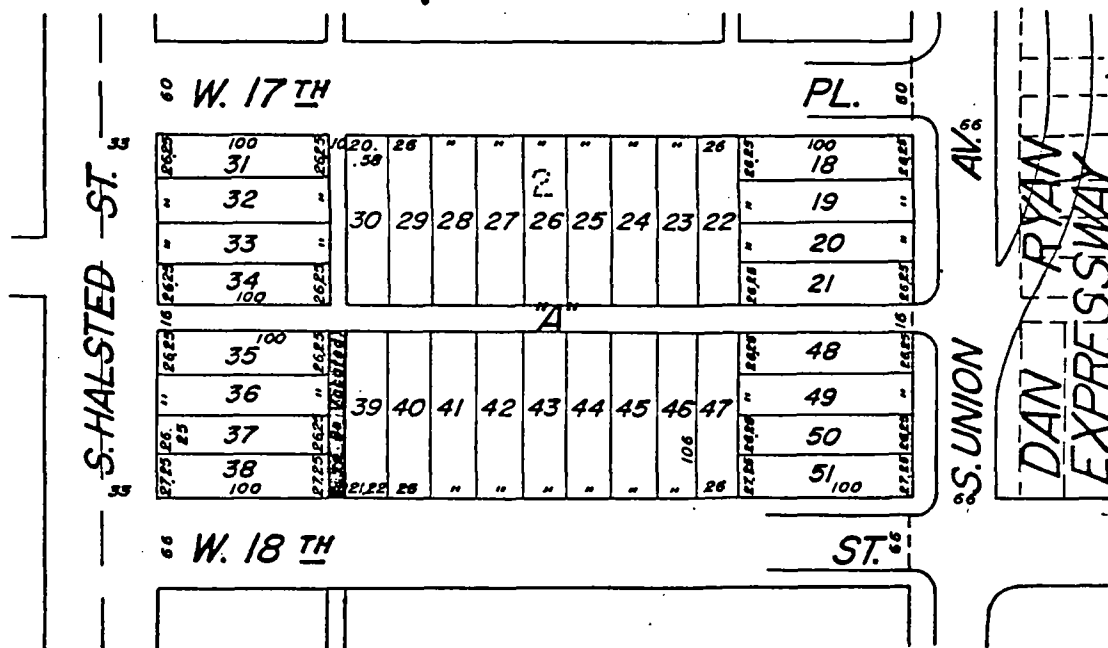
SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing printed on page 33294 of this Journal.]

"A"

B. Kayler's Sub. of S. 1/2 of Blk. 46 in SW 1/4, Sec. 21-39-14

DR. No. 21-1-86-1028



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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

AUTHORITY GRANTED TO VACATE PORTION OF BARBER
STREET AND PUBLIC ALLEYS BOUNDED BY
WEST 14TH STREET, WEST 14TH PLACE,
SOUTH HALSTED STREET, AND
SOUTH UNION AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed 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 public street and public alleys 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 W. Barber Street lying south of the south line of Lot 7 in

Von Schneidou's Subdivision of Lot 1 in Block 55 in Canal Trustee's New Subdivision of Blocks in the N.W. 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian (except Blocks 57 and 58); lying south of the south line of Lots 5, 6, 7 and 8 in Nutt's Subdivision of Lot 2 in Block 55 in Canal Trustee's New Subdivision aforementioned; lying south of the south line of Lots 5, 6, 7 and 8 in William Lill's Subdivision of Lot 3 in Block 55 in Canal Trustee's New Subdivision aforementioned; lying south of the south line of Lots 8 and 9 in Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision aforementioned; lying south of a line drawn from the southwest corner of Lot 7 in Von Schneidou's Subdivision aforementioned to the southeast corner of Lot 8 in Nutt's Subdivision aforementioned; lying south of a line drawn from the southeast corner of Lot 8 to the southwest corner of Lot 9 in

Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision aforementioned; lying north of the north line of Lots 7 to 16, both inclusive, in Evans' and Iglehart's Subdivision of the South 1/2 of Block 55 in Canal Trustee's New Subdivision aforementioned; lying north of a line drawn from the northwest corner of Lot 7 to the northeast corner of Lot 8 in Evans' and Iglehart's Subdivision aforementioned; lying north of a line drawn from the northwest corner of Lot 15 to the northeast corner of Lot 16 in Evans' and Iglehart's Subdivision aforementioned; lying west of a line drawn from the southeast corner of Lot 7 in Von Schneidou's Subdivision aforementioned to the northeast corner of Lot 7 in Evans' and Iglehart's Subdivision aforementioned; lying east of a line drawn from the southwest corner of Lot 8 in Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision aforementioned to the northwest corner of Lot 16 in Evans' and Iglehart's Subdivision aforementioned;

Also

all of the east-west 10-foot public alley lying south of the south line of Lots 1, 2, 3, and 4 in Nutt's Subdivision aforementioned; lying south of the south line of Lots 1, 2, 3, and 4 in William Lill's Subdivision aforementioned; lying south of the south line of Lot 1 in Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision aforementioned; lying north of the north line of Lots 5, 6, 7, and 8 in Nutt's Subdivision aforementioned; lying north of the north line of Lots 5, 6, 7, and 8 in William Lill's Subdivision aforementioned; lying north of the north line of Lot 9 in Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision aforementioned; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 8 in Nutt's Subdivision aforementioned; lying east of a line drawn from the southwest corner of Lot 1 to the northwest corner of Lot 9 in Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision aforementioned;

Also

all of the north-south 10-foot public alley lying west of the west line of Lots 1 to 7, both inclusive, in Von Schneidou's Subdivision aforementioned; lying east of the east line of Lots 1 and 8 and lying east of a line drawn from the southeast corner of said Lot 1 to the northeast corner of said Lot 8 in Nutt's Subdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 1 in Von Schneidou's Subdivision aforementioned to the northeast corner of Lot 1 in Nutt's Subdivision aforementioned; and lying north of a line drawn from the southwest corner of Lot 7 in Von Schneidou's Subdivision aforementioned to the southeast corner of Lot 8 in Nutt's Subdivision aforementioned;

Also

all of the east 1/2 of north-south 12-foot public alley lying west of the west line of Lots 1 and 9 and lying west of a line drawn from the southwest corner of Lot 1 to the northwest corner of Lot 9; lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 2 and lying north of a line drawn from southeast corner of Lot 1 to the northeast corner of Lot 2

8 to the southwest corner of Lot 9 all in Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision aforementioned;

Also

all that part of the west 1/2 of the north-south 12-foot public alley lying east of the east line of Lots 6, 7, and 8; lying south of the eastwardly extension of the north line of Lot 6; and lying north of a line drawn from the southeast corner of Lot 8 to the southwest corner of Lot 9 all in Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision aforementioned;

Also

all of the east-west 10-foot public alley lying south of the south line of Lots 8 to 15, both inclusive; lying north of the north line of Lots 23 to 30, both inclusive; lying west of a line drawn from the southeast corner of Lot 8 to the northeast corner of Lot 30; and lying east of a line drawn from the southwest corner of Lot 15 to the northwest corner of Lot 23 all in Evans' and Iglehart's Subdivision aforementioned;

Also

all of the north-south 10-foot public alley lying west of the west line of Lots 1 to 7, both inclusive; lying east of the east line of Lots 8 and 30 and lying east of a line drawn from the southeast corner of Lot 8 to the northeast corner of Lot 30; lying south of a line drawn from the northwest corner of Lot 7 to the northeast corner of Lot 8; lying north of a line drawn from the southwest corner of Lot 1 to the southeast corner of Lot 30, all in Evans' and Iglehart's Subdivision aforementioned;

Also

all of the north-south 15-foot public alley lying east of the east line of Lots 16 to 22, both inclusive; lying west of the west line of Lots 15 and 23; lying west of a line drawn from the southwest corner of Lot 15 to the northwest corner of Lot 23; lying south of a line drawn from the northwest corner of Lot 15 to the northeast corner of Lot 16 and lying north of a line drawn from the southeast corner of Lot 22 to the southwest corner of Lot 23, all in Evans' and Iglehart's Subdivision aforementioned: said public street and public alleys herein vacated being further described as all that part W. Barber Street lying between S. Halsted Street and S. Union Avenue; also all of the public alleys in the blocks bounded by W. 14th Street, W. 14th Place, S. Halsted Street and S. Union Avenue (except the north 99 feet of the west 1/2 of the north-south 12-foot public alley east of S. Halsted Street and lying between W. 14th Street and W. Barber Street) 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 are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. 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 all of the street and alleys as herein vacated, with the right of ingress and egress.

SECTION 2. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, the City of Chicago (Department of Economic Development) 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, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing printed on page 33299 of this Journal.]

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

AUTHORITY GRANTED FOR AMENDMENT OF ORDINANCE AUTHORIZING
INSTALLATION OF BUSINESS AREA SIGNS AT
SPECIFIED LOCATION.

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. To amend Section 1 of an Ordinance passed on May 30, 1986 from the Committee on Streets and Alleys, Council Journal, page 30359 by adding the words at the end of Section 1 to read as in italics as follows:

(Continued on page 33300)

"A"

Canal Trustee's Sub. of the W. 1/2 of Sec. 21-39-14 and so much of the S.E. 1/4 as lies W. of the South Branch of the Chicago River. Above Sub. in N.W. 1/4 vacated (except Blks. 57 & 58).

"B"

Canal Trustee's New Sub. of Blks. in N.W. 1/4 Sec. 21-39-14 (except Blks. 57 & 58).

"C"

Reardon's Sub. of lot 5, Blk. 64 in Canal Trustee's New Sub. (see "B").

"D"

J. Nutt's Sub. of lot 6, Blk. 64 in Canal Trustee's New Sub. (see "B").

"E"

Assessor's Div. of lot 7, Blk. 64 in Canal Trustee's New Sub. (see "B").

"F"

Sub. of lot 8, Blk. 64 in Canal Trustee's New Sub. (see "B").

"G"

Von Schneidou's Sub. of lot 1, Blk. 55 in Canal Trustee's Sub. (see "B").

"H"

Nutt's Sub. of lot 2, Blk. 55 in Canal Trustee's New Sub. (see "B").

"I"

Wm. Lill's Sub. of lot 3, Blk. 55 in Canal Trustee's New Sub. (see "B").

"J"

Sub. of lot 4, Blk. 55 in Canal Trustee's New Sub. (see "B").

"K"

Evans' & Igichart's Sub. of the S. 1/2 of Block 55 in Canal Trustee's New Sub. (see "B").

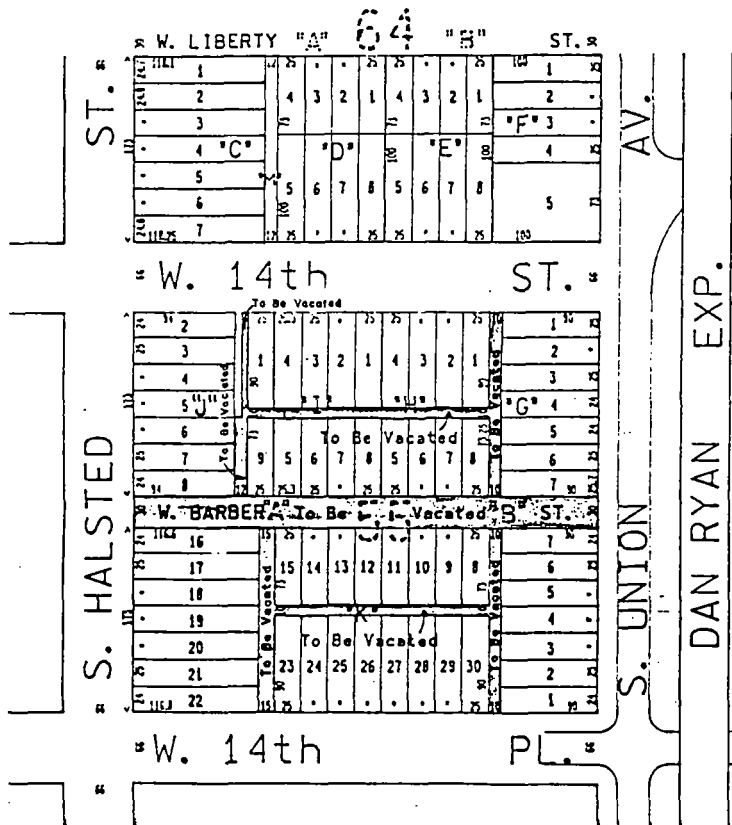
"L"

Opening of alley through sub-lot 1 of lot 4, Blk. 55 in Canal Trustee's New Sub. (see "B").

"M"

Vacation of all the N. and S. public alley lying between lots 4 and 5 of Sub. of lot 6, and lots 1 to 7 of Sub. of lot 5, Blk. 64 in Canal Trustee's New Sub. (see "B").

DR. No. 21-1-85-951 Rev. 7-12-85



(Continued from page 33298)

That Business Area Signs be installed in the public way at a number of intersections with Broadway from Devon/Sheridan to Foster Avenue, *and at certain intersections with Sheridan Road from Bryn Mawr Avenue to Foster Avenue, and on Granville, Thorndale, Bryn Mawr, and Berwyn Avenues between Sheridan Road and Broadway.*

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

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

AUTHORITY GRANTED TO BELMONT COMMUNITY HOSPITAL
FOR USE OF ALLEY AS EXIT-WAY.

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 an "Exit" into the alley for Belmont Community Hospital's Emergency Room Driveway at 4024-4030 W. Melrose 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

AUTHORITY GRANTED TO EXEMPT CHICAGO BOARD OF
EDUCATION FROM PROVISIONS OF CHICAGO
MUNICIPAL CODE SECTION
33-19.1.

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 Chicago Board of Education be exempted from the provisions of Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite prior to commercial driveway permit issuance, so as to allow egress via the alley just east of the proposed 22-car parking lot as an integral part of the plan for the construction of the Stowe Modular School at No. 3444 W. Wabansia Avenue.

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

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

AUTHORITY GRANTED TO EXEMPT BUSINESS LOCATED AT
3211 NORTH SHEFFIELD AVENUE FROM ERECTING
PHYSICAL BARRIER PREVENTING
ALLEY ACCESS.

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 exempting the business located at 3211 N. Sheffield Avenue from the erection of a physical barrier to prevent alley access in accordance with Chapter 33, Section 33-19.1 of the Municipal Code of Chicago.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

AUTHORITY GRANTED TO PHIL GERSHMAN ENTERPRISES.
INCORPORATED, TO ERECT CANOPY OVER
PORTION OF EAST BALBO DRIVE
IN CONJUNCTION WITH CHICAGO
EMMY AWARDS.

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 to Phil Gershman Enterprises, Inc., 540 N. Lake Shore Drive -- 822-0202 -- to erect a canopy over E. Balbo Drive from S. Michigan Avenue to the first alley west thereof (between the Hilton Hotel and Towers and Blackstone Hotel), from 3:00 P.M. to 11:00 P.M. on Friday, June 13, 1986, in conjunction with the Chicago Emmy Awards.

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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

AUTHORITY GRANTED TO TWO EAST OAK CONDOMINIUM
ASSOCIATION FOR REPAIR AND MAINTENANCE OF
ELEVEN BRICK STRIPS AND BRICK SIDEWALK
LOCATED 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 issue a permit to the Two East Oak Condominium Association to repair and maintain the eleven strips and brick sidewalks located around the flower boxes parallel to the property at 2 East Oak Street. Such repair and maintenance is subject to the approval of plans upon the payment of fees, without compensation, and on the condition that the adjoining property owner shall assume full responsibility for maintenance and repair, and shall indemnify, ensure and hold harmless the City of Chicago from all 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

AUTHORITY GRANTED TO B. W. BIOTEC COMPANY FOR
ACCESS ALLEY OFF NORTH LAWDALE AVENUE
AT REAR OF 3570 NORTH
AVONDALE 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 B. W. Biotec Company, 3570 North Avondale Avenue, for access to the alley off North Avondale Avenue at the rear of 3570 North Avondale 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

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 July 9, 1986 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 motion of Alderman Cullerton, the said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

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

*Alley bounded by 9500 block of South
Baltimore Avenue.*

Ordered. That the Board of Local Improvements is hereby authorized and directed to institute the necessary proceedings for the paving, with concrete, of the 9500 block of S. Baltimore Avenue.

Various Locations.

Ordered. That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, the dirt alleys listed below:

46th Place -- 47th Street
Wallace -- Union

48th Place -- 48th Place
Wallace -- Union

48th Place -- 49th Street
Wallace -- Union

48th Place -- 49th Street
Union -- Halsted

48th Street -- 48th Place
Union -- Halsted

47th Place -- 48th Street
Union -- Halsted

43rd Street -- 43rd Place
Parnell -- Canal

Root -- 42nd
Wallace -- Canal

37th Street -- 37th Place
Lituanica -- Sangamon

35th -- 36th Street
Marshfield -- Paulina

35th -- 36th
Marshfield -- Ashland

31st -- Lyman

Archer -- Lloyd

38th -- 39th Emerald -- Union
38th -- 39th Emerald -- Halsted

43rd Street -- 45th
Halsted -- Emerald

43rd Street -- 43rd Place
Emerald -- Union

Normal -- Canal
44th Street

47th Place -- 48th Street
Morgan -- Aberdeen

43rd Street
Union -- Lowe

38th -- 39th Streets
Emerald -- Union

36th Street -- 35th Street
Halsted

32nd Place -- 33rd Street
Throop

32nd Place -- 33rd Street
Racine

Bonaparte -- Lyman
Lock

Wells -- Wentworth
Root -- 39th

32nd Place and Throop/Racine

48th Place and 48th Street
From Canal Street to Halsted

46th Street and 46th Place
From Canal Street to Halsted.

Re-Referred -- AUTHORITY TO AMEND YEAR 1986 ANNUAL
APPROPRIATION ORDINANCE FOR DEPARTMENT
OF PUBLIC WORKS.

The Committee on Streets and Alleys submitted a report recommending that the City Council re-refer a proposed ordinance to amend the year 1986 Annual Appropriation Ordinance as it relates to the Department of Public Works to the Committee on Finance.

On motion of Alderman Cullerton, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred* to the Committee on Finance.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

Referred -- DESIGNATION OF SPECIFIED WALKWAY
AT CHICAGO MIDWAY AIRPORT AS
"CHALLENGER WALK".

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety having had under consideration a proposed order which was referred to this committee July 9, 1986, to change the name of a walk, located at Midway Airport between the Helen Miklos Drive and the parkway from West 55th Street to West 58th Street, as the "Challenger Walk", begs leave to recommend that the proposed order be *Referred* to the Committee on Streets and Alleys.

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Streets and Alleys*.

Referred -- PORTION OF NORTH DEARBORN PARKWAY
CLOSED TO TRAFFIC.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety having had under consideration a proposed ordinance which was referred to the Committee (July 29, 1986) to close to traffic the 1300 block of N. Dearborn Parkway between W. Gothe Street and W. Schiller Street for the 1986 Annual Garden Walk and Heritage Festival, begs leave to recommend that the proposed order be *Referred* to the Committee on Beautification and Recreation.

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the committee's recommendation was *Concurred In* and said proposed order was *Referred to the Committee on Beautification and Recreation.*

COMMITTEE ON ZONING.

APPOINTMENT OF MS. ROULA ALAKIOUTOU AS MEMBER OF ZONING BOARD OF APPEALS APPROVED.

The Committee on Zoning submitted the following report:

CHICAGO, August 27, 1986.

To the President and Members of the City Council:

Your Committee on Zoning, having had under consideration a communication from his honor the Mayor, appointing Ms. Roula Alakioutou to a term as a member of the Zoning Board of Appeals, begs leave that Your Honorable Body *Concur* with the proposed appointment.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski, the said proposed appointment of Ms. Roula Alakioutou as a member of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

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

Nays -- None.

APPOINTMENT OF MR. RAFAEL RIOS AS MEMBER OF
ZONING BOARD OF APPEALS APPROVED.

The Committee on Zoning submitted the following report:

CHICAGO, August 27, 1986.

To the President and Members of the City Council:

Your Committee on Zoning, having had under consideration a communication from his honor the Mayor, appointing Mr. Rafael Rios to a term as a member of the Zoning Board of Appeals, begs leave that Your Honorable Body *Concur* with the proposed appointment.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski, the said proposed appointment of Mr. Rafael Rios as a member of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

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

Nays -- None.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
AREA SHOWN ON MAP NO. 7-N.

The Committee on Zoning submitted the following report:

CHICAGO, August 27, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith (referred to your committee on July 9, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by the members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *Concurred In* and 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

The following is said ordinance as passed:

Reclassification of Area Shown on Map No. 7-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 127 and M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 7-N in the area bounded by

West Diversey Street; North Narragansett Avenue; and West Fullerton Avenue and the C.M. and ST. P. & P. Railroad right-of-way,

to the designation of a Business Planned Development No. 127, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 33311
through 33317 of this Journal.]

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

BUSINESS PLANNED DEVELOPMENT #127 AS AMENDED
PLAN OF DEVELOPMENT

1. The property shaded in The Chicago Zoning Ordinance Map 7-N appended hereto (the "Property") contains approximately 76.2 acres and is owned or controlled by the following parties: the City of Chicago (the "City") owns approximately 24 acres of the Property; Chicago Title and Trust Company, as Trustee under a Trust Agreement dated January 2, 1976 and known as Trust No. 1068300 owns approximately 48.5 acres of the Property upon which is located the existing Brickyard Shopping Center; American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated November 15, 1985 and known as Trust No. 66005 owns approximately 1.1 acres of the Property; and American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 14, 1986 and known as Trust No. 66687 is the contract purchaser of approximately 2.6 acres of the Property. Beneficial ownership of the 24 acre parcel owned by the City and of the 2.6 acre parcel under contract will be conveyed to Malan Construction Company, a Michigan corporation ("Malan"), pursuant to a Redevelopment Agreement which will be entered into between Malan and the City and which will be approved by ordinance (the "Redevelopment Agreement").
2. Off-street parking and off-street loading facilities shall be provided in compliance with the Business Planned Development and the Redevelopment Agreement. Off-street parking areas may be illuminated by lights mounted on standards at heights not in excess of fifty (50) feet above existing grade at the base of such standard, providing such lights shall either be directed downward or covered by shades or reflectors directing such lighting downward.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant, or its successors, assignees or grantees.
4. Any dedication or vacation of streets and alleys, or easements, or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant, or its successors, assignees or grantees.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City, to provide ingress and

egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lines shall be adequately designed and paved in compliance with the Municipal Code of the City and shall have a minimum width of 24 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

6. The uses permitted in the Business Planned Development shall include the following:

Department Stores; Discount Stores, Sale of Food, food products and meat; Sale of packaged alcoholic beverages; Sale of clothing and apparel; Sale of prescription drugs, pharmaceuticals and allied products; Sale of hardware; Sale of tires, batteries and automotive accessories, with an ancillary use of retail sale and dispensing of fuels and lubricants and installation and minor services customarily incidental thereto; Banks or savings and loan associations; Sale of Insurance; Travel Agencies; Amusement establishments; Arcades; Theaters, Auditoriums, Health Clubs; any and all Drive-In Facilities; Jewelry Stores; Sales of goods, wares and merchandise at retail; Service businesses such as doctors, ophthalmologists and dental offices; Shoe Repair; Watch and Jewelry repair; Tailor and dressmaker shops; Restaurants and Taverns; all office purposes; and such uses as are permitted under the B5 General Service District Classification, except for dwelling units, lodging rooms and hotel/motel uses.

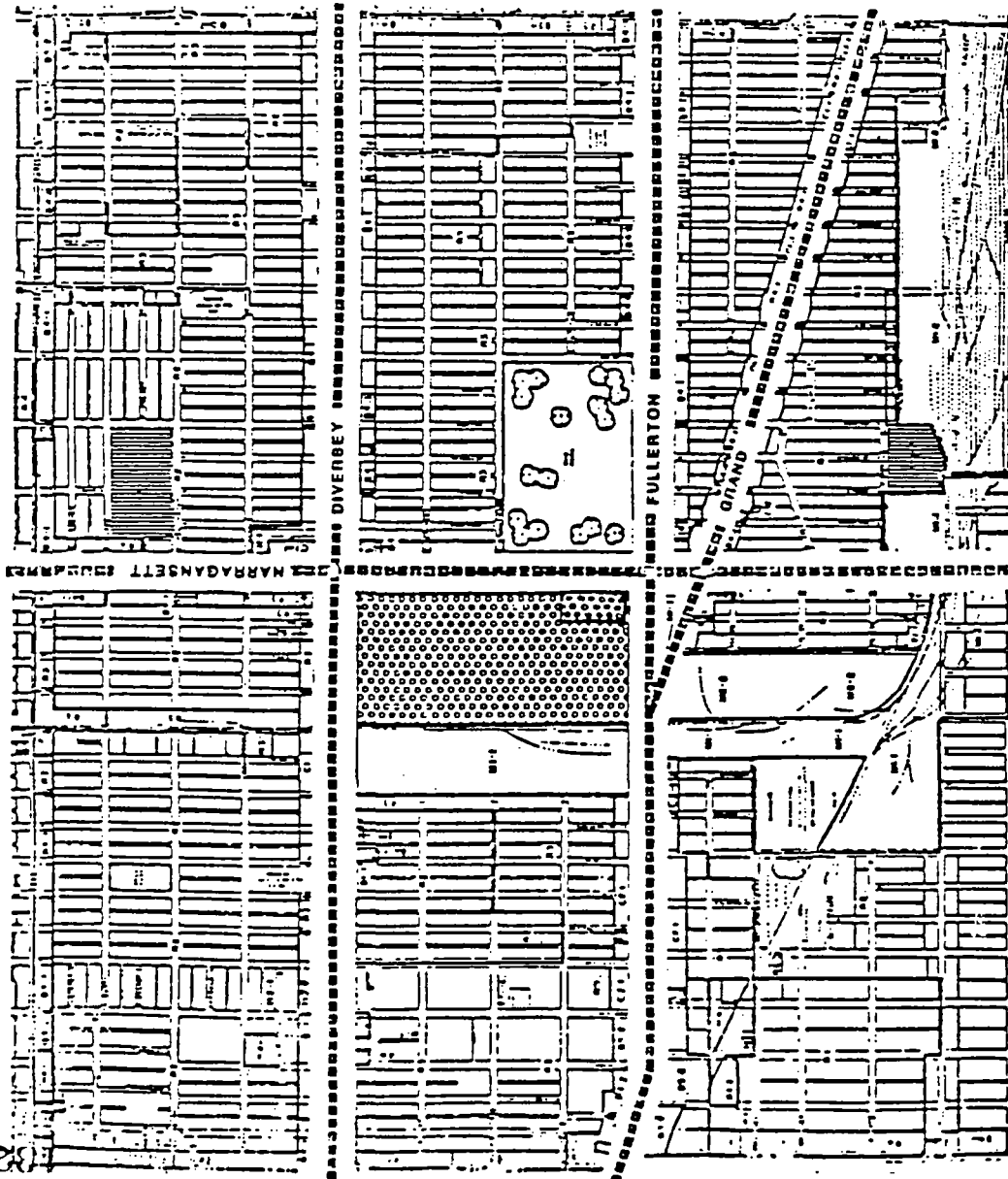
7. Accessory buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings, subject to the approval of the Department of Development and Planning.
8. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 1.0.
9. Business and business identification signs may be permitted within the area delineated herein as the Business Planned Development, in accordance with the Redevelopment Agreement, subject to review and approval as to location by the Department of Buildings and the Department of Development and Planning.

10. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and illustrates that the development of such area will be in general compliance with the intent and purpose of The Chicago Zoning Ordinance.
11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Applicant: American National Bank and Trust Company of
Chicago, Trust No. 66687

DATED: June 24, 1986.

8623 BUSINESS PLANNED DEVELOPMENT NO. 127, AS AMENDED



EXISTING
ZONING &
PREFERENTIAL
STREET
SYSTEM

LEGEND

PROPOSED PLANNED DEVELOPMENT

PREFERENTIAL STREETS

ZONING DISTRICT BOUNDARIES

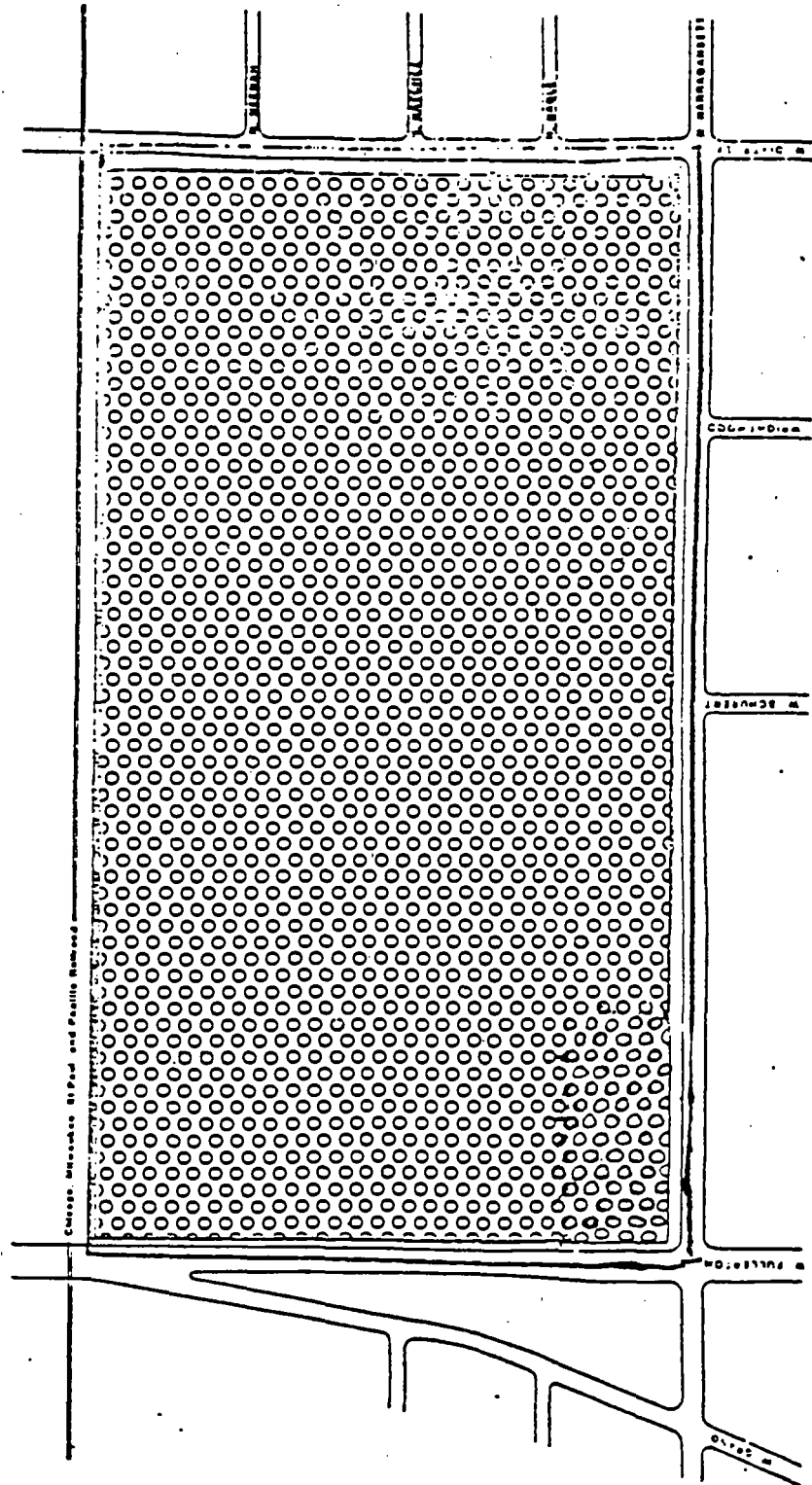
SCHOOLS

PARKS

APPLICANT: American National Bank and Trust Company of Chicago Trust No. 66687

DATE: June 24, 1986

BUSINESS PLANNED DEVELOPMENT NO. 127, AS AMENDED



GENERALIZED LAND USE PLAN

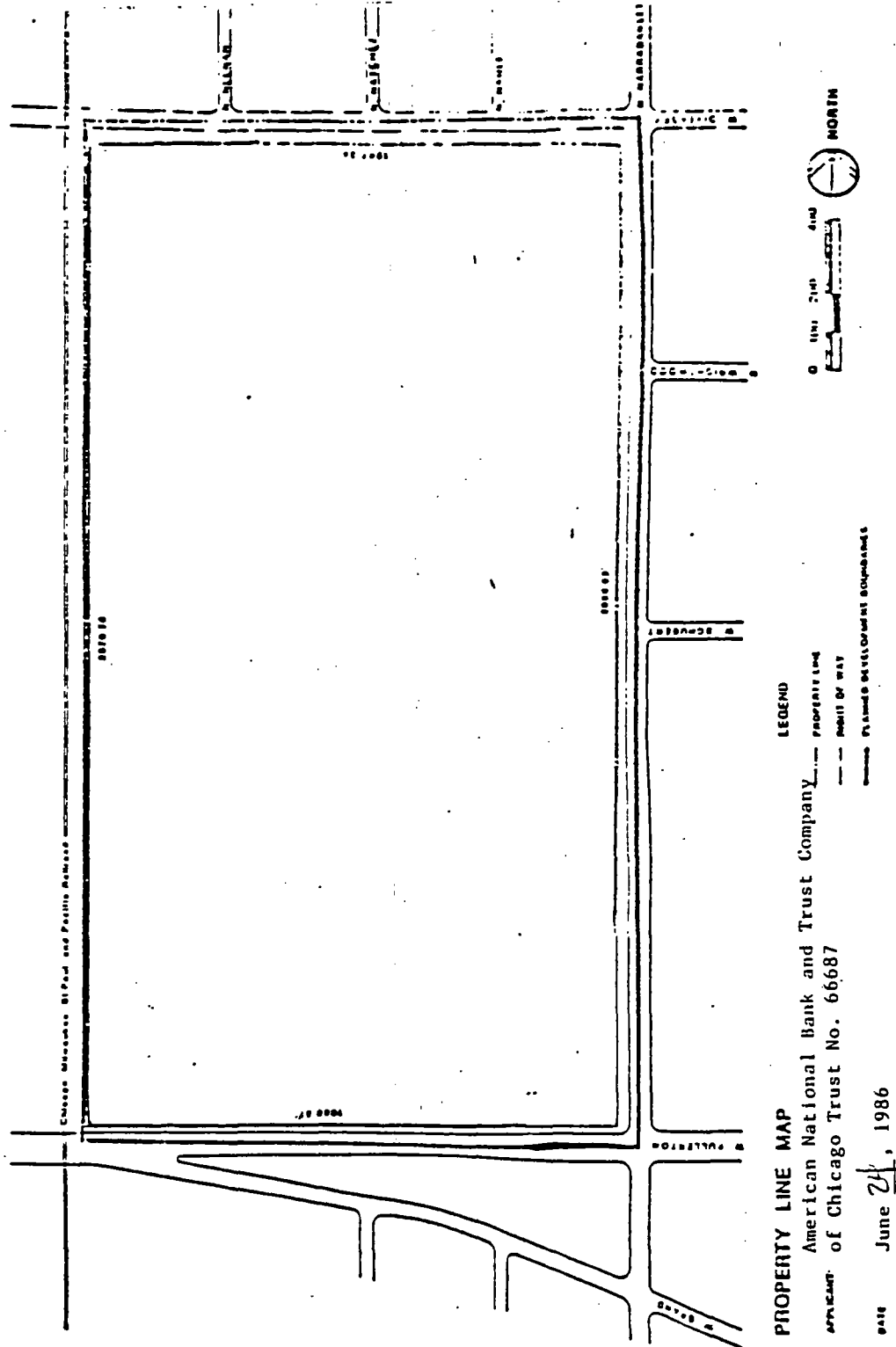
American National Bank and Trust
 Applicant: Company of Chicago Trust No. 66687

Date: June 24, 1986

LEGEND

- Planned Business District Boundaries
- Generalized Land Use Zones
- and City Street Pattern

BUSINESS PLANNED DEVELOPMENT No. 127, AS AMENDED



BUSINESS PLANNED DEVELOPMENT NO. 127

AS AMENDED

PLANNED DEVELOPMENT USE & BULK
REGULATIONS & DATA

Net Site Area (APPROXIMATE)		General Description of Land Use	Maximum Floor Area Ratio	Maximum % of Land Coverage	Minimum # of Parker Spaces
Sq. Ft.	Acres				
3,319,272	76.2	Shopping and Business Center	1.0	70	4,200

Gross Site Area = Net Site Area 76.2 acres + area of public streets 5.23 acres
equals 81.43 acres

Minimum number of off-street loading spaces: 13

Minimum periphery setbacks at boundary lines: 30 feet on all sides

* 3,000 spaces shall be applied to the existing development and the remainder shall be provided as the expanded development is occupied.

APPLICANT: American National Bank and Trust Company Of
Chicago Trust No. 66687

DATE: June 24, 1986

Action Deferred-- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.

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

CHICAGO, August 27, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith (referred to your committee on May 30, June 25, July 9 and 29, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by the members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 1-H in area bounded by

the alley next north of and parallel to West Lake Street; a line 25 feet west of and parallel to North Wood Street; West Lake Street; and a line 105 feet west of and parallel to North Wood Street,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map No. 2-F in area bounded by

West Polk Street; the alley next east of and parallel to South Wells Street; a line 139.44 feet south of and parallel to West Polk Street; and South Wells Street,

to those of a C3-6 Commercial Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 3-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-6, General Central Business District symbols and indications as shown on Map No. 3-E in the area bounded by

the alley next north of East Oak Street; a line 710.76 feet west of North Michigan Avenue; East Oak Street; and a line 802.51 feet west of North Michigan Avenue,

to the designation of a Residential-Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Residential-Business Planned Development printed on
pages 33322 through 33339
of this Journal.]

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

Reclassification of Area Shown on Map No. 3-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as shown on Map No. 3-F in area bounded by

West Delaware Place; a line 126.80 feet east of the alley next east of and parallel to North Dearborn Street; a line 120 feet south of and parallel to West Delaware Place; and the alley next east of and parallel to North Dearborn Street,

to those of a B7-6 General Central Business District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 3-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 3-L in the area bounded by

a line 22 feet north of West Cortez Avenue; North Cicero Avenue; West Cortez Avenue; and the alley next west of North Cicero Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by

a line 300.08 feet north of West Willow Street; North Clybourn Avenue; North Sheffield Avenue; a line 244.47 feet south of Clybourn Avenue continuing westerly for 81.69 feet, thence southwesterly for 91.58 feet to a point 164.47 feet south of West Willow Street; and North Marcey Street,

to the designation of a Commercial Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Commercial Planned Development printed on pages
33330 through 33338 of
this Journal.]

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

Reclassification of Area Shown on Map No. 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-I in area bounded by

West Dickens Avenue; a line 25 feet east of and parallel to North Richmond Street; the alley next south of and parallel to West Dickens Avenue; and North Richmond Street,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

the alley next north of and parallel to West Nelson Street; a line 72.16 feet east of and parallel to North Lakewood Avenue; West Nelson Street; and North Lakewood Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

(Continued on page 33339)

PLAN OF DEVELOPMENT

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO.STATEMENTS

1. The area delineated herein as Residential-Business Planned Development (the "Planned Development") consists of approximately 9239.23 square feet of real property bounded on the north by the alley next north of East Oak Street; on the east by a line 710.76 feet west of North Michigan Avenue; on the south by East Oak Street; and on the west by a line 802.51 feet west of North Michigan Avenue (the "Property"), as identified in the drawing attached hereto entitled "Boundary and Property Line Map." The property is currently owned by the American National Bank & Trust Company, U/T #25035.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

APPLICANT: 40 East Oak Apartments
180 North LaSalle Street
Chicago, Illinois 60601

DATE: May 29, 1986
Revised: August 1, 1986

4. The following uses shall be permitted within the Planned Development: those uses permitted in the B7-6, General Central Business District subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development. ^

5. The purpose of this Planned Development is to make the existing building a conforming building and to permit only the following additions: (a) the enclosure of the first two floors of the light courts at the existing building; and (b) the addition of approximately 1,000 square feet to the existing penthouse.

6. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

7. The height restriction of the development and any appurtenance attached hereto shall be subject to:

APPLICANT: 40 East Oak Apartments
180 North LaSalle Street
Chicago, Illinois 60601

DATE: May 29, 1986
Revised: August 1, 1986

- (1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration;
- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council; and
- (3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

8. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

9. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

APPLICANT: 40 East Oak Apartments
180 North LaSalle Street
Chicago, Illinois 60601

DATE: May 29, 1986
Revised August 1, 1986

10. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning. Temporary signs such as construction and marketing signs may be permitted subject to the aforestated approvals.

11. This Plan of Development, consisting of twelve (12) statements; an existing zoning map; a boundary and property line map; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development under Chicago Zoning Ordinance section 11.11-1(j).

12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: 40 East Oak Apartments
180 North LaSalle Street
Chicago, Illinois 60601

DATE: May 29, 1986
Revised: August 1, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. _____

PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
9239.23	0.21	Uses permitted in the B7-6, General Central Business District	18.0	100%

GROSS SITE AREA = NET SITE AREA: plus area in public right-of-way.

13,643.23 = 9239.23 square feet (0.21 acres) + 4404.00 square feet (0.10 acres)

OFF-STREET PARKING AND LOADING CONTROLS

Off-street parking spaces: 0

Off-street loading berths: 0

MAXIMUM FLOOR AREA RATIO: 18.0%

SET BACKS AND SITE COVERAGE

Minimum setbacks: 0

Maximum site coverage: 100%

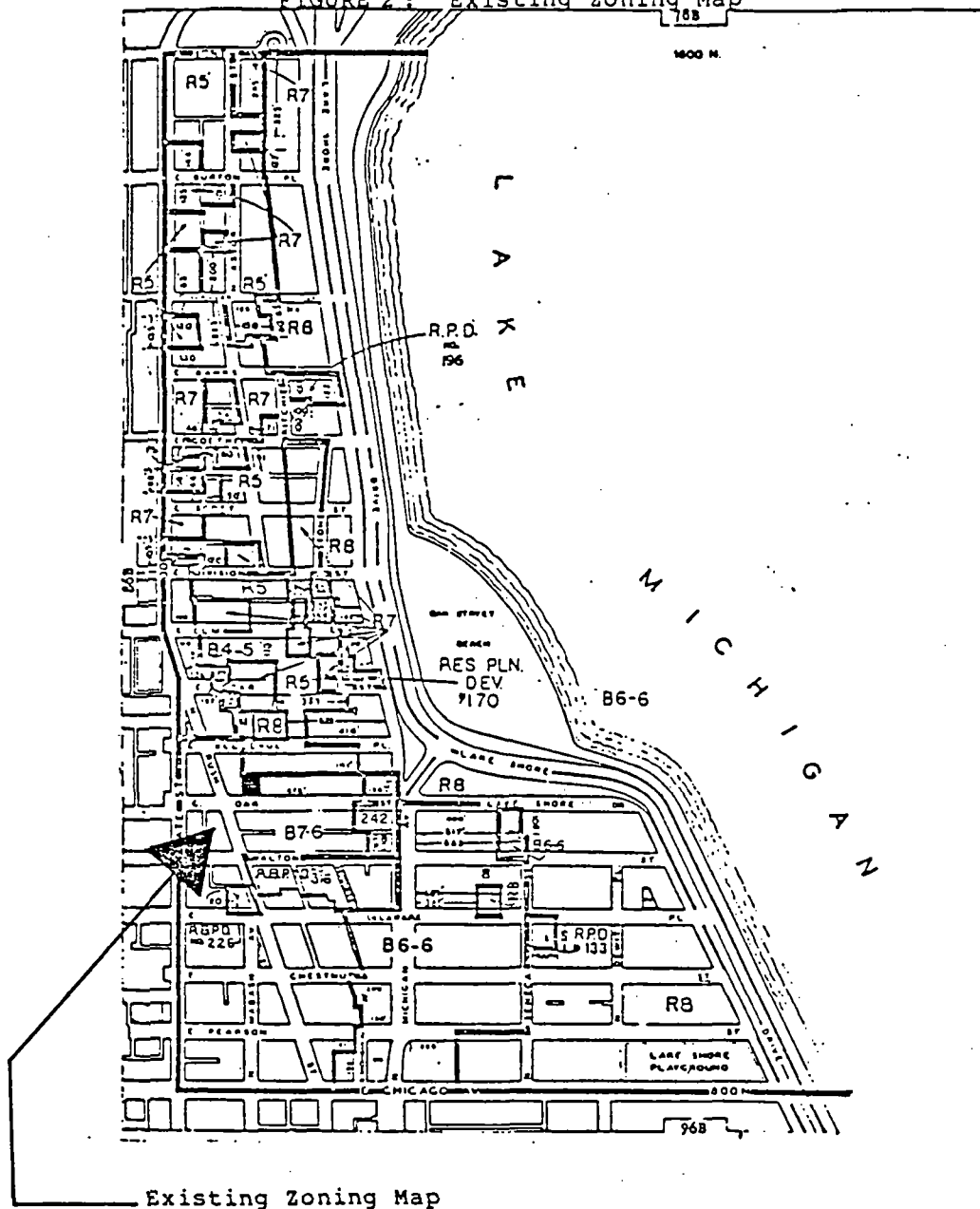
APPLICANT: 40 East Oak Apartments

ADDRESS: 180 North LaSalle Street
Chicago, Illinois 60601

DATE: May 29, 1986
Revised: August 1, 1986
Revised: August 7, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. _____

FIGURE 2: Existing Zoning Map

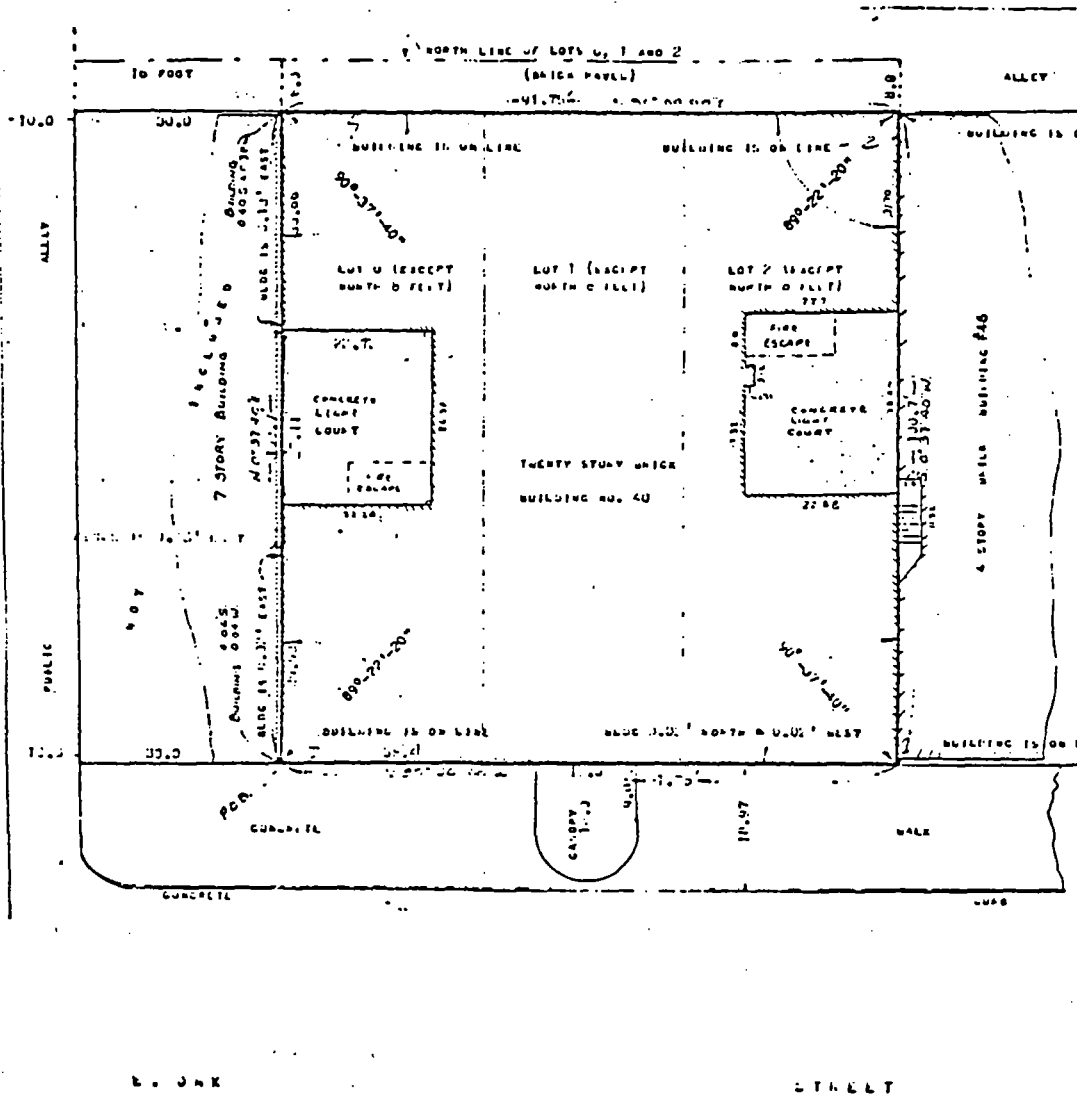


APPLICANT: 40 East Oak Apartments
180 North LaSalle Street
Chicago, Illinois 60601

DATE: May 29, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO.

FIGURE 3: Generalized Land Use Map



APPLICANT: 40 East Oak Apartments
180 North LaSalle Street
Chicago, Illinois 60601

DATE: May 29, 1986

COMMERCIAL PLAN OF DEVELOPMENT

COMMERCIAL PLANNED DEVELOPMENT NO.STATEMENTS

1. The area delineated herein as Commercial Planned Development (the "Planned Development") consists of 129,579 square feet of real property bounded on the north by a line 300.08 feet north of West Willow Street; on the east by North Clybourn Avenue and North Sheffield Avenue; on the south by a line beginning at a point 244.47 feet south of North Clybourn Avenue continuing westerly for 81.69 feet, thence southwesterly for 91.58 feet to a point 164.47 feet south of West Willow Street; and on the west by North Marcey Street (the "Property"), as identified in the drawing attached hereto entitled "Boundary and Property Line Map." The Property is currently owned by the LaSalle National Bank, as Trustee under Trust Agreement dated May 4, 1981 and known as Trust No. 10-38457-09.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews,

APPLICANT: Horwitz-Matthews, Inc.
814 North Franklin
Chicago, Illinois 60610

DATE: May 29, 1986

approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

4. The following uses shall be permitted within the Planned Development: Those uses permitted, except residential uses, in the C1 Restricted Commercial District and accessory uses subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved

APPLICANT: Horwitz-Matthews, Inc.
 814 North Franklin
 Chicago, Illinois 60610

DATE: May 29, 1986
 Amended July 25, 1986

areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. The height restriction of the development and any appurtenance attached hereto shall be subject to:

- (1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and
- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
- (3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

APPLICANT: Horwitz-Matthews, Inc.
814 North Franklin
Chicago, Illinois 60610

DATE: May 29, 1986

7. Off-street parking and loading facilities will be provided on a staged basis in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning, the Bureau of Traffic Engineering and Operations, the Chicago Plan Commission and the City Council Committee on Zoning.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning, Zoning and Inspectional Services. Temporary signs such as construction and marketing signs may be permitted subject to the aforestated approvals.

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated

APPLICANT: Horwitz-Matthews, Inc.
814 North Franklin
Chicago, Illinois 60610

DATE: May 29, 1986
Amended July 25, 1986

herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development under Chicago Zoning Ordinance Section 11.11-1(k):

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Horwitz-Matthews, Inc.
814 North Franklin
Chicago, Illinois

DATE: May 29, 1986

COMMERCIAL PLANNED DEVELOPMENT NO. _____
 PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
SQ. FEET	ACRES			
129,579	2.98	Uses permitted, except residential uses, in the C1 Restricted Commercial District and accessory related uses.	2.2	63%

GROSS SITE AREA = PUBLIC RIGHTS-OF-WAY + NET SITE AREA .

177,564 square feet = 47,985 square feet + 129,579 square feet

OFF STREET PARKING AND LOADING CONTROLS

MINIMUM NUMBER OF PARKING SPACES: 141

MAXIMUM NUMBER OF PARKING SPACES: 220*

3 LOADING DOCKS (one of which shall be 10' X 50')

MAXIMUM FLOOR AREA RATIO: 2.2

SETBACKS AND SITE COVERAGE

There will be no setbacks on the north parcel.
 The south parcel will be used solely for parking.

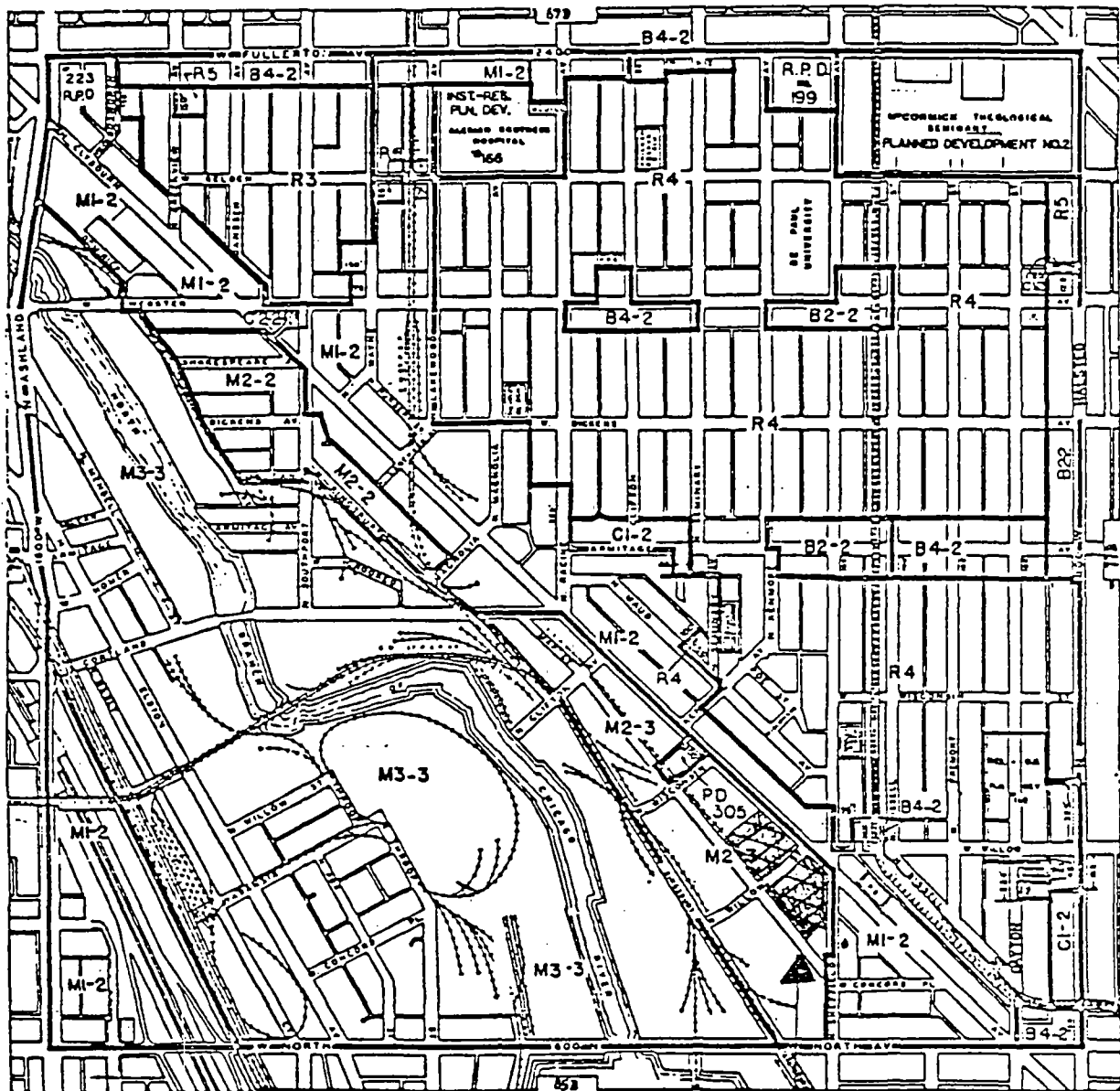
- * Required parking will be provided on a staged basis with a minimum of 141 spaces at the commencement of the use and a maximum of 220 spaces or a lesser amount no later than four years after the effective date of this ordinance, to be determined by the Commissioner of Planning with the approval of the Chicago Plan Commission and the City Council Committee on Zoning.
 If it is determined that an additional number of parking spaces above the minimum required by this planned development is required, such additional parking may be provided off-site with the approval of the Zoning Board of Appeals through a special use permit.

APPLICANT: Horwitz-Matthews, Inc.
 814 North Franklin
 Chicago, IL 60602

DATE: May 29, 1986
 Amended July 25, 1986
 Amended August 5, 1986

CHICAGO ZONING ORDINANCE

SEC. 32 T. 40N. R. 14E.



COMMERCIAL PLANNED DEVELOPMENT - EXISTING ZONING

APPLICANT: Horwitz-Matthews, Inc.
 814 North Franklin
 Chicago, Illinois 60610

SUBJECT SITE

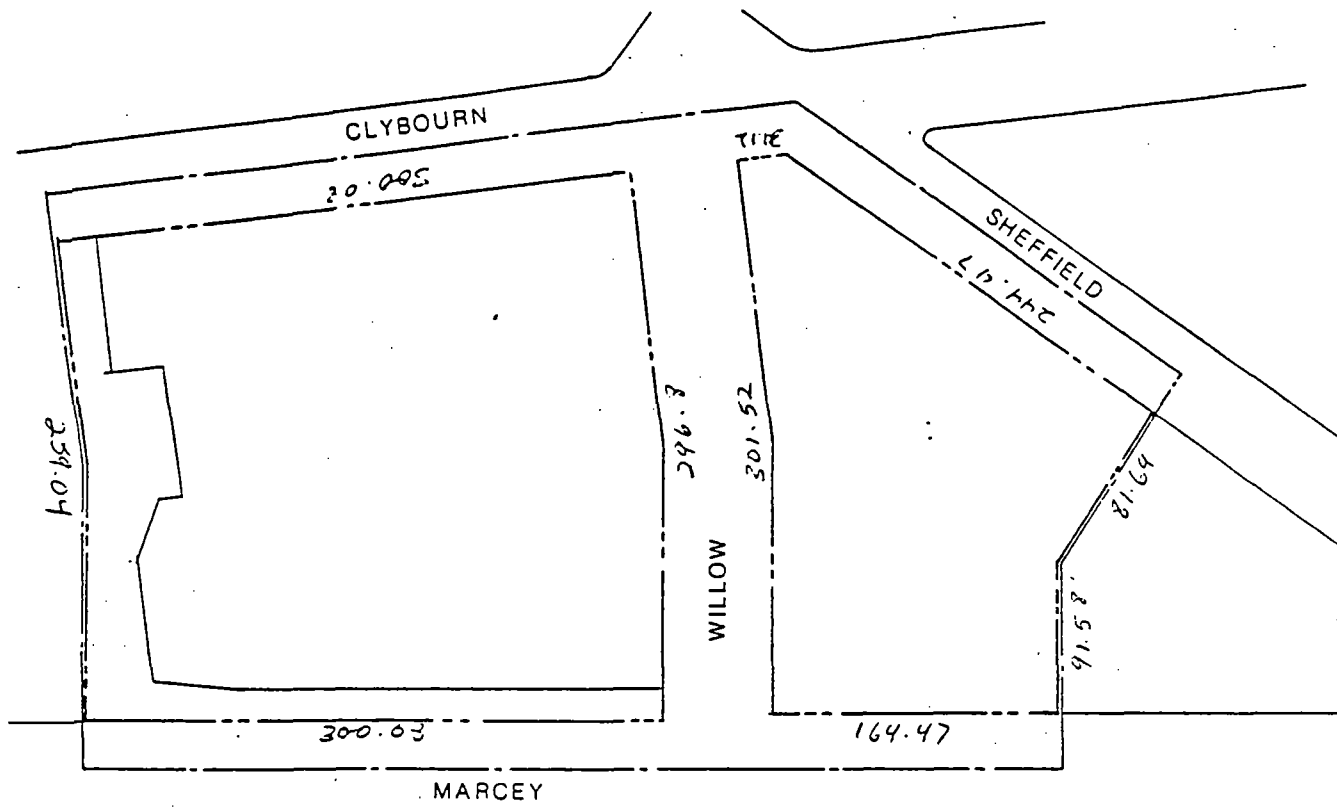
DATE: May 29, 1986

8/28/86

REPORTS OF COMMITTEES

33337

COMMERCIAL PLANNED DEVELOPMENT NO.
BOUNDARY AND PROPERTY LINE MAP



LEGEND

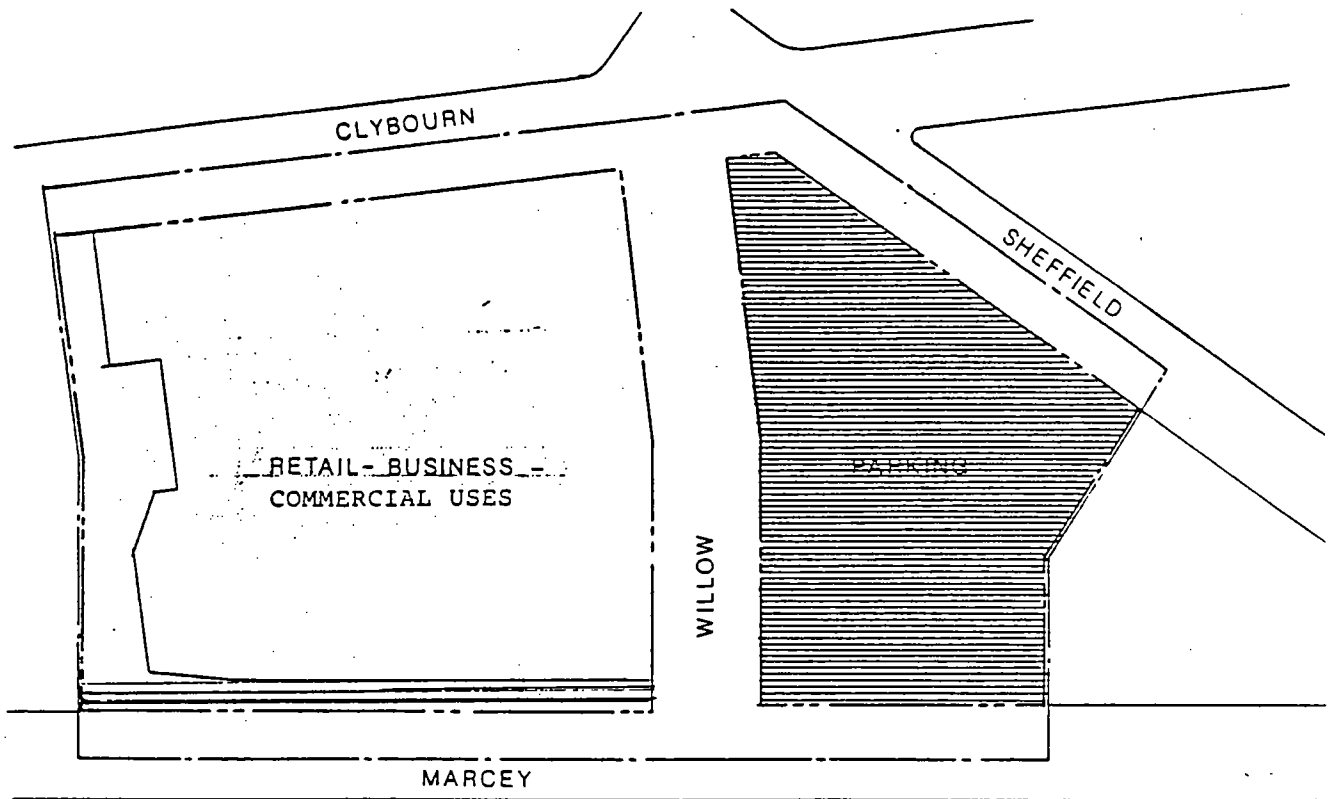
——— PROPERTY LINE

----- PLANNED DEVELOPMENT BOUNDARY

APPLICANT: Horwitz-Matthews, Inc.
814 North Franklin
Chicago, Illinois 60610

DATE: May 29, 1986

COMMERCIAL PLANNED DEVELOPMENT NO. _____
GENERALIZED LAND USE MAP



LEGEND

- PROPERTY LINE
----- PLANNED DEVELOPMENT BOUNDARY
[] RETAIL- BUSINESS - COMMERCIAL USES
[] PARKING

APPLICANT: Horwitz-Matthews, Inc.
814 North Franklin
Chicago, Illinois 60610

DATE: May 29, 1986

(Continued from page 33321)

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

Reclassification of Area Shown on Map No. 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Residential Manufacturing District symbols and indications as shown on Map No. 9-G in are bounded by

a line 99.14 feet north of West Roscoe Street; a line 90.75 feet east of the east line of the Chicago Milwaukee St. Paul & Pacific Railroad right-of-way; West Roscoe Street; North Clifton Avenue; the alley next south of West Roscoe Street; the alley next west of North Clifton Avenue; West School Street; North Racine Avenue; and the east line of the Chicago Milwaukee St. Paul & Pacific Railroad right-of-way,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Residential Planned Development printed on pages 33340
through 33345 of this Journal.]

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

Reclassification of Area Shown on Map No. 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family District symbols and indications as shown on Map No. 12-K in area bounded by

the alley next north and parallel to West 55th Street; South Kenneth Avenue; West 55th Street; and a line 209.10 feet west of and parallel to South Kenneth Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

(Continued on page 33346)

RESIDENTIAL PLANNED DEVELOPMENT
STATEMENTS

1. The area delineated herein as "Residential Planned Development" is owned or controlled by PAP Associates, an Illinois Partnership and is subject to a Contract of Sale to Atlantis Properties, Ltd. and The Kenard Corporation.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication or vacation of streets, or resubdivision of parcels shall require a separate submittal on behalf of the Applicant, its successors, assignees or grantees and approval by the City Council.
4. All applicable official review, approvals or permits are required to be obtained by the Applicant, its successors, assignees or grantees.
5. Service drives, if any, or any other ingress or egress lanes, not heretofore proposed to be dedicated shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved area.
6. 107 residential dwelling units and accessory uses and 107 off-street parking spaces shall be permitted within the planned development.
7. The following information sets forth data concerning the property included in said development. A Generalized Land Use Plan is also included illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. Identification signs may be permitted within the area delineated as Residential Planned Development subject to the review and approval of the Department of Inspectional Services and the Department of Planning.

APPLICANT: Atlantis-Kenard Joint Venture
222 West Ontario
Chicago, Illinois 60610

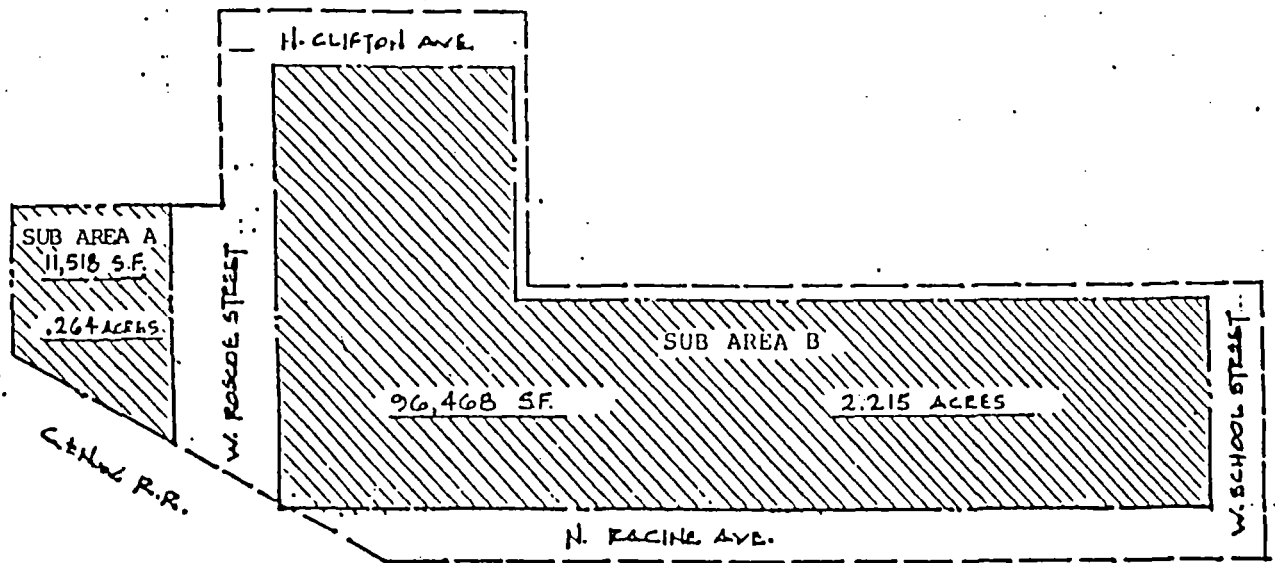
DATE: May 30, 1986
Revised: July 17, 1986

9. This Plan of Development is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development under Chicago Zoning Ordinance section 11.11-1(e).
10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as adopted by the Department of Planning.

APPLICANT: Atlantis-Kenard Joint Venture
222 West Ontario
Chicago, Illinois 60610

DATE: May 30, 1986
Revised: July 17, 1986

RESIDENTIAL PLANNED DEVELOPMENT
FIGURE 3: GENERALIZED LAND USE MAP



GENERALIZED LAND USE MAP

- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY
- [Hatched Box] DWELLING UNITS AND PARKING

APPLICANT: Atlantis-Kenard Joint Venture
222 West Ontario
Chicago, IL 60610

DATE: May 30, 1986
Revised: July 17, 1986

BUSINESS PLANNED DEVELOPMENT NO. 139, AS AMENDED
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
SQUARE FEET	ACRES			
Sub Area A 11,518	0.26	27 residential dwelling units and accessory uses	2.2	98%
Sub Area B 96,468	2.22	80 residential dwelling units and accessory uses	1.2	98%
Total 107,986	2.48	107 residential dwelling units and accessory uses	1.31	98%

Gross Site Area = Net Site Area + Area Remaining in Public Right-of-Way
153,289.98 = (Sub Area A: 11,518 + Sub Area B: 96,468) + 45,303.98

Off Street Parking:

Sub Area A: 27 spaces
Sub Area B: 80 spaces
Total: 107 spaces

Maximum Floor Area Ratio:

Sub Area A: 2.2
Sub Area B: 1.2
Total: 1.31

Set Backs and Site Coverage:

Sub Area A: Minimum Setbacks: 0
Maximum Site Coverage: 98%
Sub Area B: Minimum Setbacks: 0
Maximum Site Coverage: 98%
Total: Minimum Setbacks: 0
Maximum Site Coverage: 98%

APPLICANT: Atlantis-Kenard Joint Venture

ADDRESS: 222 West Ontario
Chicago, Illinois 60610

DATE: May 30, 1986
Revised: July 17, 1986

(Continued from page 33339)

Reclassification of Area Shown on Map No. 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 14-N in area bounded by

a line 110 feet north of and parallel to West 56th Street; the alley next east of and parallel to South Natoma Avenue; a line 100 feet north of and parallel to West 56th Street; South Nashville Avenue; a line 65 feet north of and parallel to West 56th Street; the alley next east of and parallel to South Natoma Avenue; a line 50 feet north of and parallel to West 56th Street; and South Natoma Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 16-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 16-L in area bounded by

West 63rd Street; a line 57 feet 8 inches east of the parallel to South Laverne Avenue; the alley next south of and parallel to West 63rd Street; and South Laverne Avenue,

to those of an C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

*Action Deferred -- AUTHORITY GRANTED TO RECLASSIFY
AREA SHOWN ON MAP NO. 7-F.*

The Committee on Zoning submitted a report recommending that Your Honorable Body pass a proposed ordinance transmitted therewith (referred to your committee on January 30, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying the area shown on Map No. 7-F.

Alderman Gabinski presented the following substitute proposed ordinance:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-4 General Retail Districts, B4-4 Restricted Service District, B5-4 General Service Districts symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; North Lehman Court; a line 55 feet north of West Wrightwood Avenue; a line 163.5 feet west of North Lehman Court; West Wrightwood Avenue; a line 136.21 feet west of the alley next west of and parallel to North Hampden Court; a line 49.9 feet south of West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; the alley next south of and parallel to West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; a line 148.1 feet north of West Deming Place; North Clark Street; West Deming Place; a line 200 feet east of North Clark Street; West St. James Place; a line 90 feet east of North Clark Street; a line 50 feet south of West St. James Place; a line 60 feet east of North Clark Street; West Roslyn Place; a line 92 feet east of North Clark Street; a line 86 feet south of West Roslyn Place; a line 75 feet east of North Clark Street; West Arlington Place; a line 50 feet east of North Clark Street; a line 77 feet south of West Arlington Place; a line 260 feet east of North Clark Street; a line 204 feet south of West Arlington Place; a line from a point 230 feet east of North Clark Street and 204 feet south of West Arlington Place; to a point 211 feet east of North Clark Street and 303.8 feet south of West Arlington Place; the alley next northwest of West Fullerton Parkway, or the line thereof if extended where no alley exists; the alley next east of and parallel to North Clark Street; West Fullerton Parkway; the alley next west of and parallel to North Clark Street a line 114 feet south of West Arlington Place; a line 110 feet west of North Clark Street; West Arlington Place; a line 98 feet west of North Clark Street; a line 100 feet north of West Arlington Place; North Clark Street; West Deming Place; a line 75 feet west of North Clark Street; a line 205 feet north of West Deming Place; the alley next west of and parallel to North Clark Street; West Wrightwood Avenue; a line from a point 125 feet west of North Clark Street along the north line of West Wrightwood Avenue, to a point 51.8 feet west of North Clark Street along the south line of the alley next north of West Wrightwood; the south line of the alley next north of West Wrightwood Avenue or the line thereof if extended where no alley exists; a line 89 feet west of North Clark Street; a line 180 feet south of West Drummond Place; the alley next west of the alley next west of and parallel to North Clark Street or the line thereof if extended where no alley exists; the alley next north of West Drummond Place; a line 49 feet east of the alley next east of and parallel to North Orchard Street; West Drummond Place; the alley next east of and parallel to North Orchard Street; West Schubert Avenue; a line 212 feet east of North Orchard Street; a line 180 feet west of Diversey Parkway; a line

112 feet east of North Orchard Street; the alley next south of and parallel to West Diversey Parkway; and North Orchard Street,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the B3-5 General Retail District and B5-2 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; a line 135 feet east of North Hampden Court; the alley next south of and parallel to West Diversey Parkway; and North Lehmann Court,

to those of a B3-4 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 3. Further, that the Chicago Zoning Ordinance be amended by changing all the B5-4 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 148.18 feet north of West Deming Place; a line 150 feet east of North Clark Street; a line 73.18 feet north of West Deming Place; a line 70 feet east of North Clark Street; West Deming Place; and North Clark Street,

to those of a B3-3 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 4. Further, that the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; North Pine Grove Avenue; the alley next south of West Diversey Parkway; and a line 135 feet east of North Hampden Court,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 5. Further, that the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 7-F in the area bounded by

West Deming Place; North Clark Street; West Arlington Place; a line 98 feet west of North Clark Street; a line 100 feet north of West Arlington Place; and the alley next west of and parallel to North Clark Street,

to those of a B3-3 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 6. This ordinance shall be in force after its passage and due publication.

Alderman Gabinski moved to *Adopt* the foregoing proposed substitute ordinance. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Evans and Alderman Frost, the said proposed substitute ordinance was *Deferred* and order published.

The following is said proposed substitute ordinance which was deferred and ordered published:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-4 General Retail Districts, B4-4 Restricted Service District, B5-4 General Service Districts symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; North Lehman Court; a line 55 feet north of West Wrightwood Avenue; a line 163.5 feet west of North Lehman Court; West Wrightwood Avenue; a line 136.21 feet west of the alley next west of and parallel to North Hampden Court; a line 49.9 feet south of West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; the alley next south of and parallel to West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; a line 148.1 feet north of West Deming Place; North Clark Street; West Deming Place; a line 200 feet east of North Clark Street; West St. James Place; a line 90 feet east of North Clark Street; a line 50 feet south of West St. James Place; a line 60 feet east of North Clark Street; West Roslyn Place; a line 92 feet east of North Clark Street; a line 86 feet south of West Roslyn Place; a line 75 feet east of North Clark Street; West Arlington Place; a line 50 feet east of North Clark Street; a line 77 feet south of West Arlington Place; a line 260 feet east of North Clark Street; a line 204 feet south of West Arlington Place; a line from a point 230 feet east of North Clark Street and 204 feet south of West Arlington Place; to a point 211 feet east of North Clark Street and 303.8 feet south of West Arlington Place; the alley next northwest of West Fullerton Parkway, or the line thereof if extended where no alley exists; the alley next east of and parallel to North Clark Street; West Fullerton Parkway; the alley next west of and parallel to North Clark Street a line 114 feet south of West Arlington Place; a line 110 feet west of North Clark Street; West Arlington Place; a line 98 feet west of North Clark Street; a line 100 feet north of West Arlington Place; North Clark Street; West Deming Place; a line 75 feet west of North Clark Street; a line 205 feet north of West Deming Place; the alley next west of and parallel to North Clark Street; West Wrightwood Avenue; a line from a point 125 feet west of North Clark Street along the north line of West Wrightwood Avenue, to a point 51.8 feet west of North Clark Street along the south line of the alley next north of West Wrightwood; the south line of the alley next north of West Wrightwood Avenue or the line thereof if extended where no alley exists; a line 89 feet west of North Clark Street; a line 180 feet south of West Drummond Place; the alley next west of the alley next west of and parallel to North Clark Street or the line thereof if extended where no alley exists; the alley next north of West Drummond Place; a line 49 feet east of the alley next east of and parallel to North Orchard Street; West Drummond Place; the alley next east of and parallel to North Orchard Street; West Schubert Avenue; a line

212 feet east of North Orchard Street; a line 180 feet west of Diversey Parkway; a line 112 feet east of North Orchard Street; the alley next south of and parallel to West Diversey Parkway; and North Orchard Street,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the B3-5 General Retail District and B5-2 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; a line 135 feet east of North Hampden Court; the alley next south of and parallel to West Diversey Parkway; and North Lehmann Court,

to those of a B3-4 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 3. Further, that the Chicago Zoning Ordinance be amended by changing all the B5-4 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 148.18 feet north of West Deming Place; a line 150 feet east of North Clark Street; a line 73.18 feet north of West Deming Place; a line 70 feet east of North Clark Street; West Deming Place; and North Clark Street,

to those of a B3-3 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 4. Further, that the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; North Pine Grove Avenue; the alley next south of West Diversey Parkway; and a line 135 feet east of North Hampden Court,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 5. Further, that the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 7-F in the area bounded by

West Deming Place; North Clark Street; West Arlington Place; a line 98 feet west of North Clark Street; a line 100 feet north of West Arlington Place; and the alley next west of and parallel to North Clark Street,

to those of a B3-3 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 6. This ordinance shall be in force after its passage and due publication.

Action Deferred -- AUTHORITY GRANTED TO RECLASSIFY
THE AREA SHOWN ON MAP NO. 7-F.

The Committee on Zoning submitted a report recommending that Your Honorable Body pass a proposed ordinance transmitted therewith (referred to your committee on January 30, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying the area shown on Map No. 7-F.

Alderman Gabinski presented the following substitute proposed ordinance:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; the alley next east of and parallel to North Halsted Street; West Schubert Avenue; the alley next east of and parallel to North Halsted Street; a line 30 feet south of West Schubert Avenue; and North Halsted Street,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District and C1-3 Restricted Commercial District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 325 feet south of West Schubert Avenue; the alley next east of and parallel to North Halsted Street; West Wrightwood Avenue; a line 147 feet east of North Halsted Street; the alley next south of and parallel to West Wrightwood Avenue; the alley next east of and parallel to North Halsted Street; the alley next north of and parallel to West Fullerton Parkway; and North Halsted Street,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

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

Alderman Gabinski moved to *Adopt* the foregoing propose substitute ordinance. The motion *Prevailed* by a viva voce vote.

Thereupon on motion of Alderman Evans and Alderman Frost, the said proposed substitute ordinance was *Deferred* and ordered published.

The following is said proposed substitute ordinance which was deferred and ordered published:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; the alley next east of and parallel to North Halsted Street; West Schubert Avenue; the alley next east of and parallel to North Halsted Street; a line 30 feet south of West Schubert Avenue; and North Halsted Street,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District and C1-3 Restricted Commercial District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 325 feet south of West Schubert Avenue; the alley next east of and parallel to North Halsted Street; West Wrightwood Avenue; a line 147 feet east of North Halsted Street; the alley next south of and parallel to West Wrightwood Avenue; the alley next east of and parallel to North Halsted Street; the alley next north of and parallel to West Fullerton Parkway; and North Halsted Street,

to those of a B3-2 General Retail District, and a corresponding use district is hereby established in the area above described.

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

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

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

CHICAGO, July 31, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass said proposed ordinances transmitted herewith (referred to your committee on January 30 and May 14, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 7-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 180 feet south of West Drummond Place; a line 89 feet west of North Clark Street; the south line of the alley next north of West Wrightwood Avenue or the line thereof if extended where no alley exists; a line from a point 51.8 feet west of North Clark Street along the south line of the alley next north of West Wrightwood Avenue, to a point 125 feet west of North Clark Street along the north line of West Wrightwood Avenue; West Wrightwood Avenue; the alley next west of and parallel to North Clark Street; a line 205 feet north of West Deming Place; a line 75 feet west of North Clark Street; West Deming Place; a line from a point 102.6 feet east of North Geneva Terrace along the south line of West Deming Place, to a point 110 feet east of North Geneva Terrace along the north line of the alley next north of and parallel to West Arlington Place; the alley next north of and parallel to West Arlington Place; a line 180.5 feet east of North Geneva Terrace; West Arlington Place; a line 361 feet east of North Geneva Terrace; the alley next north of and parallel to West Fullerton Parkway; a line 460 feet east of North Geneva Terrace; West Fullerton Parkway; North Geneva Terrace; West Deming Place; a line 200 feet east of North Orchard Street; West Wrightwood Avenue; and a line from a point 359.3 feet west of North Clark Street along the north line of West Wrightwood Avenue, to a point 257.5 feet west of North Clark Street and 180 feet south of West Drummond Place,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; North Lakeview Avenue; West Wrightwood Avenue; and the alley next west of North Lakeview Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as shown on Map No. 7-F in the area bounded by

the alley next south of and parallel to West Diversey Parkway; the alley next west of and parallel to North Pine Grove Avenue; a line 410 feet north of West Wrightwood Avenue; West Wrightwood Avenue; the alley next east of and parallel to North Hampden Court; a line 148 feet north of West Deming Place; and line 200 feet east of North Hampden Court; West Deming Place; a line 70 feet east of North Clark Street; a line 73 feet north of West Deming Place; a line 150 feet east of North Clark Street; a line 148.1 feet north of West Deming Place; the alley next west of and parallel to North Hampden Court; the alley next south of and parallel to West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; West Wrightwood Avenue; and North Lehmann Court,

to those of an R6 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 7-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-5 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; the alley next west of and parallel to North Lakeview Avenue; the alley next south of and parallel to West Diversey Parkway; and a line 150 feet west of the alley next west of and parallel to North Lakeview Avenue,

to those of a B3-2 General Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 7-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 100 feet north of West Arlington Place; a line 98 feet west of North Clark Street; West Arlington Place; a line 110 feet west of North Clark Street; a line 114 feet south of West Arlington Place; and the alley next west of and parallel to North Clark Street,

to those of an R6 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 7-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-4 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 55 feet north of West Wrightwood Avenue; North Lehmann Court; West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; a line 49.9 feet south of West Wrightwood Avenue; a line 136.21 feet west of the alley next west of and parallel to North Hampden Court; West Wrightwood Avenue; and a line 163.5 feet west of West Lehmann Court,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 7-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-4 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 205 feet north of West Deming Place; a line 75 feet west of North Clark Street; West Deming Place; and the alley next west of and parallel to North Clark Street,

to those of a R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.*

The Committee on Zoning submitted the following report, which was on motion of Alderman Evans and Alderman Frost *Deferred* and ordered published:

CHICAGO, July 31, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* said proposed ordinances transmitted herewith (referred to your committee on November 6, 1985, February 26, April 23, May 14, 30, June 25, and July 9, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 1-E.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the 7th floor of the existing building located at 435 North Michigan Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning regulations applicable to any other improved or unimproved portions of the above described area.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 5-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-G in area bounded by

a line 200 feet south of West Belden Avenue; the alley next east of North Janssen Avenue; a line 250 feet south of West Belden Avenue; and North Janssen Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 5-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 5-J in area bounded by

a line 75 feet west of and parallel to North Kedzie Avenue; the alley next north of and parallel to West North Avenue; North Kedzie Avenue; and West North Avenue,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 8-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by

a line 24 feet south of West 37th Street; the alley next east of and parallel to South Lowe Avenue; a line 192 feet south of West 37th Street; and South Lowe Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 8-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by

a line 275 feet north of the alley next north of and parallel to West 35th Street; South Wallace Street; the alley next north of and parallel to West 35th Street; and the alley next west of and parallel to South Wallace Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 9-I.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing and M1-2 Restricted Manufacturing Districts symbols and indications as shown on Map No. 9-I in area bounded by

a line 414 feet north of and parallel to West Addison Street; a line 392.63 feet west of and parallel to North Campbell Avenue (as measured at a point 414 feet north of and parallel to West Addison Street); a line 399.66 feet west of and parallel to North Campbell Avenue (as measured along the north line of West Addison Street); West Addison Street; a line 634.66 feet west of and parallel to North Campbell Avenue (as measured along West Addison Street); and a line 633.56 feet west of and parallel to North Campbell Avenue (as measured at a point 414 feet north of and parallel to West Addison Street),

to those of a B5-1 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 12-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 12-J in area bounded by

the north line of West 47th Place; South Kedzie Avenue; West 48th Place; a line 377 feet west of South Kedzie Avenue; a line 75 feet south of West 48th Place; a line 342 feet west of South Kedzie Avenue; a line from a point 328 feet south of West 48th Place and 342 feet west of South Kedzie Avenue, to a point 347.5 feet south of West 48th Place and 422 feet west of South Kedzie Avenue; a line 347.5 feet south of West 48th Place; a line from a point 465.75 feet west of South Kedzie Avenue and 347.5 feet south of West 48th Place to be connected by a 124.02 foot arc with a chord of 123.45 feet to a point 587 feet west of South Kedzie Avenue and 319.5 feet south of West 48th Place; a line from a point 587 feet west of South Kedzie Avenue and 319.5 feet south of West 48th Place to be connected by a 255.23 foot arc with a chord of 245.03 feet to a point 471 feet west of South Kedzie Avenue and 103.96 feet south of West 48th Place; a line 103.96 feet south of West 48th Place; and a line 472 feet west of South Kedzie Avenue,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 33361
through 33366 of this Journal.]

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 14-D.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 14-D in area bounded by

a line 255 feet south of and parallel to East 55th Street; South Woodlawn Avenue; a line 317.80 feet south of and parallel to East 55th Street; and a line 218.12 feet west of and parallel to South Woodlawn Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 14-M.

Be It Ordained by the City Council of the City of Chicago;

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 14-M in area bounded by

a line 151.02 feet north of and parallel to West 58th Street; South Central Avenue; a line 76.02 feet north of and parallel to West 58th Street; and the alley next west of and parallel to South Central Avenue,

to those of an R2 Single-Family Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

BUSINESS PLANNED DEVELOPMENT
PLAN OF DEVELOPMENT

STATEMENTS

1. The area delineated herein as the "Business Planned Development" is presently controlled by the City of Chicago, Department of Economic Development.
2. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Ingress and egress to such off-street facilities shall be via 47th Place, Kedzie Avenue and 48th Place.
3. All applicable official reviews, approvals or permits as required shall be obtained by the Department of Economic Development or its successors, assignees or grantees.
4. Dedication or vacation of streets, alleys and easements or adjustments to rights-of-way or consolidation or resubdivision shall require a separate submittal on behalf of the Department of Economic Development or its successors, assignees or grantees, and approval by the Chicago City Council.
5. The following uses shall be permitted within the area delineated herein as the Business Planned Development: supermarket, drug store, general merchandise, office, retail and service type business uses, together with parking and related uses as permitted under the C1 Restricted Commercial District (all exclusive of any principal activity of outdoor storage and auto service station uses).
6. Any and all service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago, with a minimum width of 20 feet to provide ingress and egress for emergency vehicles. Within such areas, no parking shall be permitted.
7. Signs within the Business Planned Development shall be subject to review and approval of the Department of Inspectional Services and the Department of Planning. There shall be no advertising signs permitted.

8. The information contained on the tables and maps attached hereto as exhibits provide data concerning the generalized plan of land use of the subject area.
9. The plan of development herein expressed, and as set forth in the exhibits attached hereto, is subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Applicant: City of Chicago
Department of Economic Development
20 North Clark Street
Chicago, Illinois 60602

Date:

8/28/86

REPORTS OF COMMITTEES

33363

BUSINESS PLANNED DEVELOPMENT NO.

AS AMENDED

PLANNED DEVELOPMENT USE & BULK
REGULATIONS & DATA

Net Site Area		General Description of Land Use	Maximum Floor Area Ratio	Maximum % of Land Coverage	Minimum # of Parking Spaces
Sq. Ft.	Acres				
244,434.2	5.61	Grocery, Drug Store, General Retail and Business as permitted under the C1 Restricted Commercial District	0.5	40%	165

Gross Site Area = Net site area 244,434.2 sq. ft. (5.61A) and area of
adjacent streets 31,530 sq. ft. (.73 A) = 275,964.2 sq. ft. (6.34 A)

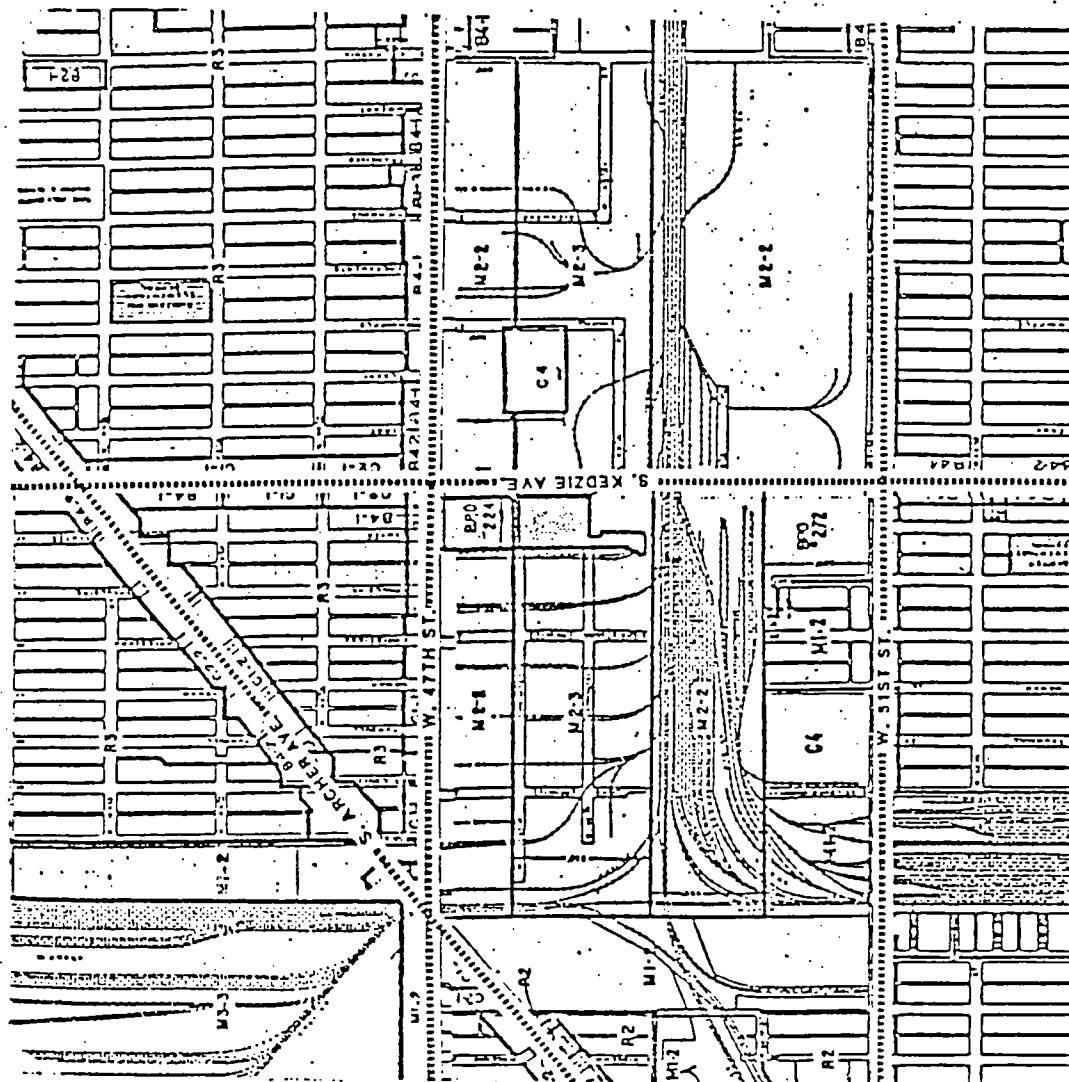
Minimum number of off-street loading spaces: 3

Minimum periphery setbacks at boundary lines: (5 feet on East along Kedzie Avenue
(0 feet on all other sides

APPLICANT: Department of Economic Development
City of Chicago

DATE:

BUSINESS PLANNED DEVELOPMENT NO.



EXISTING ZONING &
PREFERENTIAL
STREET SYSTEM

LEGEND

PROPOSED PLANNED
DEVELOPMENT

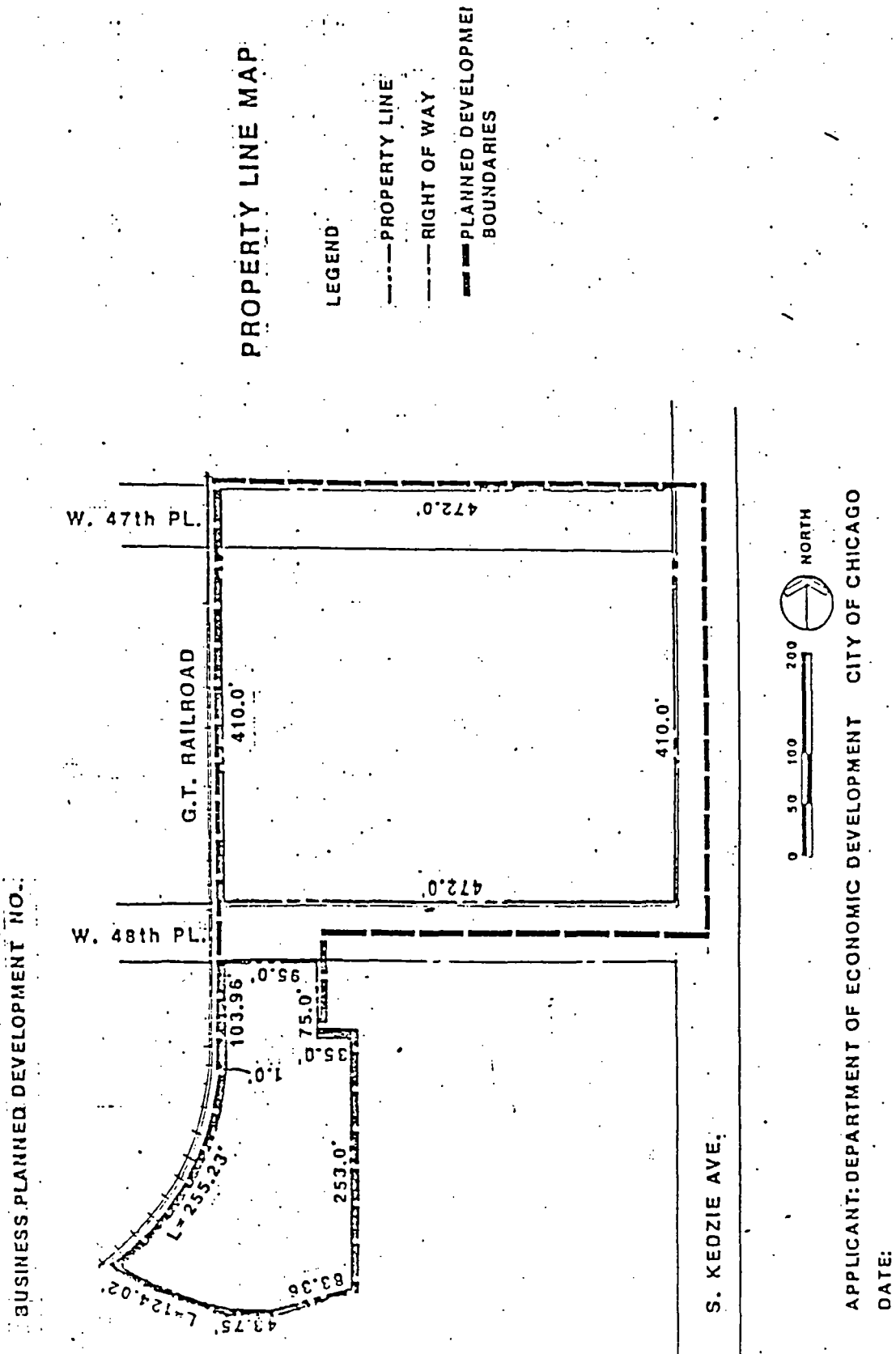
PREFERENTIAL STREETS

ZONING DISTRICT BOUNDARIES

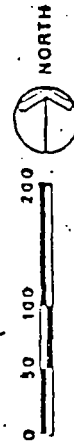
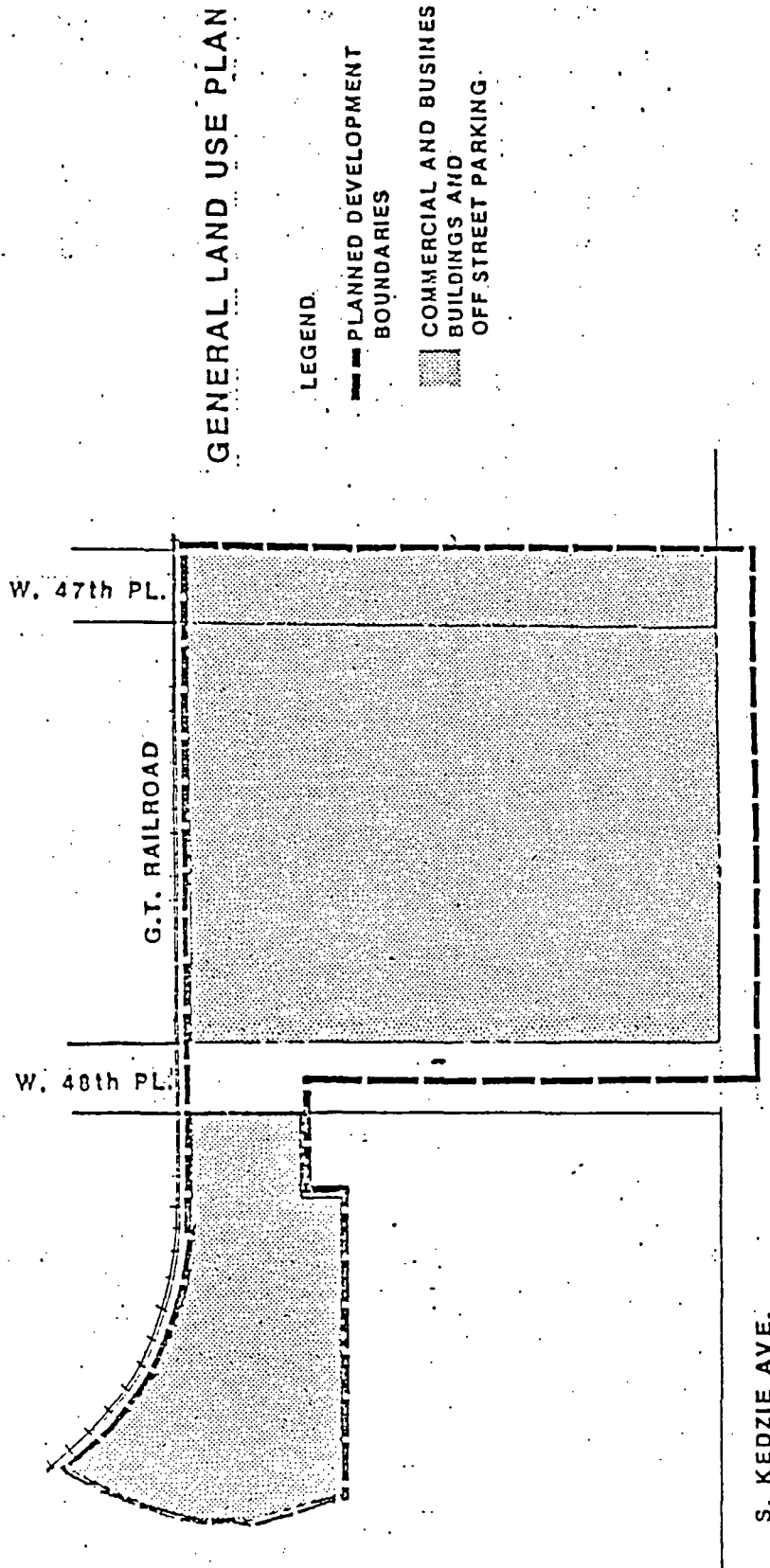
SCHOOLS

APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT CITY OF CHICAGO

DATE:



BUSINESS PLANNED DEVELOPMENT NO.



APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT · CITY OF CHICAGO

DATE:

Reclassification of Area Shown on Map No. 14-N.

Be It Ordained by the City Council of the City of Chicago;

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 14-N in area bounded by

a line 286.28 feet northeast of West 63rd Street; the east line of South Gullikson Road; West 63rd Street; and a line 184.06 feet west of and parallel to South Gullikson Road,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 16-C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Local Retail District symbols and indications as shown on Map No. 16-C in the area bounded by

a line 113 feet south of E. 67th Street; the alley next east of and parallel to S. Jeffery Avenue; a line 197 feet south of E. 67th Street; and S. Jeffery Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 18-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 18-G in the area bounded by

the alley next north of and parallel to West 79th Street; South Loomis Boulevard; West 79th Street; and a line 100 feet west of and parallel to South Loomis Boulevard,

to those of a B5-1 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 26-E.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 26-E in the area bounded by

a line 201.98 feet south of and parallel to East 109th Street; South Michigan Avenue;
a line 305.5 feet south of and parallel to East 109th Street; and the alley next west of
and parallel to South Michigan Avenue,

to those of a C2-3 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

JOINT COMMITTEE
COMMITTEE ON BUILDINGS.
COMMITTEE ON ZONING.

ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning submitted the following report:

CHICAGO, August 28, 1986.

To the President and Members of the City Council:

Your Committee on Buildings along with Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed orders transmitted herewith (referred June 25, July 9

and 29, 1986) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman,
Committee on Zoning.

(Signed) FRED B. ROTI,
Chairman,
Committee on Buildings.

On motion of Alderman Roti, the committee's recommendations were *Concurred In* and said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Frost was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following are said orders as passed (the italic heading in each case not being a part of the order):

2800 North Talman Avenue.

Ordered, That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Signal Corp., 140 East Tower Drive, Burr Ridge, IL 60521, Universal Automotive, Inc., 2800 North Talman Avenue, Chicago, IL 60618 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at as follows:

Dimensions: length 48 feet, height 19 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 912 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

2701 West George Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 S. Harlem Avenue, Bedford Park (Argo), IL 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2701 West George Street, Robert W. Carter (Carter Motors):

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 107 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3724 West 38th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to 3M National Advertising Company, 6850 South Harlem Avenue, Bedford Park, Illinois, 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3724 West 38th Street, National Liquid Fertilizer, Felix Medlevine-President:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 120 feet
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3965 South Keeler Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 S. Harlem Avenue, Bedford Park,

Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3965 South Keeler Avenue, Dike-O-Seal Inc.:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 103 feet
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3728 South Archer Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Sure Light Service Company, 7200 W. Lyons, Morton Grove, Illinois 60053, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3728 S. Archer Avenue, Burger King:

Dimensions: length 10 feet, height 10 feet
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4700 West 43rd Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to 3M National Advertising Company, 6850 South Harlem Avenue, Bedford Park, Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4700 West 43rd Street, Midway Metals, Incorporated:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 115 feet
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5852 West 63rd Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Great Sign Company, 4044 West McDonough Street, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5852 West 63rd Street, Green Light West Restaurant:

Dimensions: length 11 feet, 4 feet, height 6 feet, 19 feet
Height Above Grade/Roof to Top of Sign: 34 feet, 6 inches
Total Square Foot Area: 66 square feet, 76 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2700 South Kedzie Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Sure Light Service Company, 7200 W. Lyons, Morton Grove, Illinois 60053, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2700 S. Kedzie Avenue, Burger King:

Dimensions: length 10 feet, height 10 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6658 West Archer Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Signs, 4044 West McDonough Street, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6658 West Archer Avenue, advertising/business:

Dimensions: length 18 feet 0 inches, height 18 feet 0 inches,
Height Above Grade/Roof to Top of Sign: 30 feet, 0 inches
Total Square Foot Area: 150 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3242 North Cicero Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3242 North Cicero Avenue, advertising:

Dimensions: length 23 feet, height 22 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

25 East Walton Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State St. No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 25 East Walton Street, general advertisers - various copy:

Dimensions: length 12 feet, height 36 feet
Height Above Grade/Roof to Top of Sign: 40 feet (plus 5 feet for temporary extensions)
Total Square Foot Area: 864 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5625 North Broadway.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to E. R. Crosstown Electric, 2825 N. Oakley Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5625 North Broadway, Loeber Motors:

Dimensions: length 17 feet 7 inches, height 5 feet 8 inches
Height Above Grade/Roof to Top of Sign: 40 feet above grade, 18 feet above roof
Total Square Foot Area: 99.2 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2214-2224 West Cermak Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Mumford Properties, 3344 W. Cermak Road, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2214-2224 West Cermak Road, advertising:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 80 feet
Total Square Foot Area: 120 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

606 West Roosevelt Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Wing Sign Co., Inc., 1828 W. Belmont Avenue, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 606 West Roosevelt Road, Chernin's Shoes:

Dimensions: length 126 feet 0 inches, height 32 feet 0 inches
Height Above Grade/Roof to Top of Sign: approximately 10 feet
Total Square Foot Area: 4,032 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

30 North Michigan Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 N. Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 30 North Michigan Avenue, Michigan Avenue National Bank:

Dimensions: length 76 feet 0 inches, height 35 feet 0 inches
Height Above Grade/Roof to Top of Sign: 44 feet
Total Square Foot Area: 996 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7601 South State Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to E.R. Crosstown Electric, 2825 N. Oakley Avenue, Chicago, IL 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7601 South State Street, Mobil Oil:

Dimensions: length 19 feet, 1 inch, height 7 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 70 feet
Total Square Foot Area: 288 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2254-2260 East 79th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All-Sign Corporation, 5501 W. 109th Street, Oak Lawn, IL 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2254-2260 East 79th Street, South Shore Hospital:

Dimensions: length 40 feet, height 10 feet
Height Above Grade/Roof to Top of Sign: 22 feet
Total Square Foot Area: 800 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4402 West Congress Parkway:

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to E.R. Crosstown Electric, 2825 N. Oakley Avenue, Chicago, IL 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4402 West Congress Parkway, Mobil Oil:

Dimensions: length 19 feet, 1-1/2 inches, height 7 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 288 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3330 North Kimball Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to ER Crosstown Electric, 2825 N. Oakley, Chicago, IL 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3330 North Kimball Avenue, Mobile Oil:

Dimensions: length 19 feet, 1 inch, height 7 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 70 feet
Total Square Foot Area: 288 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2416 South Indiana Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2416 South Indiana Avenue, advertising:

Dimensions: length 60 feet, height 20 feet

Height Above Grade to Top of Sign: 100 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1401 South Halsted Street.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1401 South Halsted Street, Advertising:

Dimensions: length 60 feet, height 20 feet
Height Above Grade to Top of Sign: 110 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3145 South Ashland Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 N. Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3145 South Ashland Avenue, Riverside Square Plaza:

Dimensions: length 19 feet 0 inches, height 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 420 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4343 South Pulaski Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Signal Corp., 140 E. Tower Drive, Burr Ridge, Illinois 60521, for the erection of three signs/signboards over 24 feet in height and/or over 100 square feet (in area of one face) at 4343 South Pulaski Road:

Dimensions: length 15 feet, 0 inches, 10 feet, 0 inches, 15 feet, 0 inches, height 10 feet, 0 inches, 2 feet, 0 inches, 2 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 26 feet, 6 inches
Total Square Foot Area: 208 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3318 South Pulaski Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3318 South Pulaski Road, Advertising:

Dimensions: length 23 feet, height 22 feet
Height Above Grade/Roof to Top of Sign: 41 feet, 3 inches
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2533 South Stark Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2533 South Stark Street, advertising:

Dimensions: length 60 feet, height 20 feet
Height Above Grade to Top of Sign: 99 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3631 West Harrison Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Jerald I. Much, Co., 4557 West Albion, Lincolnwood, Illinois 60646, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3631 West Harrison Street, advertising:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 80 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1101 South Central Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1101 South Central Avenue, advertising:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 120 feet
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5200 West Harrison Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5200 West Harrison Street, advertising:

Dimensions: length 60 feet, height 20 feet

Height Above Grade to Top of Sign: 95 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5801 West North Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5801 North Avenue, advertising:

Dimensions: length 23 feet, height 22 feet
Height Above Grade to Top of Sign: 46 feet
Total Square Foot Area: 759 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6310 North Nagle Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, 4900 N. Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6310 North Nagle Avenue - Milwaukee and Devon, Dominick's:

Dimensions: length 26 feet, height 10 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 260 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

164 East Grand Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 164 East Grand Avenue, advertising:

Dimensions: length 23 feet, height 22 feet
Height Above Grade to Top of Sign: 36 feet
Total Square Foot Area: 1012 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

469 West Huron Street.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 300 N. State Street, 5706 Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at N.W. Corner of Erie and Hudson at Common Address: 469 West Huron Street, general advertisers - various copy:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 90 feet (plus 5 feet for temporary extensions.)
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4513 North Clark Street.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4513 North Clark Street, advertising:

Dimensions: length 23 feet, height 22 feet
Height Above Grade to Top of Sign: 52 feet 3 inches
Total Square Foot Area: 759 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5822 South Western Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern and Company Signs, 3257 S. Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5822 South Western Avenue, Sherwin Williams Company:

Dimensions: length 8 feet 0 inches, height 10 feet 0 inches
Height Above Grade/Roof to Top of Sign: 42 feet
Total Square Foot Area: 80 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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 location designated, for the distances specified, which were *Referred to Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>ROTI</i> (1st Ward)	South Federal Street (east side) from a point 100 feet south of the property line of West Congress Parkway to a point 40 feet south thereof -- at all times;
<i>STREETER</i> (17th Ward)	West 79th Street at 814 -- 8:00 A.M. to 11:00 P.M. -- at all times;
<i>SOLIZ</i> (25th Ward)	South Ashland Avenue (east side) from a point 108 feet south of West 18th Street to a point 37 feet south thereof -- at all times;
<i>GABINSKI</i> (32nd Ward)	North Ashland Avenue at 2824 (alongside on Wolfram Street) approximately 50 feet -- at all times;
<i>HAGOPIAN</i> for <i>MELL</i> (33rd Ward)	North Artesian Avenue (east side) alongside of 2424-2426 West Fullerton Avenue -- at all times; West Fullerton Avenue (north side) at 2344 -- 7:00 A.M. to 8:00 P.M. -- Mondays through Sundays;
<i>O'CONNOR</i> (40th Ward)	North Clark Street (west side) at 5906 -- 9:00 A.M. to 7:00 P.M. -- Mondays through Sundays; North Western Avenue (west side) at 5613, 20-30 feet -- at all times;
<i>NATARUS</i> (42nd Ward)	North Dearborn Street at 415 approximately 30 feet (from the door to the first alley south thereof) -- at all times; West Erie Street at 421 -- 7:00 A.M. to 6:00 P.M. -- Mondays through Saturdays; West Illinois Street at 225-229 (four car spaces) -- 8:00 A.M. to 6:00 P.M. -- Mondays through Fridays; East Oak Street at 111 -- 9:00 A.M. to 4:00 P.M. -- Mondays through Saturdays;

Alderman	Location, Distance and Time
	North State Street at 1135 -- at all times;
<i>OBERMAN</i> (43th Ward)	North Lincoln Avenue (north side) from a point 472 feet north of North Seminary Avenue to a point 90 feet north thereof -- 7:00 A.M. to 6:00 P.M. -- Mondays through Fridays;
	North Lincoln Avenue (east side) from a point 60 feet north of North Seminary Avenue to a point 35 feet north thereof -- 8:00 A.M. to 4:00 P.M. -- Mondays through Fridays;
<i>ORBACH</i> (46th Ward)	North Broadway (west side) at 4424 - - 7:00 A.M. to 7:00 P.M. -- Mondays through Saturdays;
<i>O'CONNOR</i> for <i>SCHULTER</i> (47th Ward)	North Ashland Avenue (west side) at 3830 -- 8:30 A.M. to 6:00 P.M. -- Mondays through Saturdays.

Referred -- EXPANSION OF LOADING ZONE ON
PORTION OF WEST LAWRENCE AVENUE.

Alderman Laurino (39th Ward) presented a proposed order to expand the existing loading zone at 3719 West Lawrence Avenue to a point 25 feet west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF 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
<i>ROTI</i> (1st Ward)	South Federal Street between West Congress Parkway and West Harrison Street -- southerly;

Alderman

Public Way

HUMES (8th Ward)

Alley of 87th and Stony Island and 87th and Harper Avenue a one-way northbound and that the T of the alley 1500 to 1600 East 87th Street be made one way westbound;

MAJERCZYK (12th Ward)

East-west alley bounded by West 38th Street and West 39th Street between South Wolcott Street and South Honore Street -- easterly;

HAGOPIAN (30th Ward)

West Roscoe Street from North Kilbourn Avenue to North Cicero Avenue -- westerly;

CULLERTON (38th Ward)

West Lawrence Avenue from a point 200 feet west of North Austin Avenue to North Narragansett Avenue -- westerly;

O'CONNOR (40th Ward)

North Hermitage Avenue from West Peterson Avenue to West Rosehill Drive - - southerly;

ORBACH (46th Ward)

West Dakin Street between North Seminary Avenue and North Broadway -- easterly;

STONE (50th Ward)

North Hermitage Avenue between West Granville Avenue and North Ridge Avenue -- southerly.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF SOUTH MILLARD AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on South Millard Avenue from West 108th Place to West 108th Street (instead of northerly direction), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF WEST 108TH PLACE.

Alderman Sheahan (19th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on West 108th Place from South Lawndale Avenue to South Millard Avenue (instead of easterly direction), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF WEST 108TH STREET.

Alderman Sheahan (19th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on West 108th Street from South Millard Avenue to South Lawndale Avenue (instead of westerly direction), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF WEST CHARLESTON STREET.

Alderman Hagopian for Alderman Mell (33rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic on West Charleston Street from the first alley west of North Maplewood Avenue (instead of from North Western Avenue to North Maplewood Avenue -- westerly), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF NORTH KEELER AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on North Keeler Avenue between West Wrightwood Avenue and West Fullerton Avenue (instead of southerly direction), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF WEST LAWRENCE AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance to discontinue the one-way traffic restriction on West Lawrence Avenue from North Narragansett Avenue to North Austin Avenue -- easterly, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXTENSION OF PARKING METER AREA 513.

Alderman Roti (1st Ward) presented a proposed order for the extension of parking meter area 513 on both sides of South Dearborn Street between West Congress Parkway and West Harrison Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER ZONES ON
PORTION OF SOUTH PARKSIDE AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance for the removal of parking meter zones on portion of South Parkside Avenue from West 63rd Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER AT 3719 WEST
LAWRENCE AVENUE.

Alderman Laurino (39th Ward) presented a proposed order for the removal of a parking meter in front of 3719 West Lawrence Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS ON PORTION
OF WEST ILLINOIS STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of four parking meters in front of 225-229 West Illinois Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles for the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
KELLAM (18th Ward)	West 82nd Place (south side), from South Pulaski Road to the first alley east thereof -- 9:00 A.M. to 9:00 P.M. -- Mondays through Saturdays;

Alderman	Location, Distance and Time
<i>SHEAHAN</i> (19th Ward)	South Walden Parkway from 10206 to 10230 -- 10:00 A.M. to 4:00 P.M. -- Mondays through Fridays;
<i>SHERMAN</i> (21st Ward)	South Yale Avenue (both sides), from East 95th Street to the first alley south thereof -- 1 hour;
<i>HAGOPIAN</i> (30th Ward).	North Laramie Avenue (east side), from 2400 to 2432 -- 9:00 A.M. to 6:00 P.M. -- Mondays through Saturdays;
<i>BANKS</i> (36th Ward)	West Grand Avenue (north side), from North Newland Avenue to North Sayre Avenue -- 8:00 A.M. to 6:00 P.M. -- Mondays through Fridays;
<i>PUCINSKI</i> (41st Ward)	West Balmoral Avenue (both sides), between North Mont Clare and North Nottingham Avenues -- 8:00 A.M. to 6:00 P.M. -- Mondays through Fridays; North Harlem Avenue (east side), from 5331 to 5337 -- 10:00 A.M. to 6:00 P.M. -- Mondays through Saturdays.

Referred -- DISCONTINUANCE OF PARKING LIMITATION
ON PORTION OF SOUTH HERMITAGE AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance to discontinue the parking limitation on South Hermitage Avenue from West 35th Street to the first alley south thereof from 9:00 A.M. to 6:00 P.M. except on Saturdays, Sundays and Holidays, 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 all times at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>PUCINSKI</i> (41st Ward)	North Nordica Avenue between West Higgins Avenue and West Gregory Street;
<i>NATARUS</i> (42nd Ward)	West Delaware Place at 47-49 (at either side of driveway on Chestnut Street);
<i>OBERMAN</i> (43rd Ward)	North Cleveland Avenue (both sides) from North Lincoln Avenue to a point 20 feet south thereof; West Dickens Avenue (south side) from North Lincoln Avenue to a point 50 feet west thereof; North Lincoln Avenue (west side) from West Dickens Avenue to a point 20 feet south thereof.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>ROTI</i> (1st Ward)	South Dearborn Street (west side) from a point 30 feet south of the property line of West Congress Parkway to a point 166 feet south thereof;
<i>SAWYER</i> (6th Ward)	South Evans Avenue (east side) at 7915 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Essex Avenue (west side) at 7730 (except for handicapped);
<i>HUTCHINSON</i> (9th Ward)	South Langley Avenue at 11212 (except for handicapped);
<i>VRDOLYAK</i> (10th Ward)	South Manistee Avenue (east side) from East 95th Street north to the right-of-way of the Rock Island RR viaduct;

Alderman

Location and Distance

South Torrence Avenue (both sides) from a point 120 feet north of East 105th Street to a point 120 feet south of East 105th Street;

MAJERCZYK (12th Ward) West 36th Place at 2624 (except for handicapped);

West 38th Street (south side) at 2907 (except for handicapped);

West 40th Street at 2522 (except for handicapped);

MADRZYK (13th Ward) West 60th Place (south side) at 3553 (except for handicapped);

STREETER (17th Ward) South Union Avenue (west side) at 7516 (except for handicapped);

South Wood Street (east side) at 7743 (except for handicapped);

SHEAHAN (19th Ward) South Longwood Drive at 11130- 11138;

SOLIZ (25th Ward) West 19th Street (north side) at 1532 (except for handicapped);

West 19th Street (south side) at 1721, driveway;

GUTIERREZ (26th Ward) North Campbell Avenue (west side) from a point 20 feet north of the first east-west alley north of West Homer Street to a point approximately 70 feet north thereof;

West Crystal Street (north side) at 1930 (except for handicapped);

W. DAVIS (27th Ward) South Francisco Avenue at 1134, 60 feet;

SMITH (28th Ward) West Arthington Street (north side) at 3940 (except for handicapped);

Alderman

Location and Distance

West Monroe Street at 4048 (except for handicapped);

West Washington Boulevard at 4217 (at either side of the driveway);

HAGOPIAN (30th Ward)

North Latrobe Avenue (west side) at 2316 (except for handicapped);

West Montana Street at 5044 (except for handicapped);

West Wrightwood Avenue at 4947 (except for handicapped);

SANTIAGO (31st Ward)

West Kamerling Avenue at 4026 (except for handicapped);

GABINSKI (32nd Ward)

West Cortland Street at 2023 (except for handicapped);

West Homer Street at 2130 (except for handicapped);

HAGOPIAN for *MELL* (33rd Ward)

West Medill Avenue (north side) at 2548, driveway;

North Mozart Street (east side) at 2713 (except for handicapped);

West Stave Street (odd side) at 2001-2099 from West Armitage Avenue to Francis Place;

KOTLARZ (35th Ward)

North Hamlin Avenue at 2334 (except for handicapped);

West Henderson Street (south side) at 4307, last space near alley toward entrance (except for handicapped);

North Karlov Avenue at 2336 (except for handicapped);

BANKS (36th Ward)

North Major Avenue (east side) at 2937 (except for handicapped);

Alderman

Location and Distance

	North Mulligan Avenue at 2943 (except for handicapped);
	North Pontiac Avenue (east side) at 3957 (except for handicapped);
	North Rutherford Avenue (west side) at 1952 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Cornelia Avenue (both sides) from North Cicero Avenue to the first alley west thereof;
	West Newport Avenue (south side) at 4821 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Ridgeway Avenue (east side) at 4919 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North California Avenue (north side) from West Winona Avenue to a point 100 feet north thereof;
<i>NATARUS</i> (42nd Ward)	North Mohawk Street at 1546 (except for handicapped);
<i>MC LAUGHLIN</i> (45th Ward)	West Farragut Avenue (north side) at 6952 (except for handicapped);
	West Foster Avenue (south side) at 6749 (except for handicapped);
<i>ORBACH</i> (46th Ward)	West Belle Plaine Avenue (north side) at 926, driveway;
	North Marine Drive (both sides) from West Montrose Avenue to a point approximately 100 feet north to the exit ramp of North Lake Shore Drive;
<i>O'CONNOR</i> for <i>SCHULTER</i> (47th Ward)	West Ainslie Street (north side) at 1754 (except for handicapped);

Alderman	Location and Distance
<i>STONE</i> (50th Ward)	West Devon Avenue (both sides) from North Damen Avenue to North Ridge Avenue, trucks only; West Fitch Avenue (south side) at 2755 (except for handicapped); North Maplewood Avenue (east side) at 6433 (except for handicapped); North Ridge Boulevard (west side) from West Loyola Avenue to West Pratt Boulevard.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>KELLAM</i> (18th Ward)	West 85th Street (north side) from South Pulaski Road to the first alley east thereof -- 8:00 A.M. to 10:00 P.M. -- Mondays through Fridays;
<i>KRYSTYNIAK</i> (23rd Ward)	Archer Avenue (both sides) from South Kenneth Avenue to South Kilbourn Avenue -- 12 Midnite to 7:00 A.M. -- Mondays through Sundays;
<i>HAGOPIAN</i> for <i>MELL</i> (33rd Ward)	West Oakdale Avenue (south side) from a point 107 feet east of North Oakley Avenue to a point 100 feet east thereof -- 6:00 A.M. to 6:00 P.M. -- Mondays through Fridays;
<i>PUCINSKI</i> (41st Ward)	North Olcott Avenue (both sides) at 5500 -- 7:00 A.M. to 4:00 P.M. -- Mondays through Fridays.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles at the times and locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
MAJERCZYK (12th Ward)	West 37th Street (both sides) from South Damen Avenue to Wolcott Street south side 7:00 A.M. to 9:00 A.M., north side 4:00 P.M. to 6:00 P.M. except Saturdays, Sundays and holidays;
KELLAM (18th Ward)	West 85th Street (north side) from South Pulaski Road to the first alley east thereof;
SHEAHAN (19th Ward)	West 98th Street (both sides) from South Walden Parkway to South Longwood Drive -- 8:00 A.M. to 10:00 A.M. except on Saturdays, Sundays and holidays;
HAGOPIAN (30th Ward)	West Oakdale Avenue (south side) from a point 107 feet east of North Oakley Avenue to a point 65 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Mondays through Fridays.
SANTIAGO (31st Ward)	West Pierce Avenue at 3504 (Ted Barr);

Referred -- ESTABLISHMENT OF RESIDENT PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish resident permit parking zones for vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
BLOOM (5th Ward)	East 74th Street (south side) from South Jeffery Boulevard to South Chappel Avenue;

Alderman

-- Location, Distance and Time

HUTCHINSON (9th Ward)

East 103rd Place (both sides) between South Cottage Grove Avenue and South Corliss Avenue -- 7:00 A.M. to 12:30 P.M. -- Mondays thru Fridays;

VRDOLYAK (10th Ward)

South Burley Avenue (both sides) between East 135th Street and East 136th Street -- 8:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays;

SHEAHAN (19th Ward)

South Christiana Avenue (both sides) from West 110th Street to West 111th Street -- 24 hours a day -- 7 days a week;

KRYSTYNIAK (23rd Ward)

5300 Block of South Meade Avenue (both sides) -- 8:00 A.M. to 6:00 P.M. -- Sundays thru Saturdays;

KOTLARZ (35th Ward)

North Drake Avenue (both sides), from 3868 thru 3941 -- at all times -- Sundays thru Saturdays;

3400 block of West Melrose Street (both sides), from North Kimball Avenue to North St. Louis Avenue -- 9:00 A.M. to 4:00 P.M. -- Mondays thru Fridays;

LAURINO (39th Ward)

North Lenox Avenue (both sides of the 6100 block), between North Caldwell Avenue and North Leoti Avenue -- at all times -- with no exceptions;

PUCINSKI (41st Ward)

West Balmoral Avenue (both sides), from 7200 to 7242 -- at all times -- with no exceptions;

North Mont Clare Avenue (both sides), between West Summerdale Avenue and West Balmoral Avenue;

O'CONNOR for
SCHULTER (47th Ward)

4800 block of North Hamilton Avenue (both sides), from West Lawrence Avenue to West Ainslie Avenue.

Referred -- ESTABLISHMENT OF RESIDENT PERMIT
PARKING ZONES ON PORTION OF SOUTH
NATOMA AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed order to establish a resident permit parking zone at 5411 South Natoma Avenue to park a pickup truck, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT 4550 WEST 57TH STREET.

Alderman Madrzyk (13th Ward) presented a proposed order to designated 4550 West 57th Street as a service drive and to permit diagonal parking in said location, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF DIAGONAL PARKING
ON PORTION OF WEST ALBION AVENUE.

Alderman Pucinski (41st Ward) presented a proposed order to establish diagonal parking on the south side of West Albion Avenue between North Milwaukee Avenue and the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC-
CONTROL SIGNALS.

The aldermen named below presented proposed orders for the installation of automatic traffic-control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Signal
KRYSTYNIAK (23rd Ward)	West 63rd Street and South Nashville Avenue;
PUCINSKI (41st Ward)	West Higgins Avenue and North Sayre Avenue.

Referred -- SURVEY FOR ERECTION OF APPROPRIATE
TRAFFIC SIGN AT SPECIFIED LOCATION.

Alderman D. Davis (29th Ward) presented a proposed order to conduct a survey for the erection of appropriate signs at the corners of West Hirsch Street and North Massasoit 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
BLOOM (5th Ward)	East 70th Street and South Crandon Avenue -- "Stop";
SAWYER (6th Ward)	East 77th Street and South Calumet Avenue -- "Stop";
	South Dobson Avenue and East 78th Street -- "Stop"
	South Indiana Avenue and East 97th Street -- "2-Way Stop";
	South Michigan Avenue and East 83rd Street -- "4-Way Stop";
	South Wabash Avenue and East 83rd Street -- "3-Way Stop";
	East 77th Street and South Indiana Avenue -- "Stop";
	East 78th Street and South Prairie Avenue -- "Stop";
	East 85th Street and South Calumet Avenue -- "2-Way Stop";
	East 85th Street and South King Drive -- "2-Way Stop";
	East 86th Street and South Calumet Avenue -- "2-Way Stop";

Alderman

Location and Type of Sign

East 90th Street and South Langley Avenue -- "Stop";

East 90th Street and South St. Lawrence Avenue -- "Stop";

East 94th Street, South King Drive, South State Street (alley) and East 95th Street -- "Stop";

BEAVERS (7th Ward)

South Luella Avenue and East 91st Street -- "Stop";

South Muskegon Avenue and East 80th Street -- "Stop";

South Paxton Avenue and East 91st Street -- "Stop";

HUTCHINSON (9th Ward)

South Michigan Avenue and East 105th Street -- "Stop";

South Princeton Avenue (one-way street/northerly), at the intersection of West 119th Street (southwest corner) -- "Do Not Enter";

East 106th Street and South Corliss Avenue -- "Stop";

West 120th Street and South Stewart Avenue -- "Stop";

West 120th Street and South Wentworth Avenue -- "Stop";

West 120th Street and South Princeton Avenue -- "3-Way Stop";

VRDOLYAK (10th Ward)

East 105th Street and South Avenue J -- "Stop";

East 132nd Street and South Carondelet Avenue -- "All-Way Stop";

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NEW BUSINESS PRESENTED BY ALDERMEN

33399

Alderman

Location and Type of Sign

HUELS (11th Ward)

South Union Avenue and West 48th Place -- "2-Way Stop";

West 31st Place and South May Street -- "2-Way Stop";

MAJERCZYK (12th Ward)

West 40th Street and South Albany Avenue -- "Stop";

West 42nd Street and South Washtenaw Avenue -- "2-Way Stop";

MADRZYK (13th Ward)

South Knox Avenue and West 62nd Street -- "Stop";

North end of the "T" alley at West 63rd Place and the south end at South Latrobe Avenue -- "Through Traffic Prohibited";

West 70th Place and South Hamlin Avenue -- "2-Way Stop";

CARTER (15th Ward)

South Winchester Avenue and West 60th Street -- "4-Way Stop";

South Winchester Avenue and West 61st Street -- "2-Way Stop";

South Wood Street and West 65th Street -- "2-Way Stop";

West 54th Street and South Laflin Avenue -- "2-Way Stop";

West 59th Street and South Winchester Avenue -- "4-Way Stop";

West 60th Street and South Winchester Avenue -- "4-Way Stop";

West 66th Street and South Seeley Avenue -- "4-Way Stop";

West 68th Street and South Winchester Avenue -- "4-Way Stop";

Alderman	Location and Type of Sign
<i>LANGFORD</i> (16th Ward)	West 61st Street and South Sangamon Street -- "2-Way Stop"; West 65th Street and South Laflin Street -- "2-Way Stop"; West 68th Street and South Bishop Street -- "2-Way Stop"; West 68th Street and South Green Street -- "2-Way Stop";
<i>STREETER</i> (17th Ward)	West 77th Street and South May Street -- "2-Way Stop"; West 78th Street and South Lowe Avenue -- "2-Way Stop";
<i>KELLAM</i> (18th Ward)	West 77th Street and South Damen Avenue -- "Stop"; West 78th Street and South Damen Avenue -- "Stop";
<i>SHEAHAN</i> (19th Ward)	South Fairfield Avenue and West 110th Street -- "4-Way Stop"; West 107th Street and South Lawndale Avenue -- "2-Way Stop";
<i>KELLEY</i> (20th Ward)	East Marquette Road and South Dorchester Avenue -- "Stop"; East 64th Street and South Dante Avenue -- "Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	South Kilbourn Avenue at the intersection of West 52nd Street -- "Stop"; West 52nd Street and South Mason Avenue -- "4-Way Stop";
<i>GUTIERREZ</i> (26th Ward)	North Bell Avenue and West Lemoyne Avenue -- "Stop"; North Hoyne Avenue and West Cortez Street -- "Stop";

8/28/86

NEW BUSINESS PRESENTED BY ALDERMEN

33401

Alderman

Location and Type of Sign

West Potomac Avenue and North Hoyne Avenue -- "Stop";

North Talman Avenue and West Cortland Street -- "Stop"

West Thomas Street and North Winchester Avenue -- "Stop";

West Wabansia Avenue and North Kedzie Avenue -- "Stop";

HAGOPIAN (30th Ward)

North Lamon Avenue and West Concord Place -- "3-Way Stop";

SANTIAGO (31st Ward)

West Cortland Street and North Harding Avenue -- "Stop";

GABINSKI (32nd Ward)

North Wolcott Avenue and West Fletcher Street -- "Stop";

HAGOPIAN for *MELL* (33rd Ward)

North Albany Avenue and West George Street -- "2-Way Stop";

North California Avenue and West Belle Plaine Avenue -- "4-Way Stop";

West Logan Boulevard and North Francisco Avenue -- "2-Way Stop";

West Logan Boulevard and North Rockwell Street -- "2-Way Stop";

KOTLARZ (35th Ward)

West Grace Street and North Ridgeway Avenue -- "2-Way Stop";

Intersection of Parkview Terrace and North Lawndale Avenue -- "4-Way Stop";

West Wrightwood Avenue and North Springfield Avenue -- "2-Way Stop";

BANKS (36th Ward)

West George Street and North Mulligan Avenue -- "4-Way Stop";

Alderman

Location and Type of Sign

North Mulligan Avenue and West George Street -- "4-Way Stop";

North-south alley in the 3000 and 3100 blocks between North Neenah and North Nashville Avenues -- "No Through Traffic";

North Parkside Avenue and West Schubert Avenue -- "3-Way Stop";

West Schubert Avenue and North Parkside Avenue -- "3-Way Stop";

West Schubert Avenue and North Sayre Avenue -- "Stop";

West Schubert Avenue and North Sayre Avenue -- "2-Way Stop";

CULLERTON (38th Ward)

West Cornelia Avenue and North Sayre Avenue -- "Stop";

North Nottingham Avenue and West Waveland Avenue -- "Stop";

West Roscoe Street and North Newcastle Avenue -- "Stop";

West School Street and North Major Avenue -- "Stop";

LAURINO (39th Ward)

Southwest corner of West Ainslie Street and North Kostner Avenue -- "Stop";

North Nokomis Avenue and Leoti Avenue -- "2-Way Stop";

O'CONNOR (40th Ward)

North Virginia Avenue and West Thorndale Avenue -- "2-Way Stop";

PUCINSKI (41st Ward)

West Balmoral Avenue and North Nottingham Avenue -- "4-Way Stop";

8/28/86

NEW BUSINESS PRESENTED BY ALDERMEN

33403

Alderman	Location and Type of Sign
	West Rosedale Avenue and North Merrimac Avenue -- "4-Way Stop";
	West Touhy Avenue and North Oriole Avenue -- "4-Way Stop";
OBERMAN (43rd Ward)	West Diversey Avenue and North Commonwealth Avenue -- "All-Way Stop";
MC LAUGHLIN (45th Ward)	Northwest corner of West Lawrence Avenue and North Leclair Avenue -- "No Right Turn on Red";
ORBACH (46th Ward)	West Montrose Avenue and North Hazel Street -- "4-Way Stop";
	Southeast corner of North Seminary Avenue and West Dakin Street -- "Stop";
O'CONNOR for SCHULTER (47th Ward)	West Cuyler Avenue and North Wolcott Avenue -- "4-Way Stop";
	The mouth of the north-south alley between North Ashland Avenue and North Hermitage Avenue; between West Carmen Avenue and West Winona Street -- "No Through Traffic";-
STONE (50th Ward)	North Hoyne Avenue and West Norwood Street -- "Stop";
	West Rosemont Avenue and North Troy Street -- "Stop";

Referred -- ESTABLISHMENT OF WEIGHT LIMITATION
AT SPECIFIED LOCATIONS.

The alderman named below presented proposed ordinances to fix a weight limitation for trucks and commercial 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)	East 123rd Street from South State Street to South Indiana Avenue -- 5 tons;
CULLERTON (38th Ward)	North Oak Park Avenue from West Belmont Avenue to West Irving Park Road -- 2 tons;
PUCINSKI (41st Ward)	North Nagle Avenue between North Milwaukee Avenue and North Northwest Highway -- 5 tons.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented four proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN ROTI (1st Ward):

To classify as a B4-2 Restricted Service District instead of an R5 General Resident District the area shown on Map No. 2-G bounded by

West Vernon Park Place; a line 50 feet east of and parallel to South Aberdeen Street; the alley next south of and parallel to West Vernon Park Place; and South Aberdeen Street.

BY ALDERMAN SOLIZ (25th Ward):

To classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 4G bounded by

a line 120 feet north of and parallel to West 19th Street; the alley next east of and parallel to South Loomis Street; a line 48 feet north of and parallel to West 19th Street; South Loomis Street.

BY ALDERMAN LAURINO (39th Ward):

To classify as a B5-1 General Service District instead of R4 General Residence and B3-2 General Retail Districts the area shown on Map No. 15-J bounded by

a line from a point 779 feet southwest of West Devon Avenue as measured along the southeast line of McCormack Road to a point 212.18 feet southeast of McCormack Road and 62.67 feet west of the North Shore Channel; a line from a point 212.18 feet southeast of McCormack Road and 62.67 feet west of the North Shore Channel to and perpendicular to the North Shore Channel; the North Shore Channel; a line from a point 1283.76 feet southwest of West Devon Avenue as measured along the southeast line of McCormack Road to a point 918.73 feet north of North Lincoln Avenue as measured along the west line of the North Shore Channel.

BY ALDERMAN OBERMAN (43rd Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

the alley next south of and parallel to West Wrightwood Avenue; the alley next east of and parallel to North Wayne Avenue; a line 200 feet north of West Altgeld Street; North Wayne Street; a line 214 feet north of West Altgeld Street; and the alley next west of and parallel to North Wayne Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 223 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
ROTI (1st Ward)	Dearborn Park Condominium Association;
EVANS (4th Ward)	The Chippewa Apartments Association;
	5223-5225 South Dorchester Condominium Association (2);
	5100 Hyde Park Condominium Association;
	4950 Powhatan Building Corporation;
	Drexel Avenue/Square Condominium;

Alderman

Claimant

Barclay Condominium Homeowners
Association;

BLOOM (5th Ward)

Winston South Condominium;

2038-2048 East 72nd Place
Condominium Association;

Ruskin Apartments;

Parkshore Associated Limited
Partnership;

HUMES (8th Ward)

7901-7911 Ellis Condominium
Associated;

VRDOLYAK (10th Ward)

Elaine Ball;

MADRZYK (13th Ward)

Kenton Building Organization;

South Homan Condominium
Association;

Kings Court Condominium Phase II;

KELLAM (18th Ward)

Park Place Condominium Association;

2728 West 87th Street Condominium
Association;

SHEAHAN (19th Ward)

Labella Casa Condominium;

KELLEY (20th Ward)

Greenwood West Co-op Apartments
Incorporated;

KRYSTYNIAK (23rd Ward)

Thomas E. Weglarz;

Thomas Greco;

Al Szudorski;

Dale J. Mueller;

D. DAVIS (29th Ward)

Ms. Annie Mitchell;

Gladys J. Laududale;

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NEW BUSINESS PRESENTED BY ALDERMEN

33407

Alderman

Claimant

HAGOPIAN (30th Ward)

William Halter;

MELL (33rd Ward)

David and Pamela Jost;

Annamarie Larsen;

KOTLARZ (35th Ward)

Belle Plaine Condominium Association;

Byron-Kedvale Condominium
Association;

Breton Court Byplex Owners
Association;

BANKS (36th Ward)

8216 Belmont Building;

2159 N. Harlem Building
Association;

Colonial Terrace Condominium;

Oakfield North Condominium
Association;

GILES (37th Ward)

Arthur B. Baumgartner;

CULLERTON (38th Ward)

Washington House Condominiums;

LAURINO (39th Ward)

Leonard R. Lauricella;

O'CONNOR (40th Ward)

Summerdale Condominiums;

PUCINSKI (41st Ward)

Northwest Point Condominium
Association;

Birchtree Manor No. 5 Condominium
Association;

Cassiel Condominium Association;

Norwood Court Incorporated;

6847-6849 North Olmsted Condominium
Association;

Edison Place Condominium Association;

Alderman

Claimant

6005-6009 Neola Condominium
Association;

Innisbrook Condominium Association 4;

Edison Villa Condominiums;

Edgewood Manor I;

Friendly Village No. 2 Condominium
Association;

5147-5151 North East River
Road Condominium Association;

Northwest Terrace Building
Condominium Association;

Parkview Condominium Association
East;

Innisbrook Condominium Association 5;

Innisbrook 3 Condominium Association;

Bridgeview Garden Condominium
Association;

Friendly Village Condominium
Association;

Shenandoah Condominium Association;

Edison Park Place Condominium
Association;

Edison Parker 2 Place Condominium
Association;

NATARUS (42nd Ward)

Carl Sandburg Village Condominium
Association 2;

20 E. Cedar Condominium Association;

Lowell House Condominium
Association;

8/28/86

NEW BUSINESS PRESENTED BY ALDERMEN

33409

Alderman

Claimant

Faulkner House Condominium
Association;

Drake Tower Apartments, Incorporated;

The Towers Condominium Association;

Carl Sandburg Village Condominium
Association I;

73 E. Elm Condominium Association;

40 E. Cedar Condominium Association;

200 E. Delaware Condominium
Association;

1516 N. State Parkway Condominium
Association;

201 E. Chestnut Condominium
Association;

990 Lake Shore Drive Homeowners
Association;

1150 Condominium Association;

100 E. Walton Condominium
Association;

175 E. Delaware Place Homeowners
Association;

1000 Condominium Association;

209 Lake Shore Drive Building
Corporation;

247 E. Chestnut Condominium
Association;

220 E. Walton Condominium
Association;

1530 N. Dearborn Condominium
Association;

Alderman

Claimant

LaSalle Terrace Condominium
Association;

30 E. Division Condominium
Association;

180 E. Pearson Street Homeowners
Association;

227-237 East Delaware Place
Corporation;

1 East Scott Condominium
Association;

Lake Shore Drive Homeowners
Association;

OBERMAN (43rd Ward)

2144 Lincoln Park West Condominiums
Homeowners Association;

Kennelly Square Condominium
Association;

1540 Lake Shore Drive Corporation;

Warwick Condominium Association;

Fullerton Colonnade Condominium
Association;

399 Corporation;

The 1550 State Parkway Condominium
Association;

916-918 W. Fullerton Parkway
Condominium Association;

Brownstone Condominium Association;

317 W. Belden Condominium
Association;

1400 State Parkway Condominium
Association;

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NEW BUSINESS PRESENTED BY ALDERMEN

33411

Alderman

Claimant

714-716 Webster Condominiums;

Sheffield Lofts Condominium
Association;

2400 Lakeview Condominium
Association;

2500 Lakeview Condominium
Association;

1418 N. Lake Shore Drive Condominium
Association;

2650 Lakeview Condominium
Association;

351-353 W. Dickens Condominium
Association;

Ambassador House Condominiums;

515 Wrightwood Condominium
Association;

1500 Lake Shore Drive Building
Corporation;

2626 Lakeview Condominium
Association;

2629 Hampden Court Condominium
Association;

Clybourn Lofts Condominium
Association;

Ritchie Tower Condominium;

HANSEN (44th Ward)

Barry Condominiums;

3150 Condominium Association;

3470 N. Lake Shore Drive
Condominium Association;

Alderman

Claimant

Bel-Harbour Condominium
Association;

2912 Condominium Association;

320 Oakdale Condominium Association;

438-448 Surf Condominium Association;

442 Wellington Co-operative;

460 West Barry Condominium
Association;

420 Aldine Condominium Association;

511 West Melrose Condominium
Association;

3110 North Sheridan Road
Condominium Association;

3150 North Sheridan Road
Condominium Association;

Harbour House Condominium
Association;

659 Condominium Association;

560 Roscoe Building Condominium
Association;

609 West Stratford Condominium
Association;

Darien Condominium Home
Association;

415 Aldine Condominium Association;

Belmont Condominium Association;

3314 Condominium Association;

3440 Lake Shore Drive Condominium
Association;

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NEW BUSINESS PRESENTED BY ALDERMEN

33413

Alderman

Claimant

Barry Avenue Townhouses;

3180 Condominium Association;

Eddystone Condominium Homes,
Incorporated;

Addison Court Condominium
Association;

3300 Lake Shore Drive Condominium
Association;

Commonwealth Plaza Condominium
Association;

Gaslight Village Condominium
Association;

607 West Buckingham Condominium
Association;

433 West Wellington Condominium;
Association;

2909 North Sheridan Road
Condominium Homes Association;

3018-3020 North Sheridan Road
Condominium Association;

833-835 Buckingham Condominium
Association;

336 Wellington Condominium
Association;

The Wellington Condominium
Association;

2970 Lake Shore Drive Condominium
Association;

MC LAUGHLIN (45th Ward)

LeCour Condominium;

Lawrence Condominium Association;

Alderman

Claimant

Carousel Courts Condominium
Association;

West Higgins Avenue Condominium;

Milwaukee Courts Condominium
Association;

Windsor House Condominium
Association;

Cameron Courts Condominium;

5312-5314 Windsor Condominium;
Association;

Orleans Condominium Association;

Edmunds Street Condominium
Association;

Jeffersonian Condominium
Association;

Board of Managers-San Souci
Condominium;

Keystone Manor Condominium
Association;

Jefferson Square Condominium
Association, Incorporated;

Lanai Courts Association;

Wilson Court Condominium;

4105-4113 West Cullum Condominium
Association;

Rosedale Condominium Association;

Windsor Court Condominium #1;

Keystone Gardens Apartments #2;

Byron Courts Condominium;

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NEW BUSINESS PRESENTED BY ALDERMEN

33415

Alderman

Claimant

Windsor Long Condominium
Association;

Keeler Arms;

Winder Lane Condominium;

Goodman Court Condominium;

Winder Lane Condominium;

Janis Courts Association;

The Park Condominium Association;

ORBACH (46th Ward)

Imperial Towers Condominium
Association;

3730-3740 Lake Shore Drive
Condominium Association;

3825 Condominium Association;

Waterford Condominium Association;

Pattington Condominium Association;

Gill Park Cooperative;

740-742 Bittersweet Condominium
Association;

663 Grace Condominium Association;
Association;

O'CONNOR for
SCHULTER (47th Ward)

4744 Paulina Condominium Association;

VOLINI (48th Ward)

5757 N. Sheridan Road Condominium
Association;

Thorndale Beach South Condominium;

Princeton House Condominium
Association;

Alderman

Claimant

425-429 W. Margate Terrace
Condominium Association (2);

Margate Green Condominium
Association; -

5100 Marine Drive Condominium
Association;

Horizon House Condominium
Association;

Park Edgewater Condominium
Association;

6118 N. Sheridan Road Condominium
Association;

Tiara Homeowners Association;

Granville Tower Condominium Association;

Edgewater Beach Apartments Corporation;

912-914 Margate Condominium
Association;

5445 N. Kenmore Homeowners Association;
Argyle Apartment Building Cooperative;

5445 Edgewater Plaza Condominium
Association;

Hollywood Towers Condominium
Association;

Thorndale Beach North;

Edgewater Plaza Condominium
Association;

6251 N. Glenwood Association;

5445 N. Kenmore Homeowners Association;

Malibu East Condominium Association;

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NEW BUSINESS PRESENTED BY ALDERMEN

33417

Alderman

Claimant

6121 Sheridan Road Condominium
Association;

First Kenmore Condominium Association;

ORR (49th Ward)

Glenwood Condominium Association;

STONE (50th Ward)

2041 W. Farwell Avenue Condominium
Association;

7312 N. Ridge Condominium Association;

Ivy Courte Condominium Association;

Park Castle Condominium Association;

Granville Gardens Condominium
Association;

Jack Rohde;

Barbara S. Miles;

Susan Spiegel Pastin;

Raymond Chaet.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

**DRAFTING OF ORDINANCES FOR VACATION OF
SPECIFIED PUBLIC WAYS.**

Two proposed orders reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the remaining portion of West Cullerton Street lying between the east line of South LaSalle Street and the west line of South Clark Street for the American National Bank, as Trustee, Trust No. 050630 (No. 21-1-86-1093); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of West Grenshaw Street lying between South Wolcott Avenue and South Wood Street for the University of Illinois (No. 18-1-86-1089); 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 orders. The motion *Prevailed*.

On motion of Alderman Roti, the foregoing proposed orders were *Passed*.

Referred -- ESTABLISHMENT OF TAXICAB STAND 566 ON
PORTION OF NORTH WELLS STREET.

Also, a proposed ordinance to establish taxicab stand 566 on North Wells Street, along the west curb from a point 100 feet north of the north building line of West Madison Street to a point 60 feet north thereof for three taxicabs, which was *Referred to the Committee on Local Transportation*.

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION
OF SOUTH FRANKLIN STREET.

Also, a proposed ordinance to establish a bus stand on South Franklin Street, along the east curb from a point 20 feet south of the south line of West Adams Street to a point 112 feet south thereof for one double decker bus, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR SUNDRY ORGANIZATIONS.

Also, nine proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank and Trust, U/T 64020 -- to maintain and use a vaulted area for use as a parking facility under South Franklin and West Monroe Streets;

Auditorium Garage, Incorporated -- to maintain and use a four-level cantilevered structure over the public right-of-way adjacent to its property at 63-69 East Congress Parkway for the purpose of parking automobiles;

DePaul University -- to maintain and use three pipes for utility connections under the public way adjacent to its property at 25 East Jackson Boulevard;

Food Court Catering Service, Incorporated -- to occupy a portion of the public right-of-way adjacent to its property at 117 South Clinton Street for use as a sidewalk cafe;

Inland Steel Company -- to maintain and use two levels of vault space used for the storage of fuel oil under the north-south alley east of South Dearborn Street in rear of 21-41 South Dearborn Street;

Morton Hotel Partners -- to construct, maintain and use thirteen caissons in the public right-of-way adjacent to its property at 538 South Dearborn Street;

Stroebeck, Reiss and Company -- to maintain and use as now constructed vaulted areas used for storage, in the block bounded by East Adams Street, East Monroe Street, South State Street and South Wabash Avenue and adjacent to the premises at 30 East Adams Street;

The Lurie Company -- to maintain and use as now constructed a time-and- temperature indicator adjacent to its property at 221 North LaSalle Street;

The McDermott Foundation -- to construct, maintain and use a subsurface space (vault) at the southeast corner of West Washington Boulevard and North Sangamon Street adjacent to its property at 932 West Washington Street.

Referred-- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTIONS OF SPECIFIED STREETS
FOR VARIOUS EVENTS.

Also, six proposed orders to close to traffic portions of specified streets for the events designated, which were *Referred to the Committee on Beautification and Recreation*, as follows:

South Dearborn Street between West Polk Street and West Harrison Street, on Saturday, August 23, 1986, from 3:00 P.M. to Midnight to hold a street square dance;

East Jackson Boulevard between South Columbus Drive and South Lake Shore Drive from 7:00 P.M. on Monday, August 25, to 1:00 P.M. on Monday, September 1, 1986, in conjunction with the 1986 Chicago Jazz Festival in Grant Park; also to close South

Columbus Drive between East Congress and East Monroe Street from 8:00 A.M. on Wednesday, August 27, to Midnight on August 31, 1986, for the same purpose;

East Lake Street between North Wabash Avenue and North Michigan Avenue on Tuesday, August 12, 1986, from 4:30 P.M. to 7:30 P.M., for a privately held fundraising event;

West Lexington Street between South Ada Street and South Loomis Street on Saturday, September 6, 1986 from 7:00 A.M. to 10:00 P.M. for the purpose of holding the Italian Village Fair;

North State Street between Randolph Street and Lake Street, from 9:00 A.M. on Wednesday, September 10 to 6:00 P.M. on Tuesday, September 11, 1986, for the grand opening of the Chicago Theatre;

State Street Mall, on the east sidewalk, from East Washington Street to East Randolph Street on September 5, 1986, from 9:00 A.M. to 11:00 A.M. for promotional purposes by Marshall Field and Company.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED
LOCATIONS.

Also, three proposed orders for the issuance of permits to the organizations listed for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Bond Drug Company of Illinois -- to maintain and use eight existing canopies at 300 North Michigan Avenue;

William Guido -- to maintain and use two existing canopies at 1120 West Taylor Street;

The Tremont Theatre Row Partnership, an Illinois limited partnership -- to construct, maintain and use two canopies at the corner of North Dearborn Street and West Lake Street.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 629 WEST CERMAK ROAD.

Also, a proposed order for the issuance of a sign permit to Classic Advertising, Incorporated for the erection of a sign/signboard at 629 West Cermak Road for a warehouse and factory, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN RUSH (2nd Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
17 BY ADDING NEW SECTION 17-1.53 ESTABLISHING
ABANDONED FACILITIES INSPECTION UNIT.

A proposed ordinance to amend Chapter 17 of the Chicago Municipal Code, by adding thereto a new section to be known as Section 17-1.53, in reference to the establishment of an Abandoned Facilities Inspection Unit within the Division of Energy and Environmental Protection having the responsibility of inspecting for the presence of toxic substances in abandoned facilities, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
17 BY ADDING NEW SECTION 17-1.54 IN REFERENCE
TO HANDLING OF TOXIC WASTE.

Also, a proposed ordinance to amend Chapter 17 of the Chicago Municipal Code by adding a new section thereto, to be known as Section 17-1.54, in reference to provisions governing certain owners or operators of industrial or commercial establishments handling or storing toxic substances, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
17 BY ADDING NEW SECTION 17-1.55 ESTABLISHING
POSITION OF TOXIC CO-ORDINATOR.

Also, a proposed ordinance to amend Chapter 17 of the Chicago Municipal Code by adding thereto a new section, to be known as Section 17-1.55, in reference to the establishment of a "Toxic Co-Ordinator" position and duties relating thereto, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF NORTH-SOUTH ALLEY WITHIN EAST 31ST
STREET, EAST 32ND STREET, SOUTH PRAIRIE
AVENUE AND SOUTH INDIANA AVENUE
FOR "JAZZ" IN THE ALLEY"
EVENT.

Also, a proposed order to grant permission to the Jazz in the Alley, c/o Ms. Oshun Mugwana, for the closing to traffic of the north-south alley bounded by East 31st Street, East 32nd Street, South Prairie Avenue and South Indiana Avenue on Sunday, August 31, 1986, for the conduct of a fundraising event, "Jazz In The Alley", which was *Referred to the Committee on Beautification and Recreation.*

Referred -- SHIFTING OF RESPONSIBILITY FOR OBTAINING CITY
COUNCIL MEETING INVOCATOR FROM CITY CLERK TO
COMMITTEE ON COMMITTEES, RULES
AND APPOINTMENTS.

Also, a proposed resolution to shift the responsibility for obtaining invocators for the City Council meetings from the City Clerk to the Committee on Committees, Rules and Appointments, which was *Referred to the Committee on Committees, Rules and Appointments.*

Referred -- URGING OF DIRECTOR OF ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY TO APPEAR BEFORE COMMITTEE
ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES HEARING.

Also, a proposed resolution urging the Director of the Illinois Environmental Protection Agency to appear at a hearing of the City Council Committee on Energy, Environmental Protection and Public Utilities to describe what kind of assistance the agency can offer the City, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Referred -- TWENTY-FOUR HOUR ENVIRONMENTAL HOTLINE
TO BE WIDELY PUBLICIZED THROUGHOUT CITY.

Also, a proposed resolution to widely publicize the twenty-four hour environmental hotline (744-4074) throughout the City of Chicago (this number is to be called to report the suspicious, improper or illegal use, handling, or dumping of toxic substances), which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Referred -- COMMITTEE ON HOUSING URGED TO CONDUCT
HEARINGS CONCERNING VALIDITY OF CERTAIN
WOODSTOCK INSTITUTE STUDY.

Also, a proposed resolution urging the City Council Committee on Housing to conduct hearings to determine the validity of the Woodstock Institute study in reference to the

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NEW BUSINESS PRESENTED BY ALDERMEN

33423

lending practices of over 500 Chicago area lending institutions, which was *Referred to the Committee on Housing*.

Presented by

ALDERMAN TILLMAN (3rd Ward)

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION
AND MAINTENANCE OF CANOPY AT 4651
SOUTH MICHIGAN AVENUE.

A proposed order for the issuance of a permit to Joseph W. Branch, Jr., doing business as Hair Beautiful, to construct, maintain and use a canopy attached to the building or structure, located at 4651 South Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT 5658 SOUTH
LA SALLE STREET.

Also, a proposed order for the issuance of a sign permit to 3M National Advertising Company for the erection of a sign/signboard at 5658 South LaSalle Street for Arrow Services, c/o Joseph Williams, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN EVANS (4th Ward):

GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF SOUTH OLD LAKE PARK AVENUE
FOR FLEA MARKET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Hyde Park Neighborhood Club, c/o Dinah Cody, 5480 South Kenwood Avenue, to close to traffic the 5300 block of South Old Lake Park Avenue for the conduct of a flea market for the period of September 6 through September 7, 1986, from 1:00 P.M. to 5:00 P.M. each day.

Alderman Evans 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 Evans, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Frost was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred -- ISSUANCE OF PERMITS TO COMMUTER RAIL
DIVISION OF REGIONAL TRANSPORTATION
AUTHORITY FOR REBUILDING OF
COLLAPSED RETAINING WALL.

A proposed ordinance for the issuance of all necessary permits, free of charge, to the Commuter Rail Division of the Regional Transportation Authority (M.E.T.R.A.) for the rebuilding of a collapsed retaining wall along the Illinois Central Gulf embankment of South Lake Park Avenue at East 56th Street, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR UNIVERSITY OF CHICAGO.

Also, four proposed ordinances for grants of privilege, which were *Referred to the Committee on Streets and Alleys*, as follows:

University of Chicago -- to maintain and use as now installed a cast iron conduit under and across East 57th Street near South Ingleside Avenue to be used for the purpose of conveying steam between buildings;

University of Chicago -- to maintain and use as now installed an insulated steam pipe underneath the sidewalk space on the west side of South Ellis Avenue;

University of Chicago -- to maintain and use as now constructed a vault to be used for storage under the surface of South Ellis Avenue in front of 5604-5626 South Ellis Avenue;

University of Chicago -- to maintain and use as now constructed a steam tunnel under the sidewalk on the west side of South Ellis Avenue between East 58th Street and East 59th Street to be used for the purpose of connecting the Argonne Cancer Research Hospital with the existing tunnel crossing South Ellis Avenue.

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION
AND MAINTENANCE OF CANOPY AT 1319
EAST 57TH STREET.

Also, a proposed order for the issuance of a permit to Campus Chicken, Incorporated, to construct, maintain and use a canopy attached to the building or structure located at 1319 East 57th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SAWYER (6th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
136, SECTION 136-22(a) CONCERNING NURSING HOME
INSPECTIONS.

A proposed ordinance to amend Chapter 136 of the Chicago Municipal Code, Section 136-22(a), to require various City inspectional departments to conduct compulsory nursing home inspections whenever outside temperatures exceed 85 degrees Fahrenheit, which was *Referred to the Committee on Buildings*.

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK
SALES ON PORTIONS OF EAST 79TH STREET,
SOUTH COTTAGE GROVE AVENUE, AND
SOUTH PRAIRIE AVENUE.

Also, two proposed orders to hold sidewalk sales at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

79th and Cottage Grove Business and Professional Association -- to hold a sidewalk sale on both sides of East 79th Street between South Ellis Avenue and South St. Lawrence Avenue, and on both sides of South Cottage Grove Avenue between East 79th Street and East 80th Street during the period of August 8 and 9, 1986;

75th and Prairie Block Club, c/o Ms. Darlene Tribue -- to hold a sidewalk sale on South Prairie Avenue from East 75th Street to East 76th Street on Saturday, September 13, 1986.

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS ON PORTIONS OF SOUTH
STATE STREET.

Also, two proposed orders for the issuance of sign permits to Collar Electric Corporation to erect signs/signboards at the locations listed for the businesses specified, which were *Referred to the Committee on Zoning*, as follows:

7559 South State Street for Amoco Oil Station:

8701 South State Street for Amoco Oil Station.

Presented by

ALDERMAN HUMES (8th Ward):

CONGRATULATIONS EXTENDED TO DR. ROSEMARY S. BOWEN
ON BEING NAMED "EXECUTIVE OF THE YEAR 1986".

A proposed resolution reading as follows:

WHEREAS, Dr. Rosemary S. Bowen, one of Chicago's leading and most active citizens, has just become the first person to be named Human Care Agency Executive of the Year by United Way of Chicago; and

WHEREAS, 1986 is the first year this citation has been presented. The award has been established to acknowledge those individuals exhibiting distinguished leadership of a Chicago eleemosynary human care organizations; and

WHEREAS, Dr. Bowen is Executive Director of South Central Community Services; she received the award on the basis of outstanding fiscal management, balanced and constructive leadership, interaction with other organizations, and social welfare leadership in the community; and

WHEREAS, Dr. Bowen, who has headed South Central Community Services since its founding in 1970, has been responsible for great success in helping the needy: the recent S.H.A.R.E. Food Giveaway, a variety of recreational and physical fitness programs for all ages, including the BRAG club, which is a 168- members senior citizens organization, as well as many individual counseling and Family Counseling Service programs; and

WHEREAS, Dr. Bowen received her doctorate in clinical psychology from Walden University. She is a former executive with the Illinois Department of Public Health and is past President of the Chatham Businessmen's Association. She was named Woman of the Year 1985 by Iota Phi Lambda; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., do hereby offer our congratulations to Dr. Rosemary S. Bowen on having been named Executive of the Year 1986 by United Way of Chicago, and extend to this fine citizen our gratitude and best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Rosemary S. Bowen.

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.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 12354 South Normal Avenue 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 12354 South Normal Avenue 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Frost was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Referred -- INSTALLATIONS OF ALLEY AND STREET LIGHTS
AT SUNDRY LOCATIONS.

Also, two proposed orders for the installation of alley and street lights at various locations in the Ninth Ward, which were *Referred to the Committee on Finance*, as follows:

Installation of a street light in the vicinity of 815 and 821 East 106th Street;

Installation of an alley light behind the premises at 122 East 114th Place.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- APPROVAL OF PLAT OF SHINER'S SUBDIVISION
AT NORTHWEST CORNER OF EAST 95TH STREET
AND SOUTH JEFFERY AVENUE.

A proposed ordinance for the approval of a plat of Shiner's Subdivision located at the northwest corner of East 95th Street and South Jeffery Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTIONS OF SUNDRY STREETS FOR
VARIOUS FESTIVALS.

Also, two proposed orders to grant permission to close to traffic portions of sundry streets for the conduct of various festivals, which were *Referred to the Committee on Beautification and Recreation* as follows:

East Side Labor Day Committee -- to close to traffic South Crilly Drive, between East 98th and East 99th Streets, and also East 98th Street, between South Avenue G and South Crilly Drive, for the conduct of a festival on Sunday, August 31, 1986;

Henry Martinez, Executive Director of the Mexican Community Committee of South Chicago -- to close to traffic South Walton Drive, between East 95th and East 99th Streets; on South Crilly Drive, between East 95th and East 100th Streets; and also on South Avenue C, between South Crilly Drive and East 98th Street (all public ways within Calumet Park), for the conduct of the Fiesta Atzlan during the period from September 11 through September 15, 1986.

Referred -- CONSTRUCTION OF CURB-ATTACHED SIDEWALKS
AT SUNDRY LOCATIONS IN TENTH WARD.

Also, a proposed order to construct curb-attached sidewalks on South Yates Avenue, between East 96th and East 95th Streets; on the west side of South Hoxie Avenue, between East 99th and East 98th Street; on South Hoxie Avenue, between East 98th and East 97th Streets; and on East 97th Place, between South Hoxie Avenue to the cul-de-sac 358 feet west thereof, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE REVEREND WALTER H. CHELMINSKI.

A proposed resolution reading as follows:

WHEREAS, Reverend Walter H. Chelminski, pastor emeritus of St. Bridget's Church, passed away on August 7, 1986; and

WHEREAS, Father Chelminski was born on December 5, 1908 to Walter and Constance Chelminski near Sag Bridge, Illinois, where he had lived with his parents and three sisters; and

WHEREAS, His education consisted of graduating from Good Shephard Grammar School, Quigley Preparatory Seminary, and St. Mary of the Lake Seminary in Mundelein, Illinois; and

WHEREAS, He was ordained as a priest on April 22, 1933 and performed his first Solemn Mass on April 23, 1933; and

WHEREAS, Father Chel, as he was affectionately known by his many parishioners and friends, served as the chaplain of the C.Y.O. and the Archdiocesan director of Catholic scouting for the next twelve years; and

WHEREAS, In May of 1945, he was appointed as assistant pastor of St. Andrew Parish where he had served for the next eight years; and

WHEREAS, In June of 1953, Father Chelminski was appointed pastor of St. Bridget's Parish until he had retired from the active pastorate on January 1, 1978; and

WHEREAS, Father Chelminski will not only be remembered for the fine work that he had done for his many parishioners of St. Bridget's Parish, but for the assistance and guidance that he had given to many residents of the 11th Ward and other locations where he had been assigned; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of Chicago, gathered on this 28th day of August in 1986, do hereby mourn the death of the Reverend Walter H. Chelminski, a fine servant of the Lord, and may we also extend our deepest sympathy to his family members and many friends on this sad occasion of his death; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Reverend Walter H. Chelminski.

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.

CONGRATULATIONS EXTENDED TO FRANCIS AND LAURENCE
KING ON OCCASION OF THEIR GOLDEN
WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, On October 17, 1986, Frances and Laurence King will have celebrated their 50th Wedding Anniversary; and

WHEREAS, Frances and Laurence King are lifelong residents of Bridgeport, located in the great 11th Ward of the City of Chicago; and

WHEREAS, Larry King is the proud son of John and Josephine King born on March 31, 1911, who had attended Nativity of Our Lord Grammar School, De La Salle High School, and the Alexander College of Transportation; and

WHEREAS, Frances King was born Frances Robey to Joseph and Bertha Robey on November 24, 1907, and who had attended Immaculate Grade School and had attended a commercial school; and

WHEREAS, Frances and Larry had received the Holy Sacrament of Matrimony at Immaculate Conception Church on October 17, 1936, with the Reverend Edward Golla performing the service; and

WHEREAS, The union of the marriage has brought their fine family into this world: Mary Alice (Ronald) McNicholas, John Patrick, Susan Frances (Joseph) Wrubel, Janet Ann (Malcolm) McDermott, and Darlene Jean (Michael) Hill; and

WHEREAS, Laurence and Frances King are the proud grandparents of Thomas, John, and Robert McNicholas; Laura, Christopher, and Jennifer Wrubel; Julie McDermott; Stephanie Ann Hill; Robert and Laurence King; and

WHEREAS, On October 19, 1986, Frances and Laurence King will celebrate their Golden Wedding Anniversary with a Mass at St. Bridget Church, along with their many family and friends, who will also attend a reception that will follow; and

WHEREAS, Frances and Laurence King exemplify the goal to which most humans aspire, typifying the togetherness, warmth, sense of mutual accomplishment that are the key factors in the inevitable 50 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered on this 28th day of August in 1986, do hereby extend our sincerest congratulations to Frances and Laurence King as they celebrate their Golden Anniversary together, and may we also extend our warmest best wishes to them for the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Laurence King.

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.

CONGRATULATIONS EXTENDED TO MR. AND MRS. TED
POPIELARSKI ON OCCASION OF THEIR
FORTIETH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, On August 18, 1986, Mr. and Mrs. Ted Popielarski had celebrated their 40th wedding anniversary; and

WHEREAS, Mr. and Mrs. Ted Popielarski had celebrated this blessed event with their children, who had given them the gift of a Hawaiian vacation; and

WHEREAS, Mr. and Mrs. Ted Popielarski have been outstanding citizens of the City of Chicago; and

WHEREAS, Mr. and Mrs. Ted Popielarski are long-time residents of the Bridgeport community, located in the great 11th Ward of the City of Chicago; and

WHEREAS, Mr. and Mrs. Ted Popielarski exemplify the goal to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishments that are key factors in an inevitable 40 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here on this 28th day of August in 1986, do hereby extend our heartiest congratulations to Mr. and Mrs. Ted Popielarski on their 40th anniversary, and may we also extend our sincerest best wishes to them in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Ted Popielarski.

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.

DRAFTING OF ORDINANCES DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation all that part of South Loomis Street (33 feet) lying between the southeasterly line of South Mc Dowell Street and the north line of West 46th Street; also the vacation of the easterly 225 feet, more or less of the easterly-westerly 16-foot public alley in the block bounded by South Mc Dowell Street, South Loomis Street and West 46th Street for Peer Food Products (File No. 5-11-86-1087); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all the north-south 16-foot public alley in the block bounded by West 45th Place, West 46th Street, South Princeton Avenue and South Wells Street for Fellowship Missionary Baptist Church (No. 4-11-86-1091); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Huels, each of the foregoing proposed orders was *Passed*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
27, SECTION 27-308(A) CONCERNING HANDICAPPED
PERMIT PARKING.

Also, a proposed ordinance to amend the Chicago Municipal Code Chapter 27, Section 27-308(a) concerning application provisions and license requirements for handicapped permit parking, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
27, SECTION 27-411.1 CONCERNING HANDICAPPED SIGN FEES.

Also, a proposed ordinance to amend the Chicago Municipal Code, Chapter 27, Section 27-411.1 concerning application, installation and maintenance fees for handicapped signs, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE
ON PORTION OF SOUTH HALSTED STREET.

Also, a proposed order to issue the necessary permits to the Bridgeport Business Association, c/o Shirley Yanke, to hold a sidewalk sale on both sides of South Halsted Street from West 32nd Street to West 35th Street for the period beginning July 31 and ending August 3, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

CONGRATULATIONS EXTENDED TO REVEREND AND MRS.
ROBERT E. DAULTON ON OCCASION OF THEIR
SILVER WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Reverend and Mrs. Robert E. Daulton, outstanding citizens of Chicago's great southwest side, are celebrating twenty-five years of wedded bliss; and

WHEREAS, Reverend Daulton, pastor of Bethany Baptist Church, 3532 S. Hoyne, and his wife, Nancy, moved from their native Massachusetts to Chicago so that he could pursue studies for the ministry at Moody Bible Institute; he was graduated in 1966; and

WHEREAS, Following graduation from Bob Jones University in Greenville, South Carolina, Robert and Nancy Daulton returned to Chicago where he assumed pastorate of Bethany Baptist Church on October 2, 1968; and

WHEREAS, Having been married since September 16, 1961, Robert and Nancy Daulton are proud parents of four children: Robert Jr., Jonathan, Darrell and Lydia, who with the Bethany congregation and many other friends are celebrating this grand occasion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., do hereby offer our heartiest congratulations to Reverend and Mrs. Robert E. Daulton, of Bethany Baptist Church on the occasion of their silver wedding anniversary, and extend to this wonderful couple and family our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend and Mrs. Robert E. Daulton.

Alderman Majerczyk 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 Majerczyk, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT 3830 SOUTH ARCHER
AVENUE.

Also, a proposed order for the issuance of a sign permit to Acme-Wiley Corporation to erect a sign/signboard at 3830 South Archer Avenue for Wendy's Old Fashioned Hamburgers, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MADRZYK (13th Ward):

CONGRATULATIONS EXTENDED TO MRS. ANNA
GARBAZ STABRAWA ON OCCASION
OF HER 100TH BIRTHDAY
CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Anna Stabrawa will celebrate her 100th Birthday on September 26th, 1986;
and

WHEREAS, Anna was born to Anthony and Anna Garbacz in Powiad Nowy Sadzy,
Poland; and

WHEREAS, Anna and Jakob Stabrawa migrated to the United States in 1907 where in Chicago, Illinois they were married on October 29, 1911; and

WHEREAS, Jakob worked as a laborer at the Wilson Meat Packing Company in the Chicago Stockyards while Anna worked nights as a cleaning lady; and

WHEREAS, Anna became an American citizen on December 6, 1960; and

WHEREAS, Anna and Jakob became the proud parents of Josephine, John, Peter, Stephanie, Joseph, Stanley and Edward; and

WHEREAS, Anna is the proud grandmother of Robert, James Jorene, Mark, Sharon, Wayne, Ronald, Thomas and David; and

WHEREAS, Anna is the proud great-grandmother of Mark, Kristoffer, Michael, Jeromy and Timothy; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago on this 28th day of August, 1986 do hereby extend our heartiest congratulations to Anna Garbacz Stabrawa and her family on the occasion of her 100th Birthday with our best wishes for good health, good times and good friends as the days go by; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and made available for presentation to Anna Stabrawa.

Alderman Madrzyk 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 Madrzyk, the foregoing proposed resolution was *Adopted* unanimously.

Presented by

**ALDERMAN MADRZYK (13th Ward) and
ALDERMAN KRYSTYNIAK (23rd Ward):**

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 34 DISALLOWING STRUCTURES WITHIN
FIFTEEN FEET OF AIRPORT
PROPERTY LINES.

A proposed ordinance to amend the Chicago Municipal Code Chapter 34, by inserting in their proper numerical sequence two new sections entitled Section 34.50.1 and Section 34-50.2 which would disallow unauthorized structures within fifteen feet of airport property lines, which was *Referred to a Joint Committee composed of the members of the Committee on Aviation and the members of the Committee on Streets and Alleys*.

Presented by

ALDERMAN BURKE (14th Ward):

CONGRATULATIONS EXTENDED TO NATIVITY OF
BLESSED VIRGIN MARY CHURCH ON
DIAMOND JUBILEE.

A proposed resolution reading as follows:

WHEREAS, The Nativity of the Blessed Virgin Mary Ukrainian Catholic Church, in solemn and reverent celebration, will mark the 75th year of its founding on Sunday, September 7, 1986; and

WHEREAS, In 1912, the first wooden structure for the Church went up on South Paulina and in the years closely following the parish erected the present brick building which has stood as spiritual center for a great ethnic population of Chicago; and

WHEREAS, The Church is the vital center of a community, providing the moral and ethical inspiration that brings man to higher values -- to God, offering guidance and hope; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of Chicago assembled this 28th day of August, 1986 join the parish members of the Nativity of the Blessed Virgin Mary Church in the celebration of its Diamond Jubilee and offer them our prayers.

Alderman Burke, moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALES AT SPECIFIED LOCATIONS.

Also, a proposed order for the issuance of permits to Chicago Southwest Development Corporation to hold sidewalk sales on portions of West 63rd Street, South Western Avenue and South Kedzie Avenue for the period of August 21 through August 23, 1986, from 9:00 A.M. to 9:00 P.M., which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN CARTER (15th Ward):

*Referred -- CLOSE TO TRAFFIC PORTION OF
SOUTH ASHLAND AVENUE.*

A proposed order to close to traffic the east lane of traffic on South Ashland Avenue between West 54th Street and West 55th Street on Sunday, September 14, 1986, from 12:00 Noon to 7:00 P.M. for the purpose of holding the 85th Anniversary Celebration of the Sovereign Grand Lodge, which was *Referred to the Committee on Beautification and Recreation.*

*Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE
ON PORTION OF SOUTH ASHLAND AVENUE.*

Also, a proposed order for issuance of a permit to the Children's Back to School Connection to hold a sidewalk sale on the east side of South Ashland Avenue from West 56th Street to West 57th Street and on South Justine Street from West 56th Street to West 57th Street on Saturday, August 30, 1986, which was *Referred to the Committee on Beautification and Recreation.*

*Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE AND
USE OF EXISTING CANOPY AT 2324-2342
WEST 63RD STREET.*

Also, a proposed order for the issuance of a permit to Sears, Roebuck and Company for the maintenance and use of an existing canopy attached to the building or structure at 2324-2342 West 63rd Street, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN STREETER (17th Ward) and OTHERS:

*Referred -- UNITED STATES CONGRESS MEMORIALIZED TO PASS HOUSE
RESOLUTION 1398 ENTITLED "THE INCOME AND
JOBS ACTION ACT OF 1985".*

A proposed resolution, presented by Aldermen Streeter, Kelley, Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Burke, Carter, Langford, Kellam, Garcia, Henry, Gutierrez, Smith, D. Davis, Hagopian, Frost, Giles, Laurino, Oberman, Hansen and Volini, memorializing the United States Congress to pass House Resolution 1398 entitled "The Income and Jobs Action Act of 1985", which was *Referred to the Committee on Intergovernmental Relations.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF SOUTH WASHTENAW AVENUE.

A proposed order requesting the Commissioner of Public Works to grant permission to Saint John Fisher Church for the closing to traffic of South Washtenaw Avenue between West 102nd Street and West 103rd Street for the period of September 12 through September 14, 1986 in conjunction with a church festival, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

Referred -- UNITED STATES GOVERNMENT MEMORIALIZED TO
ACCELERATE EFFORTS TO OBTAIN RELEASE OF
SERVICEMEN HELD IN INDOCHINA.

A proposed resolution, presented by Aldermen Sheahan, Krystyniak, Kelley and Natarus, memorializing the Laos Peoples Democratic Republic and the Socialists' Republic of Vietnam to fully cooperate with the United States Government in an effort to release American servicemen and civilians still missing in Southeast Asia, which was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN KELLEY (20th Ward):

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF SOUTH INDIANA AVENUE FOR BLOCK
PARTY.

A proposed order requesting the Commissioner of Public Works to grant permission to Laura Conwell for the closing to traffic of South Indiana Avenue between East 57th Street and East 59th Street on Saturday, August 23, 1986, from 10:00 A.M. to 7:00 P.M. for the conduct of a block party, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- GRANTING OF PERMISSION FOR OPERATION OF
NEWSSTAND AT INTERSECTION OF EAST 67TH
STREET AND SOUTH CHICAGO AVENUE.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Grover Hightower for the operation of a newsstand on the southwest corner of East 67th Street and South Chicago Avenue on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

Presented by
ALDERMAN GARCIA (22nd Ward):

COMMENDATIONS EXTENDED TO MEMBERS OF CHICAGO
FIRE DEPARTMENT'S 12TH BATTALION FOR
COURAGE IN ACTION.

A proposed resolution reading as follows:

WHEREAS, The diligence and perseverance of the members of the Chicago Fire Department in insuring the safety of our citizens contribute immeasurably to the general welfare; and

WHEREAS, The swift reaction of the members of the Chicago Fire Department 12th Battalion, O'Hare International Airport, under the command of Battalion Chief Martin Connally, and Deputy District Chief David Lozeau; and

WHEREAS, In responding immediately to a report of an American Trans Air, DC-10, parked at Harstand position 7, on Sunday, August 10, 1986; and

WHEREAS, By utilizing crash vehicles with foam were able to prevent the explosion of the fuel and the spread of the fire to other aircraft parked in the vicinity; and

WHEREAS, They began an immediate interior attack to extinguish the fire and search and rescue for any possible occupants; now, therefore,

Be It Resolved, That we, the members of the City Council, gathered here this 28th day of August, 1986, A.D., do hereby congratulate the members of the Chicago Fire Department, 12th Battalion, O'Hare International Airport, for their courage and valiant efforts in containing this fire by which their action averted a major disaster.

Alderman Garcia 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 Garcia, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST 26TH STREET FOR FIESTA
DE LA VILLIEA.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the 26th Street Area Chamber of Commerce, c/o of Maria Calzada, for the closing to traffic of West 26th Street between South Kostner Avenue and the City limits for the conduct of a sidewalk sale and Fiesta De La Villiea for the period of September 4 through September 7, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK
SALE ON PORTION OF WEST 26TH STREET.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the 26th Street Businessmen's Association, to hold a sidewalk sale on both sides of West 26th Street between South Kedzie Avenue and South Keeler Avenue for the period of August 7 through August 10, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 3644 WEST 26TH STREET.

Also, a proposed order for the issuance of a sign permit to Chicago Rite Lite Signs for the erection of a sign/signboard at 3644 West 26th Street for La Justicia Supermarket, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED 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 West 47th Street lying between a line 33 feet south of and parallel to the center line of West 47th Street and the south line of West 47th Street, as widened, between South Knox Avenue and the Chicago and Western Indiana Railroad for Peckler Motor Service, Inc. (No. 10-23-86-1094); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Krystyniak, the foregoing proposed order was *Passed*.

CONGRATULATIONS EXTENDED TO MR. AND MRS.
DONALD BIALON ON OCCASION OF THEIR
40TH WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Donald Bialon, outstanding residents of Chicago's southwest side, are celebrating forty years of wedded bliss; and

WHEREAS, Helen and Donald Bialon were married at St. Camillus Church September 1, 1946, and both have long been active in their church and in their community; Donald Bialon is one of the area's most well-known businessmen; and

WHEREAS, The Bialons represent outstandingly the strength and continuity of family life: they have four children and three grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this 28th day of August, 1986, A. D., do hereby extend our congratulations to Mr. and Mrs. Donald Bialon on the occasion of their fortieth wedding anniversary, as well as our best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Donald Bialon.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO MR. AND MRS.
ALBERT HINTON ON OCCASION OF THEIR
GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Albert Hinton, lifetime residents of Chicago's great southwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Albert and Agnes Hinton were married August 15, 1936, and renewed their vows with members of the original bridal party at St. John Nepomucene Church, 2953 South Lowe in the Bridgeport area of our City; and

WHEREAS, Albert and Agnes Hinton represent all that is strong and solid in family life: they have four children, eleven grandchildren and four great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A. D., do hereby offer our congratulations to Mr. and Mrs. Albert Hinton on their Golden Wedding Anniversary celebration, and extend to this fine couple and their family our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Albert Hinton.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO MR. AND MRS. ANTHONY
ZOLNA ON OCCASION OF THEIR GOLDEN WEDDING
ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Anthony Zolna are celebrating fifty golden years of wedded bliss; and

WHEREAS, Anthony Zolna has spent more than half his life in public service, having retired as a Sergeant with the Chicago Police Department in 1977, following 39 years as one of "Chicago's Finest"; and

WHEREAS, The Zolnas are outstanding representatives of public service and dedication. Their son, Robert, is a Lieutenant in the Chicago Fire Department, and their son-in-law, Tom Murphy, is retired from the Fire Department. Anthony and Gertrude Zolna have two children and 9 grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A. D., do hereby offer our heartiest congratulations to Mr. and Mrs. Anthony Zolna on their Golden Wedding Anniversary, and extend to this fine couple and their family our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Anthony Zolna.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF SOUTH LOREL AVENUE FOR
STREET CARNIVAL.

Also, a proposed order to grant permission to St. Camillus Mother's Club and Holy Name Society of St. Camillus Church, 5426 South Lockwood Avenue, to close to traffic the 5500 block of South Lorel Avenue, for the conduct of a street-carnival for the period of August 6 through August 10, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- INSTALLATION OF STREET AND ALLEY
LIGHTS AT SPECIFIED LOCATIONS.

Also, two proposed orders for the installation of street and alley lights at specified locations, which were *Referred to the Committee on Finance*, as follows:

Installation of street lights on South Sayre Avenue between West 62nd Place and West 63rd Street;

Installation of alley lights at the entrance to the north-south alleys in the area of West 59th Street and the first east-west alley adjacent to the railroad tracks.

Referred -- EXEMPTION OF PHYSICAL BARRIER REQUIREMENT
ALLOWING ACCESS TO PARKING FACILITY AT
5643 SOUTH HARLEM AVENUE.

Also, a proposed order to waive the provisions of Chicago Municipal Code, Chapter 33, Section 33-19.1 requiring barriers for ingress and egress to parking facility for South Harlem Auto Supply at 5643 South Harlem Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HENRY (24th Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF NEWSSTAND
AT INTERSECTION OF WEST ROOSEVELT ROAD
AND SOUTH INDEPENDENCE
BOULEVARD.

A proposed order for the issuance of a newsstand permit to Joseph Clinton for operation of a newsstand on the southwest corner of West Roosevelt Road and South Independence Boulevard on a daily basis, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SOLIZ (25th Ward):

*Referred -- AUTHORIZATION TO VACATE PORTION OF
SOUTH WOLCOTT AVENUE.*

A proposed ordinance to vacate a portion of South Wolcott Avenue in the area of 2431 South Wolcott Avenue required for business expansion purposes by Weyerhaeuser Corporation, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST 21ST STREET FOR FUNDRAISING
EVENT.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Azteca Business and Community Alliance, c/o Jessie Gutierrez, for the closing to traffic of West 21st Street from South Blue Island Avenue to South Laflin Street on Sunday, August 31, 1986, from 8:00 A.M. to 10:00 P.M. to hold the Second Annual Graffiti Arts Fair Competition, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALES AT SPECIFIED LOCATIONS.*

Also, two proposed orders for the issuance of permits to various organizations to hold sidewalk sales at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Cermak Road Chamber of Commerce -- to hold a back to school sidewalk sale on West Cermak Road between South Kedzie Avenue and South Ashland Avenue from Thursday, August 28 through Monday, September 1, 1986;

Pilsen Chamber of Commerce -- to hold a sidewalk sale on West 18th Street from South Halsted Street to South Damen Avenue and on South Blue Island Avenue from West 18th Street to West 21st Street beginning on Thursday, August 7th and ending Sunday, August 10, 1986.

*Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTION OF SOUTH WOLCOTT
AVENUE FOR SCHOOL PURPOSES.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Saint Stevens School, c/o Sister Tamasine, for the closing to traffic of South Wolcott Avenue between West Cermak Road and West 22nd Place during the hours of 7:00 A.M. to 8:00 A.M. and also 2:00 P.M. to 3:00 P.M. on all school days, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- PROPOSED FORMATION OF SPECIAL COMMITTEE
TO INVESTIGATE EFFECTIVENESS OF CHICAGO
INTERVENTION NETWORK.*

Also, a proposed resolution reading as follows:

WHEREAS, Gang violence is a problem of major concern to all people in the City of Chicago; and

WHEREAS, Over one year ago, the City of Chicago inaugurated the \$4.9 Million Chicago Intervention Network (C.I.N.) to combat and reduce the level of gang violence throughout the City; and

WHEREAS, This year gang attacks -- shootings, knifings and beatings -- have reportedly increased some 18 percent over the same reporting period last year; and

WHEREAS, According to a well-documented series of articles written by Anne Keagan and Jerry Thorton of *The Chicago Tribune*, the C.I.N. program has been troubled in its first year with a questionable record to effectiveness which includes:

- 1) lack of priority in targeting their goals;
- 2) a politicized staff and program;
- 3) lack of exposure and visibility in many gang-troubled neighborhoods;
- 4) lack of coordinated work programs with the Police Department; and
- 5) drug use among its workers;

now, therefore,

Be It Resolved, That a Special Committee of the City Council, made up of members chosen from the Finance Committee, be formed for the singular purpose of investigating a) the expenditure of funds by the C.I.N. program; and b) each of the points listed above which were cited in the aforementioned *Tribune* article; and

Be It Further Resolved. That following such investigation, said Special Committee formulate recommendations for improvement of the C.I.N. program and most especially for the successful reduction of gang violence in the City of Chicago.

Alderman Soliz moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Stone -- 19.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Giles, Natarus, Oberman, Volini, Orr -- 24.

Thereupon, two Committees having been called, the Committee on Finance and the Committee on Committees, Rules and Appointments, the foregoing proposed resolution was *Referred to the Committee on Committees, Rules and Appointments.*

Presented by

ALDERMAN GUTIERREZ (26th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west, 14-foot open alley and all of the remaining north-south, 14-foot public alley in the block bounded by West Cortland Street, West Bloomingdale Avenue, North Richmond Street, North Francisco Avenue for the Board of Education (No. 36-26-86-1049); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Gutierrez, the foregoing proposed order was *Passed.*

Referred -- **ISSUANCE OF PERMIT FOR OPERATION OF NEWSSTAND
AT CORNER OF NORTH WESTERN AND WEST
CHICAGO AVENUES.**

Also, a proposed order for the issuance of a newsstand permit to Narendra M. Brahmabhatte for the operation of a stand on the northwest corner of North Western Avenue and West Chicago Avenue for seven days a week, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC WAYS.**

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 203.2 feet of that part of North Loomis Street, lying between West Lake Street and West Randolph Street, for Schwartz Pickle Co. (No. 8-27-86-1086); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman W. Davis, the foregoing proposed order was *Passed*.

Referred -- **ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED
LOCATIONS.**

Also, two proposed orders for the issuance of permits to the organizations listed for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Parkway Bank & Trust Company, U/T 77-45 -- to construct, maintain and use three canopies at 2145 West Grand Avenue;

American National Bank and Trust Company, U/T 77231 -- to construct, maintain and use a canopy at 1154 West Madison Street.

Presented by

ALDERMAN SMITH (28th Ward):

Referred -- **PERMISSION TO INSTALL BUSINESS AREA SIGNS
AT SPECIFIED LOCATIONS.**

A proposed ordinance requesting permission for Fifth City Industrial Promotion Corporation to install Business Area Signs at various locations per the Business Area Signage Program, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTIONS OF SPECIFIED STREETS
FOR RECREATIONAL PURPOSES.

Also, three proposed orders for the granting of permission to close to traffic portions of specified streets for recreational purposes, for the organizations listed, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Wille Mae Reed -- to close to traffic West Jackson Boulevard between South Cicero and South Kilpatrick Avenues on Sunday, August 24, 1986 for conduct of a block party;

Paula Gayton -- to close to traffic portion of South Kedzie Avenue between West Adams Street and West Jackson Boulevard on Saturday, August 23, 1986 for conduct of Fifth City Annual Festival;

Mount Clearstone Community Church of Christ -- to close to traffic portion of West Monroe Street between South St. Louis and South Homan Avenues for the conduct of a community fest on August 28 through August 31, 1986.

Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTION OF SOUTH WOODWARD
DRIVE.

Also, a proposed order requesting permission by Frankie Claire to close to traffic a portion of South Woodward Drive between West Jackson Boulevard and West Madison Street for the period of August 8 through August 10, 1986, in conjunction with the H.S.I. Neighborhood Festival to be held in Garfield Park, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSSTAND AT CORNER OF WEST JACKSON
BOULEVARD AND SOUTH PULASKI
ROAD.

Also, a proposed order for the issuance of a newsstand permit to Charles Harris to operate a stand on the southwest corner of West Jackson Boulevard and South Pulaski Road on six days a week, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

**ACCEPTANCE OF BID FOR PURCHASE OF BOARD
OF EDUCATION PROPERTY ON PORTION
OF WEST MADISON STREET.**

A proposed ordinance reading as follows:

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 Board of Education of the City of Chicago had, 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 W. 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 & Company	\$58,000

now, therefore,

Be It Hereby 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 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 W. 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 interest of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and the 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.

Alderman D. Davis 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 D. Davis, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Frost was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

COMMENDATIONS EXTENDED TO SHETLAND PROPERTIES FOR
ECONOMIC DEVELOPMENT ACTIVITIES IN CITY
OF CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, The City of Chicago has a need to reclaim, redevelop and reactivate industrial sites and operations which once existed in the City of Chicago; and

WHEREAS, In 1985 Shetland Properties purchased a large vacated industrial site at 5400 W. Roosevelt Road; and

WHEREAS, Through serious commitment, diligence, persistence and creative development are well on the way to transforming this site into a hub of industrial, commercial and manufacturing activity; and

WHEREAS, Shetland Properties is actualizing the concept of incubator development at both 5400 W. Roosevelt Road and its Pine Place facility; and

WHEREAS, Since Shetland opened its site at 5400 W. Roosevelt Road, it has been able to attract twenty companies and retain over two hundred jobs; now, therefore,

Be It Resolved, That we, the Honorable Mayor, Harold Washington and the Chicago City Council in meeting this 28th day of August, 1986, do hereby commend Shetland Properties for its greatly needed economic development activities and proclaim August 28, 1986 Shetland Properties Day in Chicago.

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, the foregoing proposed resolution was *Adopted* unanimously.

CONGRATULATIONS EXTENDED TO RHODELL
CAMPBELL JR. ON HIS
HEROIC ACTIONS.

Also, a proposed resolution reading as follows:

WHEREAS, Rhodell Campbell Jr., risked his life to rescue two young girls who had been seriously burned in a fire at their home; and

WHEREAS, Rhodell Campbell Jr., broke a window with his bare hands to get into a smoke-filled first floor apartment at 645 N. Mayfield Avenue to rescue Kenyatta Luckey 8, and her sister Natiza 5; and

WHEREAS, After their rescue the two girls were treated at West Suburban Hospital Medical Center, and then transferred to the burn unit of Cook County Hospital where they were listed in serious condition; and

WHEREAS, Campbell describes his involvement in the incident by stating that he was having a snack in his apartment when his wife told him that a woman was outside screaming for help, "I ran out, and she said her babies were trapped inside, I could see the fire in the kitchen".

"I broke out the bedroom window with my hand and climbed in. The room was dark and full of smoke, but I felt one of the little girls by the window and handed her out". I was about to get out when the mother screamed there was another baby in there. I got down on my hands and knees and found her."

WHEREAS, This kind of bravery and self-sacrifice is not seen nearly enough in our society; now, therefore,

Be It Resolved, That we, the Honorable Mayor, Harold Washington and the Chicago City Council in meeting on this 28th day of August, 1986, do hereby commend Rhodell Campbell Jr. for his bravery and heroic deeds; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. Rhodell Campbell Jr. as living evidence of our feeling of appreciation for outstanding act of valor.

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, the foregoing proposed resolution was *Adopted*, unanimously.

AUTHORITY GRANTED FOR PERMISSION TO CLOSE
TO TRAFFIC PORTION OF WEST DIVISION
STREET.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 29th Ward Peoples' Assembly, c/o Alderman Danny K. Davis, 29th Ward, 5637 West Chicago Avenue, to close to traffic the south side of West Division Street between North Austin Avenue and North Central Avenue on Saturday, August 30, 1986, during the hours of 8:00 A.M. and 10:00 P.M., to accommodate parking of floats before and after the 29th Ward Peoples' Assembly parade.

Alderman D. Davis 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 D. Davis, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Frost excused from voting under the provisions of Rules 14 of the City Council Rules of Order.

Referred -- COMMISSIONER OF PUBLIC WORKS DIRECTED TO GRANT
PERMISSION TO CLOSE TO TRAFFIC PORTION OF
WEST CORCORAN PLACE.

Also, a proposed order granting permission to the Austin Peoples Action Center, located at 5931 W. Corcoran Place, to close to traffic a portion of West Corcoran Place between North Parkside Avenue and North Mayfield Avenue, for the purpose of conducting "A Taste of Austin," which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN D. DAVIS (29th Ward) and
ALDERMAN CARTER (15th Ward):**

Referred -- STATE OF ILLINOIS URGED TO RESTORE ILLINOIS
DEPARTMENT OF MENTAL HEALTH AND
DEVELOPMENT DISABILITIES
SERVICES.

A proposed resolution to memorialize Honorable Governor, James R. Thompson and the State of Illinois to rescind proposed cuts and restore the Illinois Department of Mental Health and Development Disabilities Services to a level of capability which permits it to provide the mental health services needed by those who must rely upon the state system, which was *Referred to the Committee on Health*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred -- AUTHORIZATION TO WAIVE REQUIREMENTS OF CHAPTER
13, SECTION 19.1, OF MUNICIPAL CODE CONCERNING
ACCESS TO PARKING FACILITIES.

A proposed order to waive the requirement of barriers as a prerequisite to prohibit ingress and/or egress to parking facilities in the alley north of 5360 West North Avenue, the Charles Taylor Funeral Home, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT 5248 WEST BELMONT
AVENUE.

Also, a proposed order for the issuance of a sign permit to Grate Signs to erect a sign/signboard at 5248 West Belmont Avenue for Popeyes Famous Fried Chicken and Biscuits, for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY TO
YUGO INN, INCORPORATED.*

A proposed ordinance granting permission and authority to Yugo Inn, Inc., to occupy a portion of the public right-of-way adjacent to its property at 2824 North Ashland Avenue for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF NORTH HOYNE AVENUE FOR CONDUCT OF
CHILDREN'S PROGRAM.*

Also, a proposed order requesting permission to close to traffic a portion of North Hoyne Avenue between West Iowa Street and West Walton Street for the period of August 18 through August 24, 1986, for the conduct of a Children's Program by the North Hoyne Wesleyan Church, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN GABINSKI (32nd Ward) and
ALDERMAN HANSEN (44th Ward):**

*Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE
AT SPECIFIED LOCATION.*

A proposed order to issue a permit to Lakeview Chamber of Commerce to conduct a sidewalk sale on both sides of North Lincoln Avenue from 3100 to the 3300 blocks for the period of August 22 through August 24, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN GABINSKI (32nd Ward) and OTHERS:

8/28/86

NEW BUSINESS PRESENTED BY ALDERMEN

33455

Referred -- COMMITTEE ON ECONOMIC DEVELOPMENT URGED
TO HOLD HEARINGS ON STATUS OF STEWART WARNER
CORPORATION CONCERNING ITS CONTINUED
OPERATIONS IN CHICAGO.

A proposed resolution calling upon the City Council Committee on Economic Development to hold hearings concerning the status of Stewart Warner and its intentions regarding continued operations within the City of Chicago, which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE
AT SPECIFIED LOCATION.

A proposed order to issue a permit to the Milwaukee-Diversey Chamber of Commerce for the conduct of a sidewalk sale on both sides of North Milwaukee Avenue between North Kedzie and North Pulaski Avenues for the period of August 15 through August 17, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION OF
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also, four proposed orders for the issuance of sign permits for the permittees named below to erect specified signs/signboards, which were *Referred to the Committee on Zoning*, as follows:

Joy Laminators -- for erection of sign/signboard at 2838 North Mozart Street;

National Advertising Company -- for erection of sign/signboard at 2701 West George Street;

Federal Sign, Division of Federal Signal Corporation -- for erection of sign/signboard at 2800 North Talman Avenue;

White Way Sign Company -- for erection of sign/signboard at 2935 West Addison Street.

Presented by

ALDERMAN FROST (34th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 700-704 W. 120th Street, is so deteriorated and weakened that it is structually 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 700-704 W. 120th 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 Frost 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 Frost, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Frost was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Presented by

ALDERMAN KOTLARZ (35th 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 remaining east-west 16-foot public alley in the block

bounded by West Barry Avenue, North Milwaukee Avenue, North Monticello Avenue, and North Central Park Avenue for Avondale Federal Savings Bank (No. 26-35-86-1095); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kotlarz, the foregoing proposed order was *Passed*.

Referred -- WAIVER OF CERTAIN MUNICIPAL CODE
PROVISIONS REQUIRING BARRIERS TO
PARKING FACILITIES AT 3943
NORTH DRAKE AVENUE.

Also, a proposed order to exempt Irving Park Federal Savings and Loan Association from the provisions of Section 33-19.1 of the Municipal Code requiring barriers as a prerequisite prior to prohibit ingress and/or egress to parking facilities at 3941 North Drake Avenue from the alley at 3943 North Drake Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
194A, SECTION 7.10-1 CONCERNING PERMITTED
SIGNS IN R1 SINGLE-FAMILY
RESIDENCE DISTRICTS.

A proposed ordinance to amend Chapter 194A, Section 7.10-1 of the Municipal Code concerning lettering and colors of permitted signs in R1 Single-Family Residence Districts, which was *Referred to the Committee on Zoning*.

Referred -- AUTHORIZATION TO PAINT MARKED
CROSSWALKS ON PORTIONS OF WEST
FULLERTON AVENUE.

Also, a proposed order to authorize the painting of marked crosswalks upon the public roadway of West Fullerton Avenue at various locations, which was *Referred to the Committee on Traffic Control and Safety*.

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 National Signs, Inc., for the erection of a sign/signboard at 3039 North Central Avenue for McDonald's Restaurant, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN CULLERTON (38th Ward):

Referred -- ISSUANCE OF PERMIT FOR
MAINTENANCE OF CANOPY AT
SPECIFIED LOCATION.

A proposed order for issuance of permit to Sang Gil Ko, for the maintenance and use of an existing canopy attached to the building or structure at 5510 West Belmont Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN LAURINO (39th Ward):

SEPTEMBER, 1986 DECLARED "CAT MONTH
IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, For the first time in history, owners of cats outnumber owners of dogs, cat ownership having grown over 100% in the last ten years; and

WHEREAS, Until now cats as family have been often overlooked in favor of dogs; and

WHEREAS, Cats are especially popular in urban areas, where they can be perfectly comfortable and comforting in small apartments as well as large houses; and

WHEREAS, There is considerable evidence that cats as household pets have a calming effect upon their owners, often promoting better health and longer lives; and

WHEREAS, Above all else, cats provide companionship, education, and are often the closest contact which many city dwellers have with nature; and

WHEREAS, It is timely to honor our other four-legged "best friends"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., do hereby declare September,

1986 to be known as "Cat Month In Chicago" in recognition of the esteem with which our feline friends are regarded in this great City.

Alderman Laurino moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Laurino, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN O'CONNOR (40th Ward):

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY TO
K.O. CORPORATION, D/B/A RUBY'S TOO.*

A proposed ordinance granting permission and authority to the K.O. Corporation, d/b/a Ruby's Too, to occupy a portion of the public right-of-way adjacent to its property at 5657 North Lincoln Avenue for use as a sidewalk cafe during the hours of 11:00 A.M. to 10:00 P.M., on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- ISSUANCE OF PERMITS TO HOLD ART FAIR ON
PORTION OF NORTH WOLCOTT AVENUE.*

Also, a proposed order for the issuance of permits to the Bank of Ravenswood to hold an art fair on North Wolcott Avenue from West Lawrence Avenue to the south end of the bank parking lot, on September 7, 1986, from 11:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- ISSUANCE OF PERMITS TO HOLD "GERMANFEST"
ON PORTIONS OF NORTH LINCOLN AND NORTH
WESTERN AVENUES.*

Also, a proposed order for the issuance of permits to Mr. Karl Leschet to hold a "Germanfest" on portions of North Lincoln Avenue and North Western Avenue on September 19 through September 22, 1986, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT 5556 NORTH
CLARK STREET.*

Also, a proposed order for the issuance of a sign permit to Foster and Kleiser to erect a sign/signboard at 5556 North Clark Street for various advertisers, which was *Referred to the Committee on Zoning*.

Presented by

**ALDERMAN O'CONNOR (40th Ward) and
ALDERMAN STONE (50th Ward).**

**CONGRATULATIONS EXTENDED TO ZOLLIE FRANK ON
FIFTY SUCCESSFUL YEARS IN AUTOMOBILE
INDUSTRY.**

A proposed resolution reading as follows:

WHEREAS, In 1936 Zollie Frank was on his way from his hometown in Dayton, Ohio to California and stopped in Chicago to buy a car but instead bought a car agency; and

WHEREAS, Zollie Frank's original dealership, "Z" Frank Chevrolet, is still at that same location at 6116 North Western Avenue in Chicago; and

WHEREAS, Zollie Frank's children, James Frank, Charles Frank, Laurie Leiberman and Nancy Kaplan have followed in their father's footsteps and have made a success in the many other car dealerships the family has established over fifty years in the community; and

WHEREAS, "Z" Frank Chevrolet has a fine reputation among its customers as an organization which gives consistent quality service; and

WHEREAS, Zollie Frank is highly respected by his employees and friends as a fair and generous man; and

WHEREAS, Zollie Frank is celebrating his 50 years as a car dealer this year; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 28th day of August, 1986, A.D., do hereby offer our heartiest congratulations to Zollie Frank on his tremendous success and extend our best wishes to him on his 50th anniversary in the automobile industry, and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Zollie Frank.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- INSTALLATION OF ALLEY LIGHT IN
REAR OF 6323 WEST TOUHY
AVENUE.

Also, a proposed order urging the Commissioner of Public Works to give consideration to the installation of an alley light in back of the premises located at 6323 West Touhy Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- INSTALLATION OF ALLEY LIGHTS ON PORTION
OF NORTH OKETO AVENUE.

A proposed order urging the Commissioner of Public Works to give consideration to the installation of alley lights in the 5600 block of North Oketo Avenue bounded by West Bryn Mawr Avenue and North Osceola Avenue, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION TO REMOVE PORTION OF NORTH
MONON AVENUE FROM GENERAL OBLIGATION
BOND ISSUE.

Also, a proposed order authorizing the Commissioner of Public Works to remove North Monon Avenue between North Ionia Avenue and North Sioux Avenue from the General Obligation Bond Issue, passed in 1985, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE DR. LLOYD W. PRASUHN.

A proposed resolution reading as follows:

WHEREAS, Almighty God, in His Infinite Mercy and Wisdom call Dr. Lloyd W. Prasuhn to His Eternal Reward on August 15, 1986; and

WHEREAS, Dr. Lloyd W. Prasuhn was an internationally known veterinarian caring for some 70,000 animals in Chicago and around the world; and

WHEREAS, Dr. Lloyd W. Prasuhn was a great pioneer in the veterinary field, developing surgical procedures now commonly used to treat humans, as well as researching new treatments for arthritis in dogs and certain kinds of viogenital problems in cats; and

WHEREAS, Dr. Lloyd W. Prasuhn served as consultant in the design, construction and operation of animal hospitals throughout the world; and

WHEREAS, Dr. Lloyd W. Prasuhn was founder and first editor-in-chief of DVM Magazine and Veterinary Digest; and

WHEREAS, Dr. Lloyd W. Prasuhn and his wife Mary founded the Lake Shore Foundation For Animals; and

WHEREAS, Dr. Lloyd W. Prasuhn's deep sense of feeling and humanitarian nature led to the founding of the nation's first animal charity designed as an orphanage for strays rather than a place to hold them until they were adopted or destroyed; and

WHEREAS, Dr. Lloyd W. Prasuhn was a deeply religious man basing his life on the biblical quotation from the Book of Ecclesiastes:

"I said in my heart with regard to the sons of men that God is testing them to show that they are but beast for the fate of the sons of men and the fate of beasts is the same. As one dies so dies the other. They all have the same breath and man has no advantage over the beasts for all his vanity. All go to one place. All are from the dust and all turn to dust again. Who knows whether the spirit of man goes upward and the spirit of beasts goes down to the earth?"

; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago, and the members of its City Council, duly assembled this 28th day of August, 1986, A.D., do hereby, express their deepest sympathy at the passing of Dr. Lloyd W. Prasuhn, and do also extend to his beloved wife Mary, and his family, deepest condolences on the occasion of this profound loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dr. Lloyd W. Prasuhn.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

CONGRATULATIONS EXTENDED TO WEIZMANN INSTITUTE
OF SCIENCE ON THEIR ACHIEVEMENTS IN
SCIENTIFIC RESEARCH.

Also, a proposed resolution reading as follows:

WHEREAS, The Weizmann Institute of Science located in the town of Rehovot in the State of Israel is one of the most prestigious centers of scientific research and graduate study in the world; and

WHEREAS, The Weizmann Institute of Science is devoted to research and teaching in the natural sciences with 21 research units grouped into 5 faculties, namely Biology, Biophysics, Biochemistry, Chemistry, Mathematics and Physics, which are engaged in a major research focused upon the causes and cures of debilitation illness and disease of children; and

WHEREAS, Examples of such research projects designed to help children are as follows: A bone marrow transplant method now saving children with deficient immune systems, a substance to strengthen the immune response to leukemic and arthritic children, an effort to develop a special form of enzyme to control Tay- Sachs disease, which strikes heavily in Jewish children causing lethal brain deterioration; a test to diagnose the susceptibility of children with diseased or removed spleens to fatal infection; examination of the measles virus, to understand how it triggers the fatal brain disorder subacute sclerosing panencephalitis, and much more; and

WHEREAS, The committee for the Weizmann Institute of Science has chosen this year to honor Donald N. Frey at a dinner to be held the fourteenth day of September, Nineteen Hundred and Eighty-six; and

WHEREAS, All of the proceeds of this dinner will be used to establish a joint Scientific Exchange Program between the Weizmann Institute of Science and Northwestern University in the name of Donald N. Frey.

WHEREAS, Donald N. Frey has supported the Institute, serving as a corporate Chairman for the 1984 Tribute Dinner; and

WHEREAS, Donald N. Frey has had an outstanding business and professional career that began in the laboratories of the Ford Motor Company and led to the position of Vice President, Product Development Group, followed by three years as the Chief Operating Officer of the The General Cable Company and is now holding the prestigious position Chief Executive Officer of the Bell and Howell Company, now, therefore,

Be It Resolved, By the Mayor and the members of the City Council of the City of Chicago assembled this twenty-eighth day of August, Nineteen Hundred and Eighty-six, do hereby congratulate the Weizmann Institute of Science on their achievements in scientific research to the betterment of all mankind and its honoree, Donald N. Frey, on this memorable event.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus the foregoing proposed resolution was *Adopted*, unanimously.

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR SUNDRY ORGANIZATIONS.*

Also, a proposed ordinance for a grant of privilege in public way, which was *Referred to the Committee on Streets and Alleys*, as follows:

The 2nd Coast, Incorporated -- d/b/a The 3rd Coast on Delaware -- to occupy a portion of the public right-of-way adjacent to its property at 888 North Wabash Avenue for use as a sidewalk cafe;

Friends on Wells -- to occupy a portion of the public right-of-way adjacent to its property at 1400 North Wells Street for use as a sidewalk cafe.

*Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 194A CONCERNING HOTEL ACCESS.*

Also, a proposed ordinance to amend Chapter 194A of the Chicago Municipal Code by deleting certain language appearing in Articles 7.4-6, 7.4-7 and 7.4-8 in reference to public access to hotels, which was *Referred to the Committee on Zoning*.

*Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST HILL STREET FOR STREET
FAIR.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Old Saint Joseph's Church, c/o Reverend Sebastian C. Lewis, for the closing to traffic of West Hill Street between North Orleans Street and North Franklin Street on Sunday, September 7, 1986, from 12:00 Noon to 8:00 P.M., for the purpose of holding a street barbecue, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTIONS OF SPECIFIED STREETS
TO HOLD BUGHOUSE SQUARE DEBATES.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Newberry Library, c/o Terry Sullivan, for the purpose of closing to traffic portions of North Dearborn Street, North Clark Street, West Walton Street and West Delaware Street on Saturday, September 6, 1986, from 3:30 P.M. to 7:00 P.M., to hold the Bughouse Square Debates, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTION OF NORTH CLARK STREET TO
HOLD ARTS AND CRAFTS SHOW.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to McDonald's Restaurant, c/o Kathy Lencioni, for the closing to traffic of North Clark Street between West Grand Avenue and West Ohio Street, on Sunday, August 17, 1986, from 8:00 A.M. to 5:00 P.M. to hold an arts and crafts show, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANTING OF PERMISSION TO HOLD
BRIAN PICCOLO-LOU MALNATI SCHOLARSHIP
DINNER ON EAST SIDE SIDEWALK
PORTION OF NORTH WELLS
STREET.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Lou Malnati's Pizzeria to hold a Brian Piccolo-Lou Malnati Scholarship Dinner on the east sidewalk of North Wells Street between West Illinois Street and West Hubbard Street, from 6:00 A.M. on Monday, October 27 to 6:00 P.M. on Tuesday, October 28, 1986, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANTING OF PERMISSION TO CRATE AND BARREL
TO HOLD SIDEWALK SALE AT 1510 NORTH WELLS STREET.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Crate and Barrel, c/o Kent Sargent, to hold a sidewalk sale at 1510 North Wells Street on Thursday, August 21 through Sunday, August 24, 1986, from 10:00 A.M. to 6:00 P.M. daily, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- WAIVER OF DEPARTMENTAL FEES FOR SECOND
ANNUAL CHICAGO'S PAN-AMERICAN AT
OLIVE PARK.

Also, a proposed order to waive all departmental fees for the Second Annual Chicago's Pan-American Festival held at Olive Park from August 8 through August 10, 1986 and to donate proceeds to the Logan Square Y.M.C.A., which was *Referred to the Committee on Finance*.

Referred -- INSTALLATION OF STREET LIGHTS ON PORTION
OF WEST SCOTT STREET.

Also, a proposed order for the installation of street lights on West Scott Street between North Larrabee Street and West Division Street, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
AND USE OF CANOPIES AT 610-620
NORTH LA SALLE STREET.

Also, a proposed order for the issuance of a permit to M. M. Winter Sports, Incorporated for the maintenance and use of two canopies attached to the building or structure at 610-620 North LaSalle Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL
CODE CHAPTER 194A SETTING PARKING
REQUIREMENTS IN MANUFACTURING
DISTRICTS.

A proposed ordinance to amend Chapter 194A of the Chicago Municipal Code by changing certain language in Section 10.16-1 concerning parking requirements in manufacturing districts, which was *Referred to the Committee on Zoning*.

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION,
MAINTENANCE AND USE OF CANOPIES AT
956 WEST WRIGHTWOOD AVENUE.

Also, a proposed order for the issuance of the necessary permit to Dino N. Skeptar for the construction, maintenance and use of three canopies attached to the building or structure at 956 West Wrightwood Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HANSEN (44th Ward):

Referred -- ISSUANCE OF AMUSEMENT LICENSE
TO THE ATHENAEUM THEATRE.

A proposed ordinance to issue a Public Place of Amusement license to the Athenaeum Theatre, for operation of its theatre at 2936 North Southport Avenue pursuant to Chapter 104.1.2 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF PHYSICAL BARRIER
REQUIREMENT ALLOWING ALLEY ACCESS
AT 1111-1123 WEST CORNELIA AVENUE.

A proposed order to waive the provisions of Chicago Municipal Code Chapter 33, Section 33-19.1 requiring physical barriers to prevent alley ingress and egress to parking facility at 1111-1123 West Cornelia Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO HOLD STREET
FESTIVAL ON PORTIONS OF SPECIFIED
STREETS.

Also, a proposed order for the issuance of a permit to the Lakeview Central Business Association to hold a street festival on portions of West Belmont Avenue and North Wilson Avenue from Saturday, August 30 through Monday, September 1, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN HANSEN (44th Ward) and
ALDERMAN NATARUS (42nd Ward):**

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 194A CONCERNING FLOOR AREA RATIOS
IN DESIGNATED RESIDENTIAL DISTRICTS.

A proposed ordinance to amend Chapter 194A, Section 11.7-4(7) of the Chicago Municipal Code by changing certain language concerning floor area ratios in R3, R4 and R5 General Residence Districts, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

CONGRATULATIONS EXTENDED TO MR. JOHN R. GARBER
ON HIS RETIREMENT FROM CHICAGO POLICE
DEPARTMENT.

A proposed resolution reading as follows:

WHEREAS, John R. Garber joined the Chicago Police Department in 1954 and achieved the ranks of Sergeant, Lieutenant, Captain and Watch Commander of the Chicago Police Department; and

WHEREAS, John R. Garber always performed his duties as a Chicago Police Officer in a diligent and professional manner; and

WHEREAS, In addition to his public service as a Chicago Police Officer, John R. Garber served our country as a member of the United States Navy; and

WHEREAS, As a result of his meritorious public service, John R. Garber has received the unit of meritorious performance and numerous other awards and commendations from the Chicago Police Department; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 28th day of August, 1986 do hereby extend to John R. Garber our congratulations and heartfelt thanks upon his retirement after 32 years on the Chicago Police Department and our best wishes for his success in his new endeavors; and

Be It Further Resolved, That this resolution be spread upon the permanent record of proceedings of the City of Chicago as a lasting tribute and that a suitable copy be presented to Mr. John R. Garber.

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.

CONGRATULATIONS EXTENDED TO LIEUTENANT HUGH P. HAMILL
ON HIS RETIREMENT FROM CHICAGO POLICE
DEPARTMENT.

Also, a proposed resolution reading as follows:

WHEREAS, Chicago Police Lieutenant Hugh P. Hamill has retired after almost 30 years of dedicated and highly valued public service; and

WHEREAS, Lieutenant Hamill first joined the Chicago Police Department May 1, 1957, and since that time has worked his way up through the ranks, first in police officer posts, then as a Sergeant and ultimately, in 1980, to Lieutenant; and

WHEREAS, A specialist in the Youth Division and in Gang Crimes, Chicago Police Lieutenant Hugh P. Hamill has many times proven himself an outstanding and totally committed public servant. Among his many awards and commendations are numbered a Jr. Chamber of Commerce Award, 31 Honorable Mentions and a number of complimentary letters; and

WHEREAS, Lieutenant Hugh P. Hamill is exemplary of the kind of public servant of which our City is so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., do hereby offer our gratitude and our heartiest congratulations to Chicago Police Lieutenant Hugh P. Hamill on the occasion of his retirement from public service, and extend to this outstanding citizen and his wife, Sandra, and family our very best wishes for happiness and fulfillment in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Lieutenant Hugh P. Hamill.

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.

CONGRATULATIONS EXTENDED TO ZIGMUND AND ROSE MAY
ON OCCASION OF THEIR GOLDEN WEDDING
ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Zigmund May, lifelong residents of Chicago's great northwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Zigmund and Rose May were married August 29, 1936; their union has yielded one daughter, Barbara, and two grandchildren; and

WHEREAS, The Mays celebrated this wonderful occasion with their family and many friends. Known throughout many parts of this great City, Zigmund May has operated all his adult life as a taxi driver; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., do hereby congratulate Mr. and Mrs. Zigmund May on the occasion of their golden wedding anniversary, and extend to this outstanding couple our very best wishes for many years of continuing health and happiness.

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.

HONOR EXTENDED TO NINE CHICAGO POLICE OFFICERS
UPON RECEIPT OF SUPERINTENDENT'S AWARD OF
MERIT FOLLOWING OUTSTANDING
PERFORMANCE.

Also, nine proposed resolutions reading as follows (the italic heading in each case not being a part of the resolution):

Sergeant Robert Angone.

WHEREAS, Chicago Police Sergeant Robert Angone, Badge No. 778, is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Sergeant Robert Angone performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Sergeant Angone was one of those who bravely and skillfully performed undercover surveillance of both public and private property. He operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Sergeant Robert Angone and his fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th Day of August, 1986, A. D., on behalf of all the grateful citizens of this great City, do hereby congratulate and honor Chicago Police Sergeant

Robert Angone for his part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend him for a job exceedingly well done!; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Sergeant Robert Angone.

Officer Gregory Bronsberg.

WHEREAS, Chicago Police Officer Gregory Bronsberg, Badge No. 3164, is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Officer Gregory Bronsberg performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Officer Bronsberg was one of those who bravely and skillfully performed undercover surveillance of both public and private property. He operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Officer Gregory Bronsberg and his fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th Day of August, 1986, A. D., on behalf of all the grateful citizens of this great City, do hereby congratulate and honor Chicago Police Officer Gregory Bronsberg for his part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend him for a job exceedingly well done!; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Officer Gregory Bronsberg.

Officer Virginia Drozd.

WHEREAS, Chicago Police Officer Virginia Drozd, Badge No. 2467 is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Officer Virginia Drozd performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Officer Drozd was one of those who bravely and skillfully performed undercover surveillance of both public and private property. She operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Officer Virginia Drozd and her fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th Day of August, 1986, A. D., on behalf of all the grateful citizens of this great City, do hereby congratulate and honor Chicago Police Officer Virginia Drozd for her part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend her for a job exceedingly well done!; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Officer Virginia Drozd.

Officer Kathleen James.

WHEREAS, Chicago Police Officer Kathleen James Badge No. 16818 is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Officer Kathleen James performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Officer James was one of those who bravely and skillfully performed undercover surveillance of both public and private property. She operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Officer Kathleen James and her fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th Day of August, 1986, A. D., on behalf of all the grateful

citizens of this great City, do hereby congratulate and honor Chicago Police Officer Kathleen James for her part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend her for a job exceedingly well done!; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Officer Kathleen James.

Officer Richard King.

WHEREAS, Chicago Police Officer Richard King, Badge No. 16952, is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Officer Richard King performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Officer King was one of those who bravely and skillfully performed undercover surveillance of both public and private property. He operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Officer Richard King and his fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved: That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., on behalf of all the grateful citizens of this great City, do hereby congratulate and honor Chicago Police Officer Richard King for his part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend him for a job exceedingly well done!; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Officer Richard King.

Officer Edward Kroyer.

WHEREAS, Chicago Police Officer Edward Kroyer, Badge No. 9335, is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Officer Edward Kroyer performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Officer Kroyer was one of those who bravely and skillfully performed undercover surveillance of both public and private property. He operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Officer Edward Kroyer and his fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., on behalf of all the grateful citizens of this great City, do hereby congratulate and honor Chicago Police Officer Edward Kroyer for his part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend him for a job exceedingly well done!; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Officer Edward Kroyer.

Officer Mario Loiavano.

WHEREAS, Chicago Police Officer Mario Loiavano, Badge No. 17876, is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Officer Mario Loiavano performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Officer Loiavano was one of those who bravely and skillfully performed undercover surveillance of both public and private property. He operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Officer Mario Loiavano and his fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., on behalf of all the grateful citizens of this great City, do hereby congratulate and honor Chicago Police Officer Mario

Loiacano for his part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend him for a job exceedingly well done!; and

Be It Further Resolved. That a suitable copy of this resolution be presented to Chicago Police Officer Mario Loiacano.

Officer Wayne Szulkowski.

WHEREAS, Chicago Police Officer Wayne Szulkowski, Badge No. 15262, is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Officer Wayne Szulkowski performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Officer Szulkowski was one of those who bravely and skillfully performed undercover surveillance of both public and private property. He operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Officer Wayne Szulkowski and his fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved. That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., on behalf of all the grateful citizens of this great City, do hereby congratulate and honor Chicago Police Officer Wayne Szulkowski for his part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend him for a job exceedingly well done!; and

Be It Further Resolved. That a suitable copy of this resolution be presented to Chicago Police Officer Wayne Szulkowski.

Officer Cad Shannon.

WHEREAS, Chicago Police Officer Cad Shannon, Badge No. 6561, is among the members of Tactical Team "A" who have received the Superintendent's Award of Merit "for outstanding police work which has brought great credit to the [Chicago Police] Department in a case of unusual public interest"; and

WHEREAS, In Chicago's highly publicized and much-praised "War on Graffiti" which was intensified June 22, 1986, Officer Cad Shannon performed outstandingly toward the arrest of 81 offenders to date; and

WHEREAS, Officer Shannon was one of those who bravely and skillfully performed undercover surveillance of both public and private property. He operated under often impossible conditions to uncover proof that graffiti damage to property, especially to Chicago Transit Authority property, has been organized and perpetrated by a subculture of which the citizens and government of this great City were formerly unaware; and

WHEREAS, In timely arrests which received national attention, Officer Cad Shannon and his fellow officers have brought Chicago one giant step closer to stamping out the terrible problem of vandalism and graffiti which has long plagued this City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., on behalf of all the grateful citizens of this great City, do hereby congratulate and honor Chicago Police Officer Cad Shannon for his part in bringing about the arrest of 81 suspects in Chicago's War on Graffiti; we commend him for a job exceedingly well done!; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Officer Cad Shannon.

Alderman McLaughlin moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolutions. The motion *Prevailed*.

On motion of Alderman McLaughlin, the foregoing proposed resolutions were *Adopted*, unanimously.

Referred -- INVESTIGATION PROPOSED INTO POSSIBLE MISUSE
OF PUBLIC FUNDS IN BUREAU OF TRAFFIC
ENGINEERING AND OPERATIONS.

Also, a proposed resolution urging the Committee on Traffic Control and Safety to conduct a thorough investigation on the possible misuse of public funds appropriated to the Bureau of Traffic Engineering and Operations, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN ORBACH (46th Ward):

TRIBUTE TO LATE MR. IRA JONES.

A proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to his eternal reward Ira Jones, Chicago businessman, churchman and Civil Rights activist, July 30, 1986; and

WHEREAS, Ira Jones came to Chicago in 1954 and immediately became involved in religious and social organizations. He had a lifelong commitment to civil rights, to the Democratic Party and, an active Episcopal layman, to the American Church Union, an organization representing the Anglo-Catholic traditions within the Episcopal church; and

WHEREAS, Ira Jones's religious interests extended beyond his own denomination to embrace activities within churches in the City's black community, particularly the First Church of Deliverance and the First Church of Love and Faith, both immensely popular south side congregations; and

WHEREAS, Long active in Chicago politics, Ira Jones was a Fourth Ward Democratic Organization precinct captain and was a founding member and director of the Prairie State Democratic Club; and

WHEREAS, Ira Jones was one of the founders of Mattachine Midwest in 1965 and was serving the latest of several terms as its president at the time of his death. He will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of August, 1986, A.D., do hereby express our sorrow on the death of Ira Jones, an outstanding Chicago citizen, and extend to his friends and family our deepest expressions of sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the survivors of Ira Jones.

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, by a rising vote.

GRATITUDE EXTENDED TO MR. SEYMOUR H. PERSKY
ON HIS CONTRIBUTIONS TO "WRIGLEYVILLE"
COMMUNITY.

Also, a proposed resolution reading as follows:

WHEREAS, Seymour H. Persky, as Chairman of the Board of Parliament Enterprises, Ltd., heads a real estate firm unique in its dedication to the preservation of superior rental housing; and

WHEREAS, Mr. Persky and Parliament Enterprises have received many awards including, among others, five acknowledged landmark structures in the National Register of Historic Places; North Side Real Estate Board Good Neighbor Award; DePaul University Certificate of Appreciation; Rogers Park Community Council Tender Loving Care Award; 46th Ward Democratic Organization Award for Outstanding Dedication in 1981 for the readaptive use of an entire block of East Lakeview; the Faith in Our Community Award from the Rogers Park Community Council; the National Multi-Housing Council Award for Outstanding Service; the Award of Appreciation by North Side Real Estate Board for Outstanding Contribution for a rehabilitated building; the Design Award for Building Renovation from Design Evanston; and

WHEREAS, He is a member of the Board of Directors of the Landmark Preservation Council of Illinois, a member of the Chicago Architecture Foundation, a member of the National Trust for Historic Preservation and a Commission, Commissioner of the Highland Park Historic Preservation Commission, a founding member of the National Building Museum in Washington, D.C., and a member of the Architecture Society of the Art Institute of Chicago; and

WHEREAS, Among the more than forty commercial and residential structures renovated by Mr. Persky, several hundred rental units have been rehabilitated and preserved within the Lake View Community; and

WHEREAS, Mr. Persky has dedicated over fifteen years of personal effort and corporate commitment to the reclamation and restoration of once, and now, again, stately apartment buildings; the renaissance of which has generated community pride and stimulated further investment and beautification effort among neighboring property owners; and

WHEREAS, Mr. Persky, inspired by his wife, Beverly, originated the name "Wrigleyville" in 1976 to popularize the community and its proximity to its most prominent, nationally recognized and celebrated feature, Wrigley Field, home of the Chicago's beloved Cubs; now, therefore,

Be It Resolved, That we, the Mayor and the Chicago City Council, gathered here this 28th day of August, 1986, hereby give long overdue recognition to Seymour H. Persky, a pioneer in Chicago real estate rehabilitation, for the astute and creative origination of the name "Wrigleyville" to the area generally bounded by Halsted, Ashland, Irving Park and Newport, thus further enhancing the image and identity of one of Chicago's truly grand neighborhoods; and

Be It Further Resolved, That we commend Seymour H. Persky and Parliament Enterprises, Ltd. for significant contributions to the quality of life in Chicago through the preservation of quality rental housing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Seymour and Beverly Persky with our best wishes for the continued success of their endeavors.

Alderman Orbach moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

8/28/86

NEW BUSINESS PRESENTED BY ALDERMEN

33479

On motion of Alderman Orbach, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALE ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order for issuance of the necessary permits to the North Lakefront Chamber of Commerce, c/o Sherry Ludwig, to hold a sidewalk sale on North Broadway from West Cornelia Avenue to West Irving Park Road; on North Sheridan Road from West Irving Park Road to West Sheridan Road; and on West Sheridan Road from 1000 to 900 West, from 9:00 A.M. to 8:00 P.M. beginning Friday, October 10 and ending Sunday, October 12, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- WAIVER OF CHICAGO MUNICIPAL CODE
BARRIER REQUIREMENTS FOR SPECIFIC
INGRESS/EGRESS TO PARKING
FACILITIES.

Also, a proposed order to waive the provisions of Chapter 33, Section 33-19.1 of the Chicago Municipal Code requiring barriers to prohibit ingress and egress to parking facilities for Nuts on Clark, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN VOLINI (48th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALE ON SPECIFIED STREETS.

A proposed order for the issuance of the necessary permits to Covenant Community Church of Edgewater, c/o Reverend Herbert Hernandez, to hold a sidewalk sale on North Glenwood Avenue from West Bryn Mawr Avenue to the alley, also on West Bryn Mawr Avenue from North Glenwood Avenue to the end of the church property on August 23, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN VOLINI (48th Ward) and
ALDERMAN ORR (49th Ward):**

Referred -- INSTALLATION OF EDGEWATER GLEN HISTORICAL
MARKERS AT SPECIFIED INTERSECTIONS.

A proposed ordinance for the installation of Edgewater Glen Historical markers at various intersections in the Edgewater community, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN ORR (49th Ward):

CONGRATULATIONS EXTENDED TO MR. HERB WILLIAMS
ON HIS RETIREMENT.

A proposed resolution reading as follows:

WHEREAS, Herb Williams has become a neighborhood institution in the Rogers Park community through the operation of his convenient newsstand on Rogers Avenue over a period of many years; and

WHEREAS, After thirty years of service to the Rogers Park community, Herb Williams is closing his newsstand and retiring; and

WHEREAS, The community newsstand provides a valuable service and is a vital part of the fabric of life in Chicago's neighborhoods; and

WHEREAS, Friendly and reliable local businesses add immeasurably to the quality of life of the residents of our neighborhoods; and

WHEREAS, The residents of Rogers Park are thankful and appreciative of the service Herb Williams has provided to their community; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago do hereby congratulate and commend Herb Williams for his many years of dedicated service to the Rogers Park community, and wish him many years of health and enjoyment in his forthcoming retirement.

Alderman Orr moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Orr, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- ISSUANCE OF PERMITS TO HOLD "NIBBLE OF
ROGERS PARK" ON PORTION OF WEST LUNT
AVENUE.

Also, a proposed order for the issuance of the necessary permits to the Rogers Park Community Council to hold a "Nibble of Rogers Park" on Sunday, September 28, 1986, from 11:00 A.M. to 7:00 P.M., on West Lunt Avenue from the alley east of North Clark Street to North Clark Street; also on North Clark Street from West Lunt Avenue to West Greenleaf Avenue, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- CONSTRUCTION OF MOUNTABLE CURBING ON
PORTION OF NORTH ROCKWELL STREET.

A proposed ordinance for the construction of low-rise, no-hump, mountable curbing at the northwest corner of the intersection of North Rockwell Street and the alley between West Pratt Boulevard and West Farwell Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT INTERSECTION OF NORTH
WESTERN AVENUE AND WEST DEVON
AVENUE.

A proposed order for the issuance of a newspaper stand permit to Shehnaz G. Patel, for the operation of a newspaper stand on the northwest corner of North Western Avenue and West Devon Avenue on a daily basis, in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

**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 ROTI (1st Ward):

McDermott Center -- for alterations and rehabilitation of the B & C Wings of the McDermott Center (transient hotel) on the premises known as 932 W. Washington Boulevard.

BY ALDERMAN RUSH (2nd Ward):

Chicago Youth Centers, 3947 S. Michigan Avenue -- for interior alterations and repairs to existing structure on the premises known as 611 W. Adams Street.

BY ALDERMAN BLOOM (5th Ward):

The Neighborhood Institute 1950 E. 71st Street -- for the development of a multi-family building on the premises known as 7041-7047 S. Merrill Avenue.

The Neighborhood Institute, 1950 E. 71st Street -- for the development of a multi-family building on the premises known as 7031-7037 S. Merrill Avenue.

La Rabida Children's Hospital and Research Center -- for electrical work on the premises known as E. 65th Street at Lake Michigan.

BY ALDERMAN SMITH (28th Ward):

Bethany Brethren Hospital -- for remodeling ground floor on the premises known as 3420 W. Van Buren Street.

BY ALDERMAN HAGOPIAN for ALDERMAN MELL (33rd Ward):

Uhlich Children's Home, 3737 N. Mozart Street -- for repairs to existing building on the premises known as 3720 N. California Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Northwest Hospital -- for construction of Family Medical Center on the premises known as 6808 W. Belmont Avenue.

BY ALDERMAN LAURINO (39th Ward):

Northeastern Illinois University, 5500 N. St. Louis Avenue -- for maintenance and repair of existing lighting and equipment and the art center on the premises known as 5101 N. Kimball Avenue.

Northeastern Illinois University, 5500 N. St. Louis Avenue -- for maintenance and repair of existing lighting and equipment on the premises known as 5500 N. St. Louis Avenue.

Northeastern Illinois University, 5500 N. St. Louis Avenue -- for maintenance and repair of existing lighting and receptacles on the premises known as 4008 W. Rosemont Avenue.

BY ALDERMAN NATARUS (42nd Ward):

8/28/86

NEW BUSINESS PRESENTED BY ALDERMEN

33483

LaSalle Street Church -- for remodeling existing church structure on the premises known as 1136 N. LaSalle Street.

BY ALDERMAN OBERMAN (43rd Ward):

The Chicago Academy of Sciences -- for electrical installations on the premises known as 2001 N. Clark Street.

BY ALDERMAN VOLINI (48th Ward):

Rest-Residents for Emergency Shelter -- for occupancy card No. 5154 on the premises known as 941 W. Lawrence Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN LANGFORD (16th Ward):

Ada S. McKinley Community Services, sundry locations (2).

BY ALDERMAN HAGOPIAN (30th Ward):

Lambs of the Fold Preschool and Day Care Center, 5110 W. Diversey Avenue.

BY ALDERMAN FROST (34th Ward):

Roseland Community Hospital Association, 45 W. 111th Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN SHEAHAN (19th Ward):

Bethany Lutheran Church, 9400 S. Bell Avenue -- boiler inspection.

BY ALDERMAN HAGOPIAN (30th Ward):

Catholic Bishop of Chicago, P.O. Box 1979 -- building inspection.

St. Joseph Home of Chicago, Inc., 2650 N. Ridgeway Avenue -- boiler inspection.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center, 2233 W. Division Street -- boiler inspection.

BY ALDERMAN BANKS (36th Ward):

Norwegian Lutheran Bethesda Home, 2833 N. Nordica Avenue -- boiler and fuel burning inspection.

BY ALDERMAN LAURINO (39th Ward):

Home for the Jewish Blind, 3525 W. Foster Avenue -- boiler and fuel burning inspection.

BY ALDERMAN NATARUS (42nd Ward):

Medinah Temple, 600 N. Wabash Avenue -- sign and surcharge inspections.

The Pompian Shop, 57 E. Oak Street -- sign inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Chicago Service Work and Rehabilitation Center, sundry locations -- building inspections.

Children's Memorial Hospital, sundry locations -- building inspections.

Grant Hospital, sundry locations -- building and maintenance inspections (2).

BY ALDERMAN O'CONNOR for ALDERMAN SCHULTER (47th Ward):

Society of Danube, Swabian, 4217 N. Lincoln Avenue -- public place of assembly inspection.

WATER RATE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

South Shore United Methodist Church, 7350 S. Jeffery Boulevard.

BY ALDERMAN KOTLARZ (35th Ward):

Polish American Congress, 5844-5848 N. Milwaukee Avenue.

BY ALDERMAN O'CONNOR for ALDERMAN SCHULTER (47th Ward):

Lakeview OTD Pentacostal Church, 1710 W. Cornelia Avenue.

BY ALDERMAN STONE (50th Ward):

Associated Talmud Torahs of Chicago, 3025 W. Devon Avenue.

REFUND OF FEES:

BY ALDERMAN ROTI (1st Ward):

McDermott Foundation, 120 W. Huron Street -- Refund of Permit No. B-669097.

BY ALDERMAN RUSH (2nd Ward):

Chicago Youth Center, 3947 S. Michigan Avenue -- Refund of Building Permit No. B-669878.

BY ALDERMAN BLOOM (5th Ward):

South Shore United Methodist Church, 7350 S. Jeffery Boulevard -- Refund of sewer assessment.

BY ALDERMAN BEAVERS (7th Ward):

Balbino Aseves, 8732 S. Buffalo Avenue -- Refund of payment for handicapped sign.

BY ALDERMAN HAGOPIAN (30th Ward):

Evangel Assembly of God, 5100 W. Diversey Avenue -- Refund to Lambs of the Fold Preschool and Day Care Center.

BY ALDERMAN HAGOPIAN for *ALDERMAN MELL* (33rd Ward):

Uhlich Children's Home, 3737 N. Mozart Street -- Refund of Permit No. B- 670035.

BY ALDERMAN CULLERTON (38th Ward):

Northwest Hospital, 5645 W. Addison Street -- Refund of Building Permit No. B-665218.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (July 29, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 29, 1986, at 10:00 A.M., signed by him as such City Clerk.

Alderman Cullerton moved to *Correct* the printed Official Journal as follows:

By deleting lines fourteen through thirty-five from the top of page 32488 and lines one and two from the top of page 32489 and inserting the following in lieu thereof:

*"Referred -- MUNICIPAL CODE CHAPTER 99 AMENDED BY
ADDING NEW SECTION 99-42.2 CONCERNING
ILLEGAL DUMPING.*

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 23, 1986.

To the President and Members of the City Council:

Your Committee on Streets and Alleys having had under consideration a proposed ordinance which was referred to the committee (May 14, 1986) to give consideration to a code amendment to cancel contracts with persons or businesses found guilty of illegal dumping, begs leave to recommend that the proposed code amendment ordinance be *Referred* to the Committee on Municipal Code Revision.

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman."

On motion of Alderman Cullerton, the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Municipal Code Revision*.

The motion to correct *Prevailed*.

Alderman Cullerton moved to further *Correct* the printed Official Journal as follows:

Page, 32489 -- by adding the word "*Referred--*" immediately before the word "Municipal" appearing on the third line from the bottom of the page;

Page 32497 -- by deleting the printed matter in its entirety and inserting in lieu thereof the following:

"The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 23, 1986.

To the President and Members of the City Council:

Your Committee on Streets and Alleys having had under consideration a proposed ordinance which was referred to the committee (May 14, 1986) to amend Chapter 27, Section 3, Paragraph 279.2, of the Municipal Code of Chicago, begs leave to recommend that the proposed ordinance be *Referred* to the Committee on Traffic Control and Safety.

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman."

On motion of Alderman Cullerton, the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Traffic Control and Safety*.

The motion to correct *Prevailed*.

Thereupon, Alderman Evans moved to *Approve* said printed Official Journal, as *Corrected*, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AUTHORITY GRANTED FOR EXPANSION OF CHICAGO FIRE DEPARTMENT BUREAU OF EMERGENCY MEDICAL SERVICES, PARAMEDIC MOBILE INTENSIVE CARE UNITS.

On motion of Alderman Sheahan, the City Council took up for consideration the report of the Joint Committee composed of the members of the Committee on Police and Fire, and the Committee on Health deferred and published in the Journal of the Proceedings of July 9, 1986, pages 31664-31665, recommending that the City Council adopt a proposed resolution authorizing the expansion of the Chicago Fire Department Bureau of Emergency Medical Services, Paramedic Mobile Intensive Care Units.

On motion of Alderman Sheahan the said 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Frost was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said resolution as adopted:

WHEREAS, The Chicago Fire Department Bureau of Emergency Medical Services known as the Paramedic Mobile Intensive Care Ambulance Unit System has given outstanding service to the citizens of Chicago; and

WHEREAS, The Chicago Fire Department Bureau of Emergency Medical Services has only 49 intensive care ambulances, with 3 at O'Hare Airport, leaving 46 ambulances to cover the entire City area for full emergency paramedic care and services; and

WHEREAS, Large areas of the City are not given paramedic care due to the low numbers of ambulance units and personnel to staff them; and

WHEREAS, 10,000 emergency calls are made per day. Of those calls, 1,000 are to the Chicago Fire Department and of those, 600 calls per day are specifically for ambulance service; and

WHEREAS, The general community is concerned for public safety, emergency response capability of the Chicago Fire Department Bureau of Emergency Medical Services, Mobile Intensive Care Ambulance Paramedic Unit System; now, therefore,

Be It Resolved, That the Chicago Fire Department, the Bureau of Emergency Medical Services, the Fire Paramedics in the field, the Chicago City-wide M.I.C.U. Resource Hospital Project Medical Directors, other paramedic associations and the news media be asked to participate in a hearing; and

Be It Further Resolved, That the Committee on Police and Fire examine the Emergency Medical Services Mobile Intensive Care Units in order to determine whether they can provide adequate and safe service for the residents of the City of Chicago; and

Be It Further Resolved, That the City Council Joint Committee on Police and Fire and Health do hereby recommend after hearing testimony that the Chicago Fire Department employ 125 paramedics, buy 10 new fully equipped ambulances and rescind the order for training of the 6 paramedic units now being trained during working hours so the entire complement of 59 ambulances will be serving the City of Chicago.

AUTHORITY GRANTED FOR ACCEPTANCE OF GRANT
OF PRESERVATION AND CONSERVATION
FOR EASEMENT FOR CHICAGO
UNION STATION.

On motion of Alderman McLaughlin, the City Council took up for consideration the report of the Committee on Cultural Development and Historical Landmark Preservation deferred and published in the Journal of the Proceedings of July 9, 1986, pages 31536-31548, recommending that the City Council pass a proposed ordinance accepting a grant of preservation and conservation easement for the Chicago Union Station.

Alderman McLaughlin presented the following amendment:

At page 3, line 2, delete the phrase, "48 feet" and insert "91 feet".

At page 3, lines 2 and 3, delete the following:

"(to the top of the cornice)".

At page 7, after line 9, insert the following:

"(r) installation of office cores abutting the north and south ends of the waiting room, as shown in Exhibits G, H, N and O, hereto."

Alderman McLaughlin moved to *Adopt* the foregoing proposed amendment. The motion *Prevailed* by a viva voce vote.

Alderman McLaughlin then moved to *Pass* the said proposed ordinance, *as amended*. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Krystyniak, Henry, Soliz, W. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, McLaughlin, Orbach, Volini, Stone -- 37.

Nays -- Aldermen Garcia, Gutierrez, D.Davis, Oberman -- 4.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home-rule unit local government and a municipal corporation under the laws of the State of Illinois; and

WHEREAS, The Chicago Union Station Company is the owner of the Chicago Union Station Building (hereafter "Union Station"); and

WHEREAS, For over sixty (60) years the Union Station has played an important role in the history of Chicago and has been a visual symbol of Chicago's importance as the transportation hub of the nation; and

WHEREAS, Union Station was erected from 1913-1925 and was designed by the renowned architectural firm of Graham, Burnham and Company; and

WHEREAS, Union Station has been described as a planning masterpiece which successfully integrates a vast system of tracks, concourses, waiting rooms, entrances and vehicular accesses in a way which is unrivaled among the nation's stations, piers and airports; and

WHEREAS, Although Union Station is not presently a designated landmark under Section 21-64 of the Municipal Code, it is a building which is significant in American and Chicago history and should be preserved; and

WHEREAS, The Chicago Union Station Company desires to undertake a renovation and development plan which will assist in preserving, maintaining and restoring the significant architectural features of Union Station, and simultaneously develop the building to its highest potential; and

WHEREAS, To these ends the Chicago Union Station Company desires to grant to the City of Chicago the Grant of Preservation and Conservation Easement; and

WHEREAS, The Commission of Chicago Historical and Architectural Landmarks has carefully reviewed and on May 7, 1986 approved the Grant of Preservation and Conservation Easement for the Union Station as evidenced by the May 7, 1986 minutes of the Commission meeting (attached hereto as Exhibit A); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council accepts, approves and adopts the recommendation of the Commission on Chicago Historical and Architectural Landmarks, that the City of Chicago accept the Grant of Preservation and Conservation Easement to the City of Chicago by The Chicago Union Station Company, a copy of said Grant being attached hereto as Exhibit B. Said Grant is to be executed between the City of Chicago as grantee and the Chicago Union Station Company as grantor, and relates to the building located between Adams and Jackson and Canal and Clinton Streets, in the City of Chicago, commonly known as Union Station.

SECTION 2. The Mayor of the City of Chicago is authorized to accept the Grant of Preservation and Conservation Easement.

SECTION 3. This ordinance shall take effect on and after the date of its passage.

Exhibits "A" and "B" attached to this ordinance read as follows:

Exhibit "A."

*Minutes of Meeting of The Commission on
Chicago Historical and Architectural
Landmarks.*

May 7, 1986

Page...3

committee meeting had not been held since the April Commission meeting and that information regarding bids for the proposed facade easement study will be submitted at the June Commission meeting.

Planning Committee: Committee Chairman Irving Markin reported that no meeting was held in April as the committee's work for the year is basically finished.

Building Permit Review Committee: Mr. Markin moved and Mr. Gray seconded that the Commission shall ratify staff approvals of the 22 building permit applications received during April. The motion was unanimously approved.

Rules Committee: Committee Chairman Nancy Kaszak reported that it is anticipated that hearings on the proposed revisions to the Landmarks Ordinance will be held in June.

Ms. Kaszak also reported that the interim Advisory Committee established to study designation and economic problems of maintaining churches has been in contact with a representative of the Archdiocese of Chicago who is interested in working with the Commission to identify significant churches as cited by the Advisory Committee and the Chicago Historic Resources Survey.

National Register Review Committee: Committee Chairman Mr. Gray requested that the Commission endorse the committee's position regarding the pending National Register nomination of the proposed extensions to the Sheffield Historic District. Mr. Heard moved and Ms. Kaszak seconded that the Commission shall endorse the National Register Review Committee's position regarding the extensions to the Sheffield Historic District. The motion was unanimously approved.

5. Progress reports on various proposed designations.

Union Station: Commission members received copies of the proposed Union Station facade easement agreement. Cheryl Harris briefly summarized the content of the agreement.

Mr. Heard spoke of permit review considerations. Ms. Hollander pointed out that the agreement provides for ongoing permit review and that the facade easement agreement was entered into voluntarily by Union Station's owner.

Mr. Gray moved and Mr. Baird seconded that the Commission shall endorse the final draft of the facade easement agreement with Union Station. The motion was passed with six votes in favor and one abstention (Heard).

6. Reports from Survey Teams.

Slides were shown on significant structures of South Shore and Jackson Park, located within the 5th Ward.

Exhibit "B".

*Grant Of Preservation And Conservation Easement
To The City Of Chicago By The Chicago Union Station Company.*

Whereas, the Chicago Union Station Company (the "Grantor"), an Illinois corporation under the laws of the State of Illinois, is the owner of record of property bounded on the north by Adams Street, on the east by Canal Street, on the south by Jackson Boulevard, and on the west by Clinton Street (the "Site"), commonly known as the Chicago Union Station Building and more particularly described in Exhibit A hereto (the "Station"); and

Whereas, the City of Chicago (the "Grantee") is a home rule unit local government and a municipal corporation under the State of Illinois; and

Whereas, the Station is a structure portions of which are of historical or architectural value, although the Station is not presently a designated landmark under Section 21-64 of the Municipal Code or under any other Code; and

Whereas, the Grantor and the Grantee intend to preserve, protect and enhance significant historical and architectural features of the Station's interior and exterior through the grant of this conservation right; and

Whereas, a Development Plan as herein defined has been prepared for the Site, which Plan preserves the portions of the Station subject to this grant of conservation right (the "Grant"); and

Whereas, to these ends and concurrent with adoption of the Development Plan Grantor desires to grant to Grantee and the Grantee desires to accept this Grant;

Now, Therefore, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee an easement in and to those certain improvements more particularly described in paragraph 2 below, subject to the following terms and conditions:

1. Union Station is not currently a designated City landmark under Section 21- 64 of the Chicago Municipal Code or any other code of law.

2. The Grantor hereby grants a conservation right to the Grantee in and to the following portions of the Station (the "Protected Areas"), upon the terms and provisions contained in this Grant:

(a) The main floor waiting room space bounded by column lines on all sides and measuring approximately 218 feet in length by approximately 100 feet in width to a height of approximately 91 feet, measured from the floor, as shown on Exhibit B hereto. all of which interior spaces are located in the interior building of approximately the same length and width, together with that portion of the waiting room ceiling located directly above the main waiting room floor as delineated above (the "Waiting Room");

(b) The barrel vaulted ceiling centrally located on the east side of the Station as shown on Exhibit B hereto;

(c) The east exterior facade including columns and entablature to an approximate height of 62 feet above Canal Street (to the top of the cornice line), as shown on Exhibit C hereto;

(d) The west exterior facade including columns and entablature to an approximate height of 73 feet above Clinton Street (to the top of the cornice), as shown on Exhibit D hereto;

(e) The north exterior facade including columns and entablature to an approximate height (to the top of the respective cornices) of 73 feet at the corner of Clinton and Adams Street and 62 feet at the corner of Canal and Adams Streets, as shown on Exhibit E; and

(f) The south exterior facade, including columns and entablature, to an approximate height (to the top of the respective cornices) of 62 feet at the corner of Canal Street and

Jackson Boulevard and 73 feet at the corner of Clinton Street and Jackson Boulevard, as shown on Exhibit F.

3. The parties acknowledge that the development plan for the Site is shown on Exhibits _____ through _____ attached hereto and made a part hereof (the "Development Plan"). Development on the Site affecting the Protected Areas shall be in substantial conformity with the Development Plan. In the event the development is not in substantial conformity with the Development Plan, Grantee shall have the remedies set forth in paragraph 14. Any substantial change in the Development Plan affecting the Protected Areas shall be submitted to the Grantee prior to implementation and shall require the agreement of the Grantor and Grantee, whereupon the Development Plan shall be duly amended to reflect such change. Any request for such change shall be promptly acted upon by the Grantee following a written request to the Grantee by the Grantor for consent to the change. Grantor shall from time to time furnish Grantee with copies of its plans as the same are refined and finalized. The Development Plan exhibits may be amended or supplemented by agreement of the parties hereto.

4. Unless the Chicago Commission on Architectural and Historical Landmarks (the "Commission"), or any successor entity, shall approve in writing, only the following, and no other work shall be undertaken upon, in, or to the Protected Areas as shown in the Development Plan:

(a) Installation of temporary partitions or other measures necessary during construction to assure continuous operation of rail and related facilities and services, retail and office space;

(b) Relocation of each of the interior rows of columns at the north and south ends of the main waiting room space (and replacement with like kind of the entablature above) to a location approximately 7.5 feet further from their current locations toward the center of the waiting room in order to permit construction of office cores as shown on Exhibit B hereto;

(c) Installation of necessary utilities;

(d) Installation of new lighting on the ceiling and walls of the waiting room and the barrel vaulted ceiling area;

(e) Restoration or repair (if feasible) or, alternatively, replacement with like kind of the existing windows located on the second level of the east facade, and installation of ground level retail storefronts and entrances within the width and height of the existing masonry openings on the east facade;

(f) Installation of retail storefronts and entrances within the existing masonry openings of the two existing east facade entrances, and installation of new, centrally located exterior entrances on the east facade within the width and height of existing masonry openings;

(g) Installation of glass or stone panels between the existing columns on the north and south facades (subject to final approval by the Commission);

(h) Restoration or repair or, alternatively, replacement with like kind of some or all of the windows located between the sixteen columns on the west facade;

(i) Repair, restoration or replacement of some or all of the windows below the column line of the west facade, and possible addition of a canopy above the existing west facade entrance which is not presently canopied;

(j) Installation on the west facade of one or more retail entrances within the width and height of the existing masonry openings, and installation of a central (possibly canopied) entrance, with any canopy and all construction to be located below the existing column line;

(k) Establishment of rail-related curbside check-in facilities and equipment for baggage handling;

(l) Renovation of entrances and entrance lobbies on Adams Street and Jackson Boulevard, including enlargement of existing entrances in substantial conformity with Exhibit ____ (subject to final approval of the Commission);

(m) Installation of exterior lighting;

(n) Installation of rail-related facilities, as needed, in the main waiting room space;

(o) Installation of landscaping, restaurant and retail spaces in the main waiting room;

(p) Any necessary work, repairs or replacements required for safety or by law or necessary to protect the welfare of individuals on the Station's premises; and

(q) Cleaning, tuckpointing, repair or, if necessary, replacement with like kind of those facade, ceiling, wall or floor areas, as the case may be, which are, in Grantor's opinion, in need of such measures.

(r) Installation of office cores abutting the north and south ends of the waiting room, as shown in Exhibits G, H, N and O, hereto.

5. For purposes of this agreement, "installation" shall include subsequent repair, modification, replacement and removal. All installation, cleaning and repair shall be made substantially in accordance with the Standards of Rehabilitation of the Department of Interior, set forth in Exhibit ____ hereto.

6. Promptly following removal of any improvement covered under paragraph 4 above (and except for temporary measures due to construction which are to be followed by other improvements), the Grantor must restore any portion of the Protected Areas which is damaged or altered by the said removal to substantially the same design or form, as the case may be, as existed prior to the installation of any such improvement.

7(a). No exterior or interior sign will permanently alter any Protected Area, and if any sign is affixed to a Protected Area, Grantor will cause such Protected Area to be restored upon removal of the sign.

(b) Exterior business identification signs will be permitted between all masonry openings of the building, and on wall areas subject to the following guidelines:

(i) On each facade, exterior signs will be substantially uniform in size, shape, and materials (subject to final approval of the Commission);

(ii) On the east facade, such exterior signs (except for signs on commercial windows) will feature brass or bronze trim; and

(iii) No signs will be placed on the freestanding columns which form part of the Station's east facade, or on the half-columns on the west facade.

(c) Interior signs within the Protected Areas shall be permitted subject to the following guidelines:

(i) Interior signs shall be limited to business identification signs, and informational or traffic control signs designed and intended for the safety and convenience of the public; and

(ii) All interior signs shall be subject to the Grantor's review and such review shall be an express term and condition of all lease agreements.

8. Any application or applications by the Grantor or its agents for building permits affecting the Protected Areas will be subject to the review of the Commission for substantial conformity to the Development Plan (with any changes from the Exhibits attached hereto clearly marked on the submission), and shall be approved by the Commission within fifteen days from receipt of any such permit application if it is in substantial conformity with the Development Plan. Any permit application so received by the Commission shall be deemed approved fifteen calendar days following its receipt unless the Commission gives written notice to the permit applicant that the application does not appear to be in substantial conformity with the Development Plan together with the basis for such conclusion. Any permit application for work not affecting any of the Protected Areas, which application is forwarded for review to the Commission by any other agency or department, shall be automatically approved by the Commission within three (3) days following its receipt.

9. This Grant shall be in effect until the earlier of five years from the date hereof or six months after written notice has been sent of completion of construction under the Development Plan to the Grantee by the Grantor provided, however, that (a) this Grant may be terminated earlier or extended by mutual agreement of the parties hereto and (b) if the Development Plan fails to proceed within one year of the date hereof and if at any time thereafter Grantor gives written notice to Grantee to that effect, this Grant, except for the last sentence of this paragraph 9, shall be null and void, in which case the Grantor will deliver to Grantee, and Grantee will accept, a statement in recordable form to that effect, which statement shall thereafter promptly be recorded. Grantor, its successors and

assigns, will thereafter submit to Grantee for its review any subsequent development plan for the Site.

10. Upon expiration or termination of this Grant as provided in the first six lines of paragraph 9 or at any other time which shall be mutually agreed to, the Grantor shall consent to the designation of the Protected Areas as a City of Chicago landmark, upon the express condition that any such City landmark designation shall be consistent with the terms, and shall not exceed the scope, of this Grant. Any such designation shall, upon its due passage, supersede this Grant.

11. This Grant covers only the Protected Areas and does not affect any other part of the Site, except as regards the permit review process set forth in paragraph 8.

12. To the extent not exempt pursuant to applicable law, the Grantor, its successors or assigns, shall promptly pay all real estate taxes duly assessed and levied against the real estate on or prior to the due date, provided, however, that Grantor may challenge any proposed levy of real estate taxes if Grantor complies with the requirements of law necessary to prevent the sale of the real estate during the pendency of such challenge.

13. In the event any portion of the Protected Areas is damaged by explosion, fire, collision or any other casualty of any type whatsoever ("Casualty"), Grantor shall restore the affected Protected Areas to its condition immediately preceding such Casualty (or, if such Casualty precedes completion of the work contemplated herein, then restoration shall be to the condition which would have existed in the affected areas immediately after completion of all work contemplated herein), subject to the commercial availability of necessary labor and materials and to the provisions of any mortgages or trust deeds then encumbering the real property concerning receipt and application of insurance proceeds and only to the extent of any net insurance proceeds received by Grantor. Grantor agrees to obtain and maintain full replacement cost insurance with deductibles consistent with other policies of insurance carried by Grantor on said portions of the property, to the extent that such insurance is available at a reasonable cost to be determined by the Grantor in its sole discretion. Any casualty insurance proceeds payable in connection with the Site or any improvements thereon shall be paid to Grantor. No repairs or reconstruction which would alter the appearance (prior to the Casualty, but after completion of the work contemplated herein) of the affected portion of the Protected Areas, other than emergency work to prevent further damage or to protect public safety, shall be undertaken by Grantor without the prior written approval of Grantee, which written approval shall be given as provided in paragraph 8 above. Furthermore, in the event of any Casualty, or any damage to any portion of the improvements on the Site not defined herein as a Protected Area, wherein the cost of restoration ("Cost-1") would exceed the fair market value of the restored improvements ("FMV-1"), Grantor shall not be obligated to restore the damaged Protected Areas. Furthermore, Grantor may apply for a permit to demolish or raze all or any improvements then existing on the site, including the Protected Areas, which permit shall be promptly approved by the Commission provided that the following conditions are met:

- (i) The portions of the improvements on the Site not defined herein as a Protected Area are to be demolished simultaneously with the demolition of the Protected Areas, and

(ii) The cost of developing the Site to its highest and best use while preserving the Protected Areas ("Cost-2") exceeds the fair market value of the Site if developed to such highest and best use while preserving the Protected Area ("FMV-2").

(b) For purposes of determining Cost-1, FMV-1, Cost-2, or FMV-2, as the case may be, the Grantor shall, within 120 days of the Casualty, select an independent M.A.I. appraiser. Such appraiser shall determine FMV-1 or FMV-2, as the case may be, assuming 95% occupancy, taking into account any existing leases which would continue in effect, with appropriate discounting for the time required to obtain such occupancy, utilizing the Income Approach to valuation. Such fair market value shall be compared to the Cost-1 or Cost-2, as the case may be (including marketing, leasing to a 95% rentable occupancy level of the improvements, "hard" construction costs, typical interest reserves and initial occupancy deficits during construction and leasing period, typical loan fees, legal and architectural fees, leasing commissions, and other customary "soft" costs attributable to a rehabilitation or new construction project), as determined by a licensed architect and other professional consultants selected by Grantor (collectively hereinafter referred to as "architect"), within 120 days of the Casualty, subject to Grantee's reasonable approval. Cost-1 or Cost-2, as the case may be, shall not be reduced by any of the amount of any federal income tax credits or other tax incentives which may be available to Grantor as a result of such construction.

In the event Grantee disputes the fair market value as determined pursuant to the foregoing assumptions by Grantor's M.A.I. appraiser, or the cost analysis by Grantor's architect, Grantee may at its expense select an M.A.I. appraiser or architect, as the case may be, to determine the fair market value or the cost of the improvements. Grantee's appraiser or architect shall use the same assumptions used by Grantor's appraiser or architect. If the fair market value or cost is determined by Grantee's appraiser or architect to be within 7% of the sum determined by Grantor's appraiser or architect, then the average of the two sums shall be used for the determination to be made under subparagraph (a).

If the fair market value as determined by Grantee's appraiser is more than 7% higher than the fair market determined by Grantor's appraiser, or the cost, as determined by the Grantee's architect, is more than 7% lower than the cost determined by Grantor's architect, then the two appraisers or architects shall select a third M.A.I. appraiser or architect. The third appraiser or architect shall determine the fair market value or cost of the improvements using the same assumptions used by Grantor's and Grantee's appraisers or architects. The fair market value or cost determined by either Grantor's or Grantee's appraiser or architect which is closest to the fair market value or cost determined by the third appraiser or architect shall be the fair market value or cost used for the determination to be made under subparagraph (a). Grantor and Grantee shall each pay the fees of the respective professionals selected by them. The fees of the third appraiser or architect shall be shared equally between Grantor and Grantee.

(c) Nothing contained in this Paragraph 13 shall be construed as limiting the discretion of the Commission to approve a demolition permit for the Site if the standards set forth above for the mandatory issuance of a demolition permit are not met.

14. In the event of a violation of any provision of this conservation right, which violation is not cured by Grantor within 30 days of written notice by Grantee (or if such violation cannot be cured within 30 days, Grantor has failed to initiate or is not diligently prosecuting such cure), in addition to any remedies now or hereafter provided by law, subject to the limitations set forth below (i) Grantee may, following reasonable notice to Grantor, institute a suit for (a) injunctive relief for such violation and to require the restoration of any Protected Area so adversely affected to its condition prior to the violation (or, if the work contemplated herein is not complete then to the condition after completion of the work contemplated herein) giving rise to the said equitable action, or (b) damages, subject to the limitation set forth below or (ii) representatives of Grantee may enter upon the real property to correct any such violation, and hold Grantor and Grantor's successors, heirs and assigns in title responsible for the reasonable cost thereof, and such costs, until repaid, shall constitute a lien on the real property, provided, however, that any such lien shall be discharged and of no effect if Grantor shall be adjudicated not to have violated its obligations herein and Grantee shall make repairs or pay for repairs made necessary as a result of work so performed by Grantee. Any such lien shall be subordinate to the lien of any mortgages or trust deeds then encumbering the real property. It is understood that Grantee is self-insured, and will assume responsibility, including the payment of compensation to Grantor or its agents, for any negligent acts or omissions by Grantee or any of its employees or agents, or for breach of any of Grantee's obligations under law, in connection with any entry onto the Site or associated activities under this paragraph. Following the giving of reasonable notice to Grantor and prior to any such entry, or the performance of any labor by any agent of Grantee, Grantee shall cause to be procured customary liability and workman's compensation insurance, naming Grantor and any then-existing holders of mortgages or trust deeds as additional insured parties. Nothing contained in this Grant shall be construed to require Grantor to violate or cause to be violated any of its collective bargaining agreements. In the event Grantor is adjudicated to have violated any of Grantor's obligations herein, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with the enforcement of its rights, including court costs and attorney's fees. In the event Grantor is adjudicated not to have violated any of its obligations herein, or if Grantee is adjudicated to have violated its obligations herein, Grantee shall reimburse Grantor for any reasonable costs or expenses in connection therewith, including court costs and attorney fees. The exercise by Grantee of one remedy hereunder shall not have the effect of waiving any other remedy and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time. The sole event in which Grantee shall be entitled to money damages shall be the unauthorized demolition (specifically excluding, however, a casualty or other accidental damage or destruction) of the Protected Areas by Grantor, and in such event Grantee's money damages shall be the liquidated sum of \$1,000,000.

15. Grantor may assign, convey or transfer its interest in the property by way of deed or leasehold interest, and any of the liabilities, obligations, rights and responsibilities of Grantor hereunder may at Grantor's option be transferred to such successor, assignee or lessee. Grantor or any subsequent transferor shall thereupon be relieved of any liability, obligations, rights or responsibilities so transferred. Any liability, obligations, rights or responsibilities not so transferred shall continue to be the responsibility of any such transferor.

8/28/86

UNFINISHED BUSINESS

33499

In Witness Whereof, the parties hereto have executed this Grant of Preservation and Conservation Easement on this _____ day of _____, 1986.

GRANTOR:

CHICAGO UNION STATION COMPANY
an Illinois corporation

By: _____
Its _____

ATTESTED:

Its _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this _____ day of _____, 1986, before me, a Notary Public within and for said County and State, personally appeared _____ and _____ to me personally known, who being each by me duly sworn, did say that they are respectively the _____ and _____ of the Chicago Union Station Company, an Illinois corporation, named in the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

MY COMMISSION EXPIRES:

GRANTEE:

THE CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Its: _____

ATTESTED:

Its _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this _____ day of _____, 1986, before me a Notary Public within and for said County and State, personally appeared _____ and _____ to me personally known, who being each by me duly sworn, did say that they are respectively the _____ and _____ of the City of Chicago, an Illinois municipal corporation, named in the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation and _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

MY COMMISSION EXPIRES:

This Instrument Prepared By
And Mail To:

Permanent Index No.:

Caren D. Thomas, Esq.
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Cheryl I. Harris, Esq.
Law Department
City of Chicago
Room 510

121 North LaSalle Street
Chicago, Illinois 60602

[Exhibits A through Q printed on pages 33502 through
33531 of this Journal.]

MISCELLANEOUS BUSINESS.

Motion to Reconsider Vote -- CONCERNING SUBMISSION
OF URBAN DEVELOPMENT ACTION GRANT
APPLICATION FOR COBBLER SQUARE
PHASE II PROJECT.

Alderman Natarus then presented the following communication:

Whereas, Cobbler Wells Associates Limited Partnership has proposed to acquire approximately 45,500 square feet of land to construct 6,500 square feet of commercial space and approximately 269 residential units with parking spaces for 140-150 cars, located at 1422-1438 North Wells Street, Chicago, Illinois; and

Whereas, the applicant, Cobbler Wells Associates Limited Partnership failed to disclose to the City Council of the City of Chicago all of the information necessary to reach a decision as to whether to vote favorably to pass an ordinance, granting said applicant, through the City Council of the City of Chicago, an application for an Urban Action Development Grant; and

Whereas, a further hearing is needed, I move to reconsider the vote taken by the City Council of the City of Chicago on July 29, 1986, reported on pages 32,110 and 32,111 of the Journal of the Proceedings of the City Council of the City of Chicago reporting the proceedings of that date.

I further move that this ordinance concerning an application for an Urban Action Development Grant, filed by Cobbler Wells Associates Limited Partnership, be referred to the Finance Committee for further deliberation.

Alderman Natarus moved to *Reconsider* the vote by which the ordinance authorizing the submission of an Urban Development Action Grant Application for the Cobbler Square Phase II Project was approved. The motion *Prevailed*.

On motion of Alderman Natarus, the said proposed ordinance was *Re-referred to the Committee on Finance*.

EXHIBITS*

- A Legal Description
- B Interior - Main Waiting Room
- C Protected Area - East Facade
- **D Protected Area - West Facade
- E Protected Area - North Facade
- F Protected Area - South Facade
- G Development Plan - Interior - Main Waiting Room Level
- H Development Plan - Interior - Canal Street Level
- I Development Plan - East Elevation
- J Development Plan - West Elevation
- ***K Development Plan - North Elevation
- ***L Development Plan - South Elevation
- ****M Development Plan - Colonnade Elevation
- *****N Development Plan - North/South Section
- *****O Development Plan - East/West Section
- *****P Development Plan - Signage Concept

* The new exhibits described on this page comprise those drawings prepared at the request of the Commission and presented on April 24, 1986 to further clarify exhibits previously submitted in connection with the Grant of Preservation and Conservation Easement

** This more detailed drawing replaces the earlier schematic submitted to the Commission.

*** Exhibits K and L each consists of four drawings representing alternative treatments to that portion of the Protected Area shown on the drawing; each set of four drawings replaces the earlier schematic submitted to the Commission.

**** This new exhibit consists of four drawings representing alternative treatments of the area shown on the drawing.

***** Exhibits N and O were previously labelled M and N, respectively.

***** This is a new exhibit.

8/28/86

UNFINISHED BUSINESS

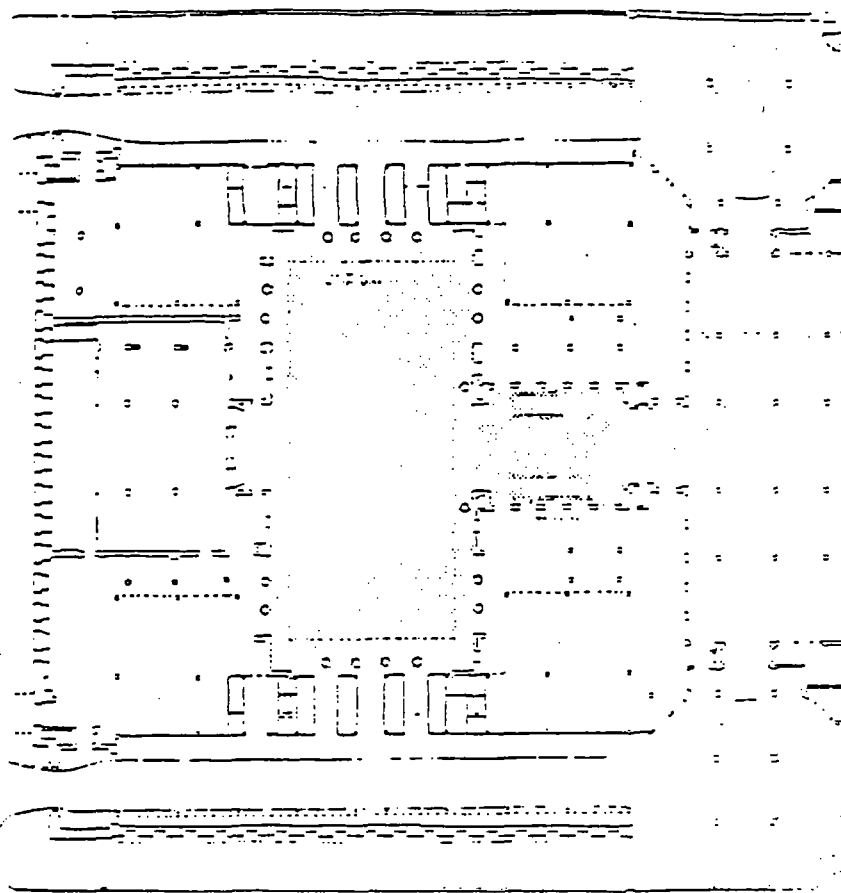
33503

EXHIBIT A

LOT A OF CONSOLIDATION OF LOTS IN BLOCK 51 IN SCHOOL
SECTION ADDITION TO CHICAGO IN THE NORTHWEST QUARTER
OF SECTION 16, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE
3RD PRINCIPAL MERIDIAN IN COCK COUNTY, ILLINOIS.

EXHIBIT B

Interior - Main Waiting Room



MAIN WAITING ROOM FLOOR PLAN, APPROXIMATELY 215' LONG BY 125' WIDE BY 15' HIGH

LOCATION OF SEATING, ALTHOUGH SEATING

UNION STATION DEVELOPMENT

CHICAGO, ILLINOIS

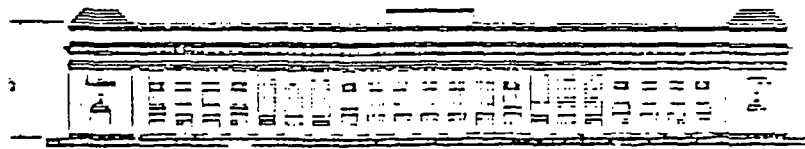
DATE: 8/28/86
BY: [illegible]U.S. DEPARTMENT OF
TRANSPORTATION

8/28/86

UNFINISHED BUSINESS

33505

EXHIBIT C Protected Area: East Facade



NOTE: THE FACADE AREA IS SUBJECT TO THE MODIFICATIONS SHOWN ON
EXHIBITS HEREIN AND PERMITTED PURSUANT TO THE GRANT.

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

EXHIBIT D
Protected Area: West Facade



NOTE: THIS FACADE AREA IS SUBJECT TO THE MODIFICATIONS SHOWN ON
SHEETS HEREIN AND SUBMITTED PURSUANT TO THE DEED.

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

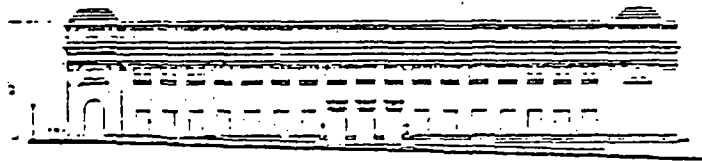
8/28/86

UNFINISHED BUSINESS

33507

EXHIBIT E

Protected Area: North Facade

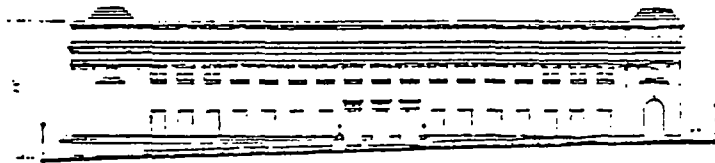


NOTE: THIS FACADE AREA IS SUBJECT TO THE MODIFICATIONS SHOWN ON
SHEET 10 HEREIN AND HEREAFTER PULPANT TO THE DRAWING

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

EXHIBIT F

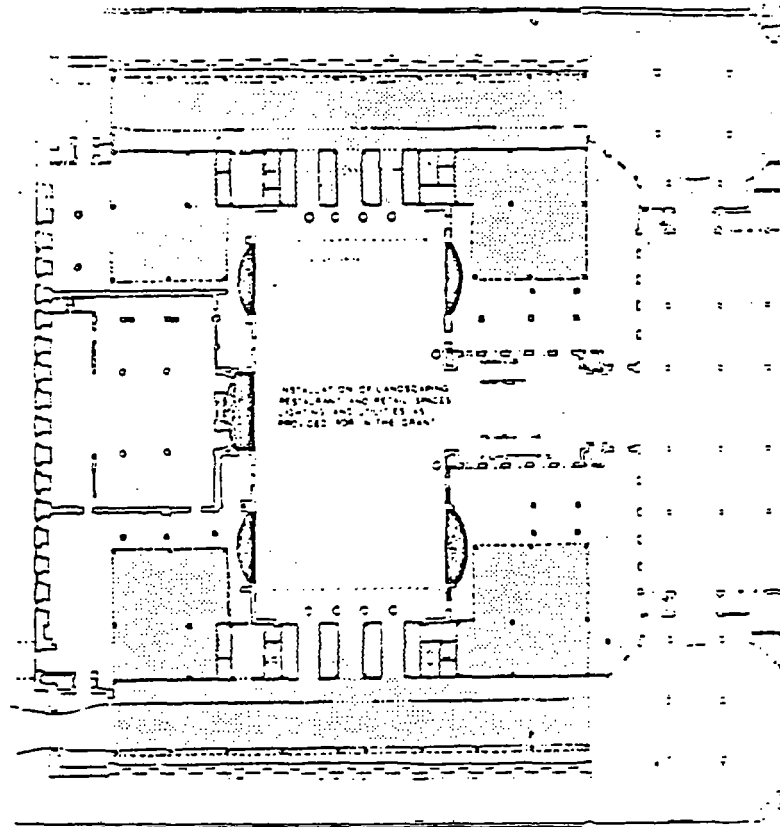
Protected Area: South Facade



NOTE: THE FACADE AREA IS SUBJECT TO THE MODIFICATIONS SHOWN ON
SEPARATE SHEETS AND PERMITTED PURSUANT TO THE GRANT.

EXHIBIT G

Development Plan: Interior - Main Waiting Room Level

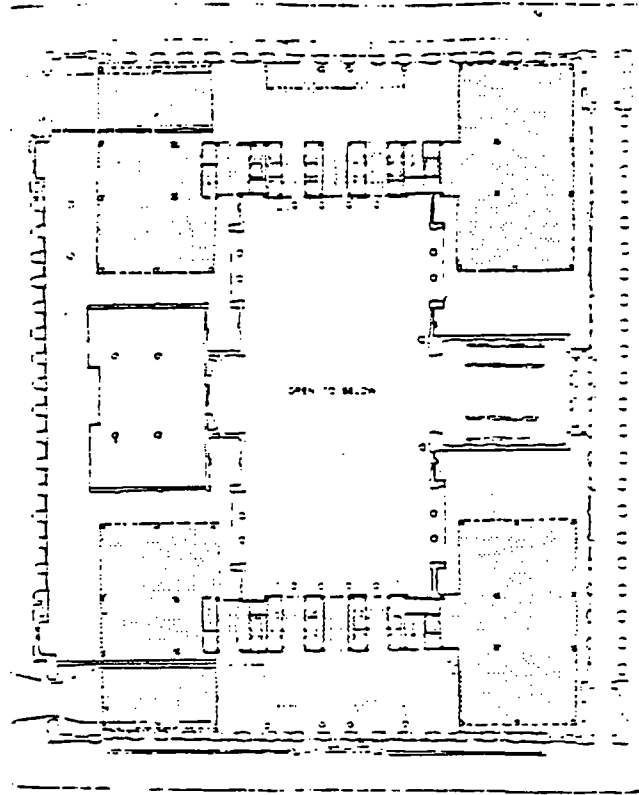


-  APPROXIMATE LOCATION OF NEW COMMERCIAL TOWERS
-  APPROXIMATE LOCATION OF NEW TOWER CORES
-  AREA OF NEW CONSTRUCTION
-  SPACES FOR RETAIL USES

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

EXHIBIT H

Development Plan: Interior - Canal Street Level



- APPROXIMATE LOCATION OF NEW COMMERCIAL LEASES TO BE CONSTRUCTED
- APPROXIMATE LOCATION OF NEW COMMERCIAL TOWERS TO BE CONSTRUCTED
- APPROXIMATE LOCATION OF NEW TOWER CORES TO BE CONSTRUCTED
- AREA OF NEW COMMERCIAL, RETAIL, AND OTHER PERMITTED USES

UNION STATION DEVELOPMENT

CHICAGO, ILLINOIS

BY JACOBSON & ASSOCIATES
ARCHITECTS

J. F. RICHARDS

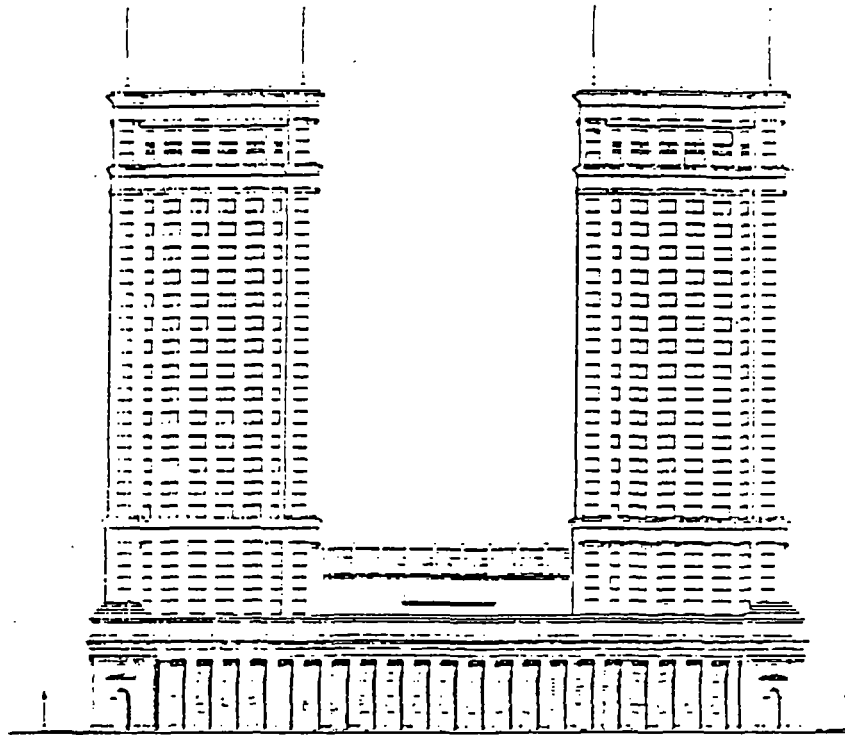
8/28/86

UNFINISHED BUSINESS

33511

EXHIBIT I

Development Plan: East Elevation



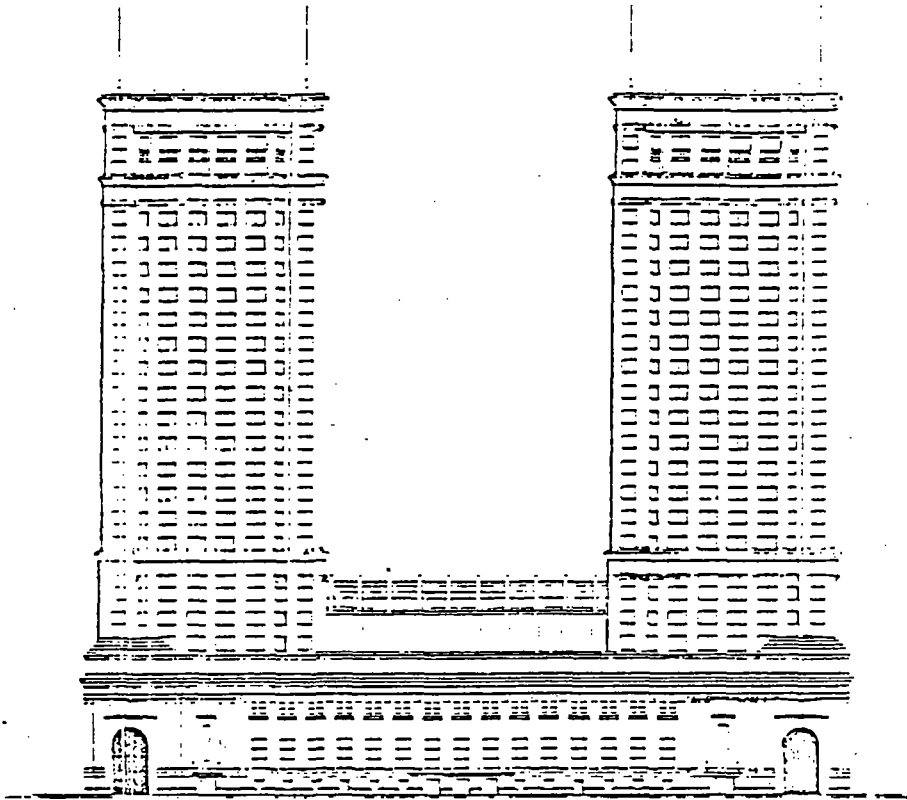
UNION STATION DEVELOPMENT

CHICAGO, ILLINOIS

Architectural & Engineering

EXHIBIT J

Development Plan: West Elevation



All existing elements will remain except for:

1. Windows and/or frames will be replaced and/or reopened where presently blocked-off. In all cases the existing "major" mullion patterns will be maintained. The existing "minor" mullion patterns may be omitted.
2. A new centrally located entry (3 bays wide) may be added at street level. The entry details will be similar to the existing entries to the North & South.
3. A new canopy would be added to the central entry. The canopy design will use a design vocabulary similar to the existing canopies to the North & South. The level of detail will be determined by availability and affordability of materials.
4. A new door might be added, 4 bays North of the South entry, to balance the existing door (located 4 bays South of the North entry). The locations of both doors may change, but the detailing will be the same as the existing entries.
5. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT

8/28/86

UNFINISHED BUSINESS

33513

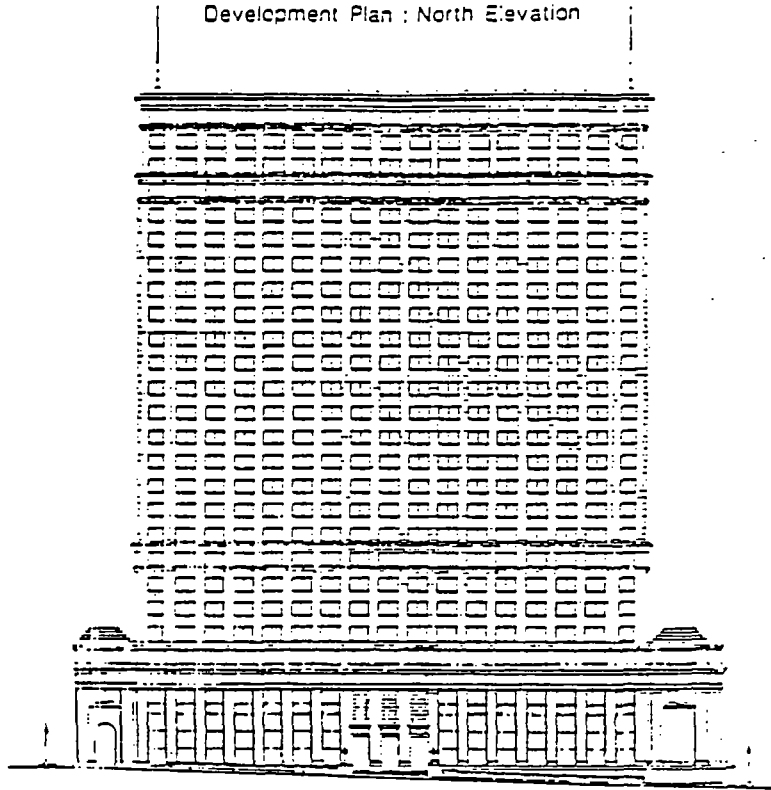
EXHIBIT K

THIS EXHIBIT CONSISTS OF
FOUR EXHIBITS, LABELLED
K1 THROUGH K4. THESE DRAWINGS
REPRESENT FOUR ALTERNATE
DEVELOPMENT SCHEMES WHICH
MAY BE FOLLOWED IN WHOLE OR
IN PART.

EXHIBIT K

DRAWING K-1

Development Plan : North Elevation



Scheme A: All existing elements will remain except for:

1. All infill between existing stone pilasters will be removed, including windows, frames, limestone spandrels & limestone surrounds. New storefronts, windows, frames, spandrels & infill will be installed. The new "infill" will be recessed to the back of the pilasters in order to express the column depth (as expressed on the West elevation). These will be designed to be sympathetic with the design vocabulary of the period and the Headhouse.

Note: The existing limestone lintels over the 3 entry portals will remain, although alterations may be required to incorporate signage.

2. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT

CHICAGO, ILLINOIS

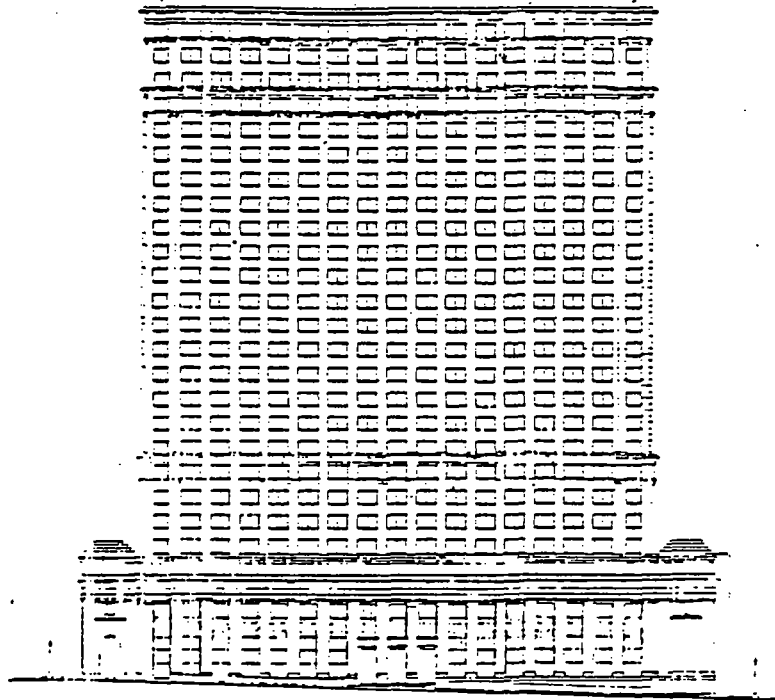
John Lagrange & Associates
Architects

U.S. Federal Bank
Developer

EXHIBIT K

DRAWING K-2

Development Plant: North Elevation



Scheme B: All existing elements remain except for:

1. All infill between existing stone pilasters will be removed, including windows, frames, limestone spandrels & limestone surrounds. New storefronts, windows, frames, spandrels & infill will be installed. The new "infill" will be recessed to the back of the pilasters in order to express the column depth (as expressed on the West elevation). These will be designed to be sympathetic with the design vocabulary of the period and the Headhouse.
Note: The existing limestone lintels over the 3 entry portals will remain, although alterations may be required to incorporate signage.
2. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT

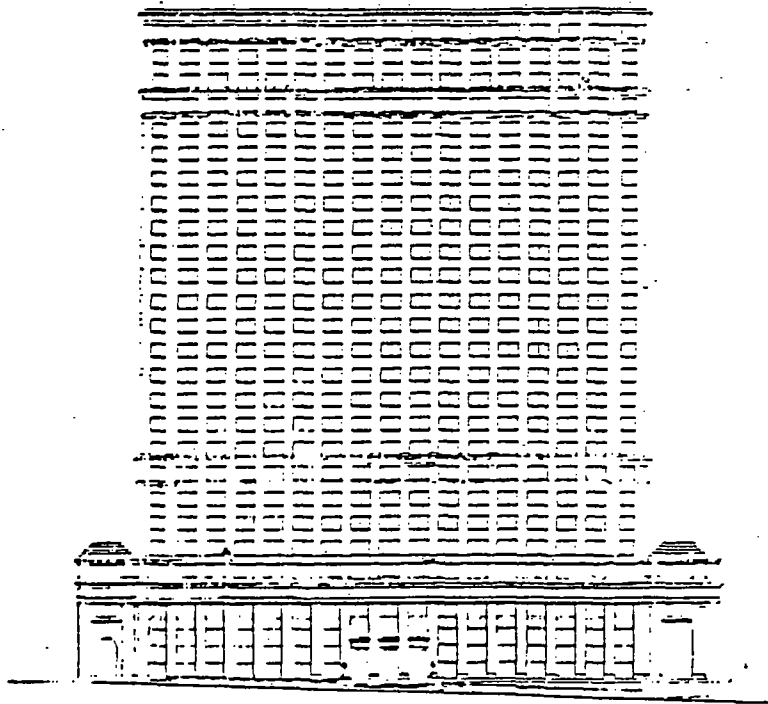
CHICAGO, ILLINOIS

Engineering & Architecture

EXHIBIT K

DRAWING K-3

Development Plan: North Elevation



Scheme 1: All existing elements remain except for:

1. All infill between existing stone pilasters will be removed including windows, frames, limestone spandrels & limestone surrounds. New storefronts, windows, frames, spandrels & infill will be installed. The new "infill" will be recessed to the back of the pilasters in order to express the column depth (as expressed on the West elevation). These will be designed to be sympathetic with the design vocabulary of the period and the Headhouse.
Note: The existing limestone lintels over the 3 entry portals will remain, although alterations may be required to incorporate signage.
2. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT

CHICAGO, ILLINOIS

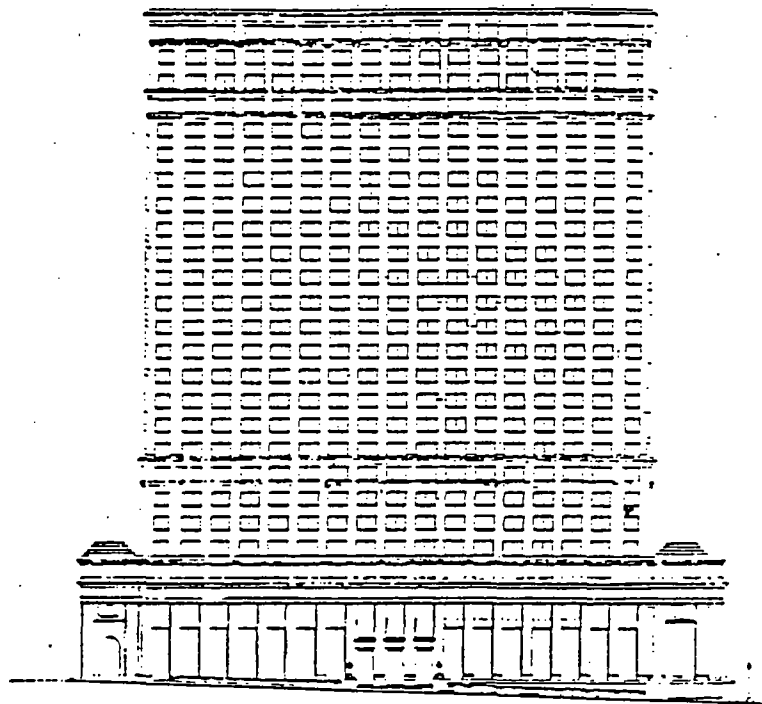
Lucien Lagrange & Associates
Architects

U.S. Equities Group

EXHIBIT K

DRAWING K-4

Development Plan: North Elevation



Scheme D: All existing elements remain except for:

1. All infill between existing stone pilasters will be removed, including windows, frames, limestone spandrels & limestone surrounds. New storefronts, windows, frames, spandrels & infill will be installed. The new "infill" will be recessed to the back of the pilasters in order to express the column depth (as expressed on the West elevation). These will be designed to be sympathetic with the design vocabulary of the period and the Headhouse.
Note: The existing limestone lintels over the 3 entry portals will remain, although alterations may be required to incorporate signage.
2. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT

CHICAGO, ILLINOIS

Lucien Lagrange & Associates

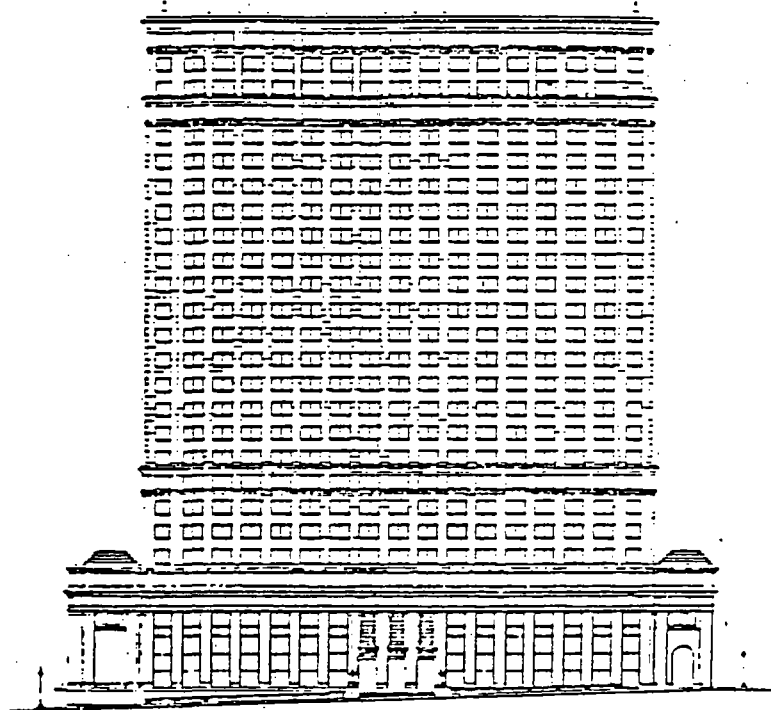
J. S. Smith, Assoc.
Chicago, Ill.

EXHIBIT L

THIS EXHIBIT CONSISTS OF
FOUR EXHIBITS, LABELLED
L1 THROUGH L4. THESE DRAWINGS
REPRESENT FOUR ALTERNATE
DEVELOPMENT SCHEMES WHICH
MAY BE FOLLOWED IN WHOLE OR
IN PART.

EXHIBIT L
DRAWING L-1

Development Plan: South Elevation



Scheme A: All existing elements will remain except for:

1. All infill between existing stone pilasters will be removed including windows, frames, limestone spandrels & limestone surrounds. New scorefronts, windows, frames, spandrels & infill will be installed. The new "infill" will be recessed to the back of the pilasters in order to express the column depth (as expressed on the West elevation). These will be designed to be sympathetic with the design vocabulary of the period and the Headhouse.
- Note: The existing limestone lintels over the 3 entry portals will remain, although alterations may be required to incorporate signage.
2. Visually deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT

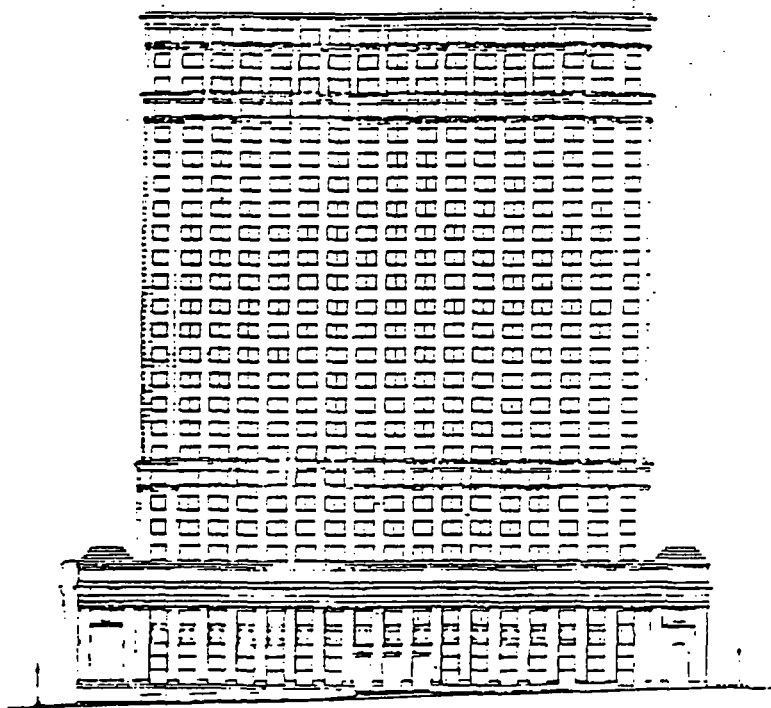
CHICAGO, ILLINOIS

Prepared by: [illegible]

Date: [illegible]

EXHIBIT L
DRAWING L-2

Development Plan: South Elevation



Scheme B: All existing elements remain except for:

1. All infill between existing stone pilasters will be removed including windows, frames, limestone spandrels & limestone surrounds. New storefronts, windows, frames, spandrels & infill will be installed. The new "infill" will be recessed to the back of the pilasters in order to express the column depth (as expressed on the West elevation). These will be designed to be sympathetic with the design vocabulary of the period and the Headhouse.
Note: The existing limestone lintels over the entry portals will remain, although alterations may be required to incorporate signage.
2. Structurally deficient materials will be replaced to duplicate the original, if available and at affordable.

UNION STATION DEVELOPMENT

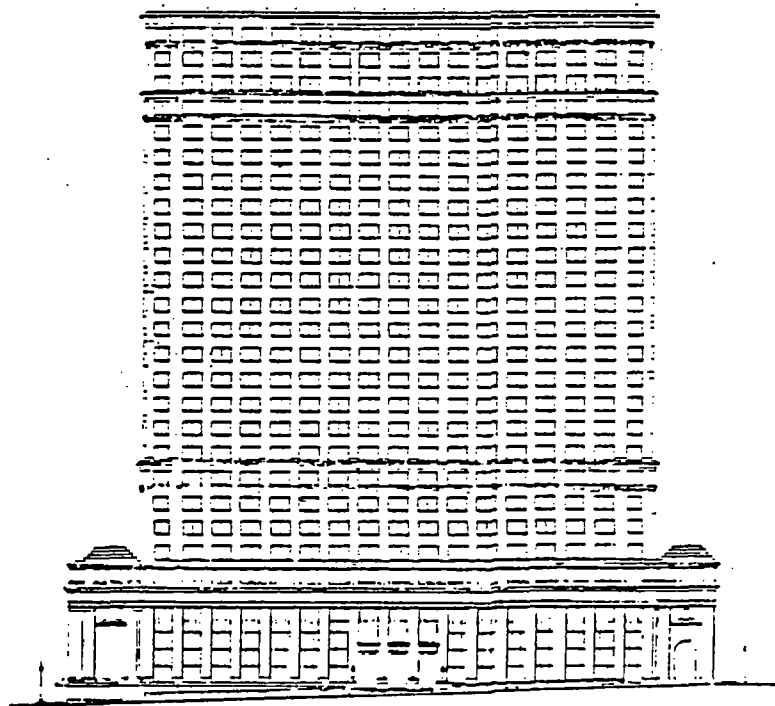
CHICAGO, ILLINOIS

Architectural & Engineering
Firm

City of Chicago
Department of Transportation

EXHIBIT L
DRAWING L-3

Development Plan: South Elevation

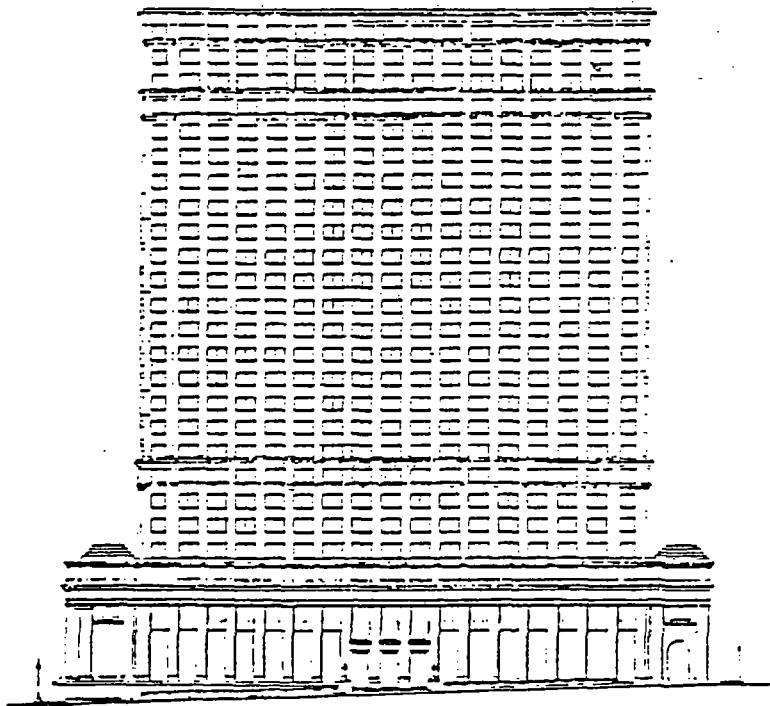


Scheme C: All existing elements remain except for:

1. All infill between existing stone pilasters will be removed including windows, frames, limestone spandrels & limestone surrounds. New storefronts, windows, frames, spandrels & infill will be installed. The new "infill" will be recessed to the back of the pilasters in order to express the column depth (as expressed on the west elevation). These will be designed to be sympathetic with the design vocabulary of the portico and the Headhouse.
Note: The existing limestone lintels over the 3 entry porticos will remain, although alterations may be required to incorporate signage.
2. Structurally deficient materials will be replaced to duplicate the original, if available and as affordable.

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

EXHIBIT L
DRAWING L-4
Development Plan: South Elevation



Scheme D: All existing elements remain except for:

1. All infill between existing stone pilasters will be removed, including windows, frames, limestone spandrels & limestone surrounds. New storefronts, windows, frames, spandrels & infill will be installed. The new "infill" will be recessed to the back of the pilasters in order to express the column depth (as expressed on the West elevation). These will be designed to be sympathetic with the design vocabulary of the period and the Headhouse.
Note: The existing limestone lintels over the 3 entry portals will remain, although alterations may be required to incorporate signage.
2. Structurally deficient materials will be repaired to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

8/28/86

UNFINISHED BUSINESS

33523

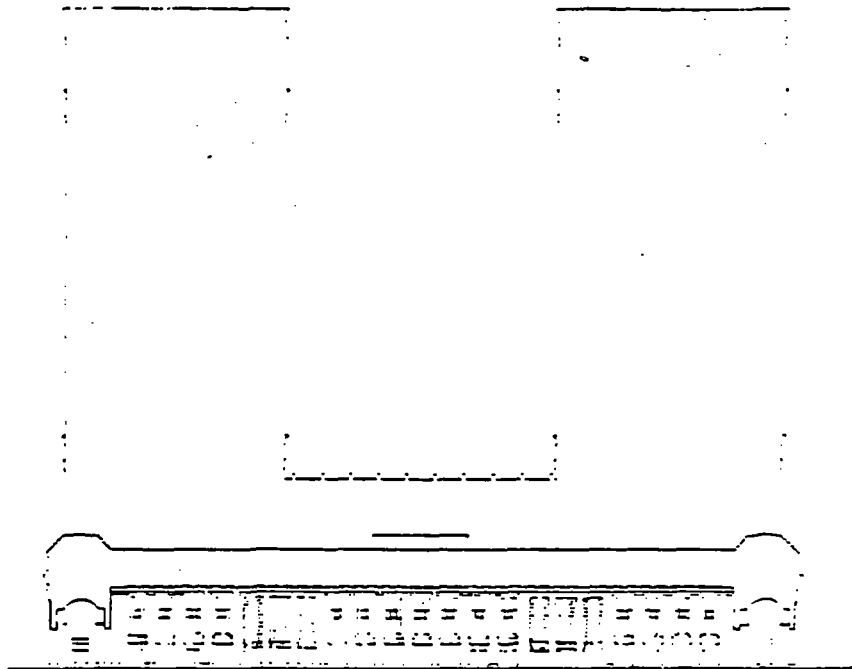
EXHIBIT M

THIS EXHIBIT CONSISTS OF
FOUR DRAWINGS, LABELLED M
M1 THROUGH M4. THESE DRAWINGS
REPRESENT FOUR ALTERNATE
DEVELOPMENT SCHEMES WHICH
MAY BE FOLLOWED IN WHOLE OR
IN PART.

EXHIBIT M

DRAWING M-1

Development Plan: Colonnade Elevation



Scheme A: All existing elements remain except for:

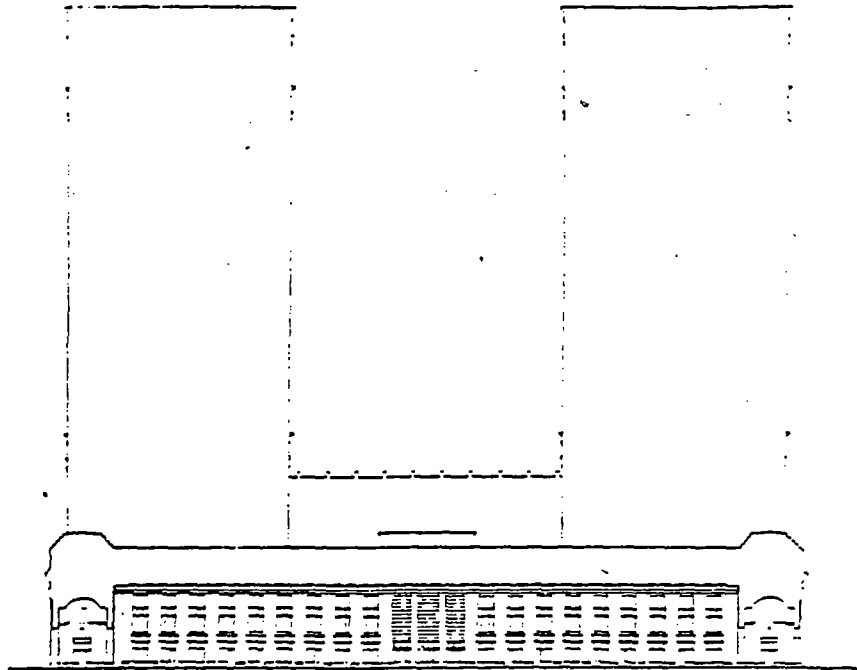
1. New doors will be added to access the new central stairs.
2. Retail entries may be relocated to suit tenant requirements.
3. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

JULY 1, 1986

J. S. F. 1986

EXHIBIT M
DRAWING M-2
Development Plan: Colonnade Elevation



Scheme B: All existing elements remain except for:

1. The two existing "main entries" will be removed and replaced with "typical" storefronts, spandrels, windows & stone pilasters to match existing as closely as possible.
2. A new centrally located "main entry" will be added. The design of the new entry will use a design vocabulary similar to the two existing entries (to be removed per item 1).
3. Retail entries may be relocated to suit tenant requirements.
4. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT

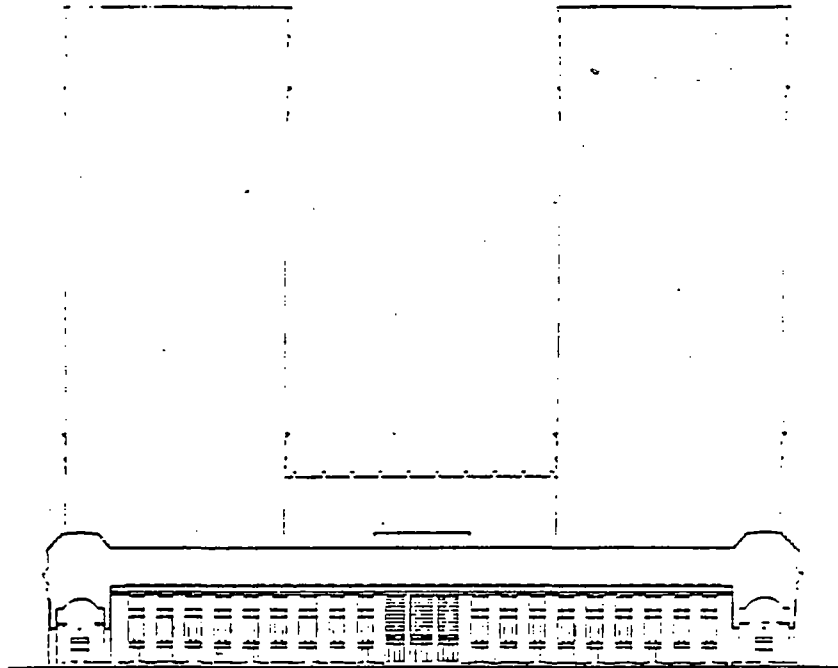
CHICAGO, ILLINOIS

DESIGNED BY: [illegible]

EXHIBIT M

DRAWING M-3

Development Plan : Colonnade Elevation



Scheme C: All existing elements remain except for:

1. The two existing "main entries" will be removed and replaced with new storefronts, spandrels, windows. (Refer to Item 1).
2. A new centrally located "main entry" will be added. The design of the new entry will use a design vocabulary similar to the two existing entries (to be removed per Item 1).
3. Existing storefronts, spandrels, windows, and limestone lintels between pilasters will be removed and replaced with new storefronts, spandrels and windows. These will be designed to be sympathetic with the design vocabulary of the period and the Headhouse and may include bay windows and entries.
4. Retail entries may be relocated to suit tenant requirements.
5. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

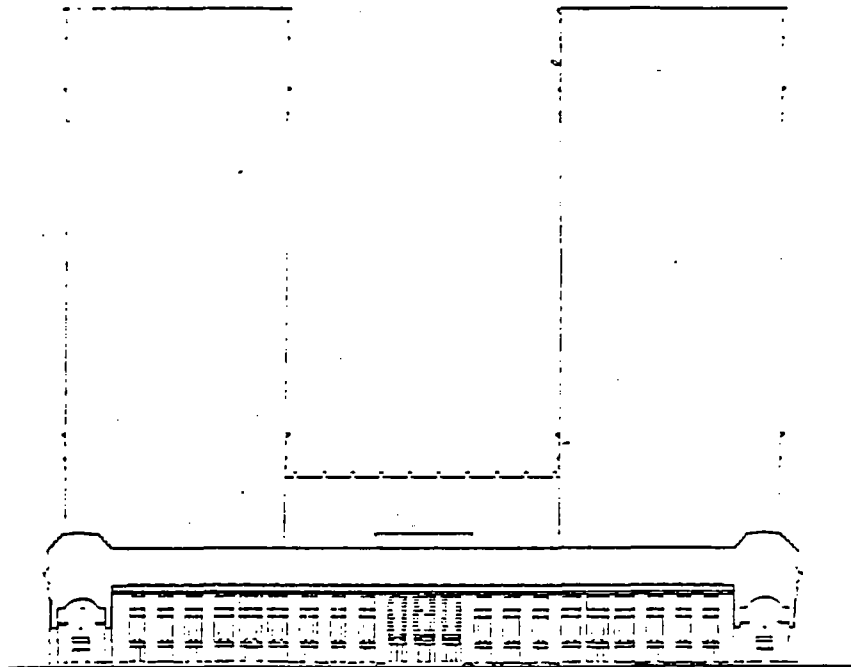
UNION STATION DEVELOPMENT

CHICAGO, ILLINOIS

Union Station Development

Union Station Development

EXHIBIT M
DRAWING M-4
Development Plan: Colonnade Elevation



Scheme D: All existing elements will remain except for:

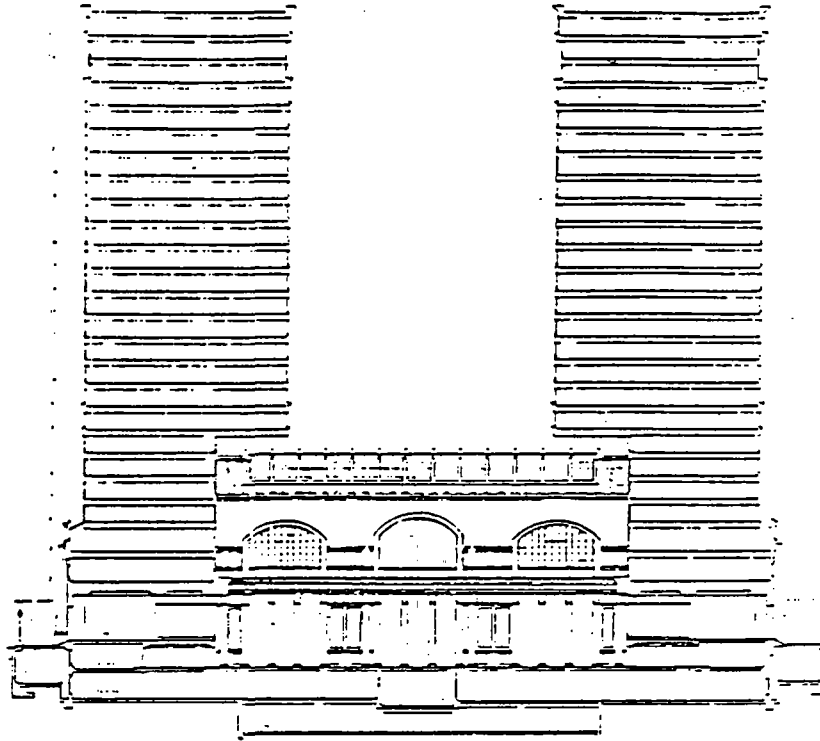
1. The two existing "Main Entries" will be removed and replaced with new storefronts, spandrels & windows. (Refer to Item 1). The existing metal pilasters will be restored or replaced as necessary.
2. A new centrally located "Main Entry" will be added. The design of the new entry will be a design vocabulary similar to the two existing entries (to be removed per Item 1).
3. Existing storefronts, spandrels, windows, and limestone lintels between pilasters will be removed and replaced with new storefronts, spandrels and windows. These will be designed to be sympathetic with the design vocabulary of the period which may include bay windows and entries.
4. Retail entries may be relocated to suit tenant requirements.
5. Structurally deficient materials will be replaced to duplicate the original, if available and/or affordable.

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

Union Station & Surroundings

EXHIBIT N

Development Plan : North/South Section



NOTE: THIS EXHIBIT ILLUSTRATES THE APPROXIMATE LOCATION AND THE
CONSIDERING OF NEW COMMERCIAL TOWERS OVER THE EXISTING
TRANSIT BUILDING ROOM.

UNION STATION DEVELOPMENT
CHICAGO, ILLINOIS

John Lagrange & Associates

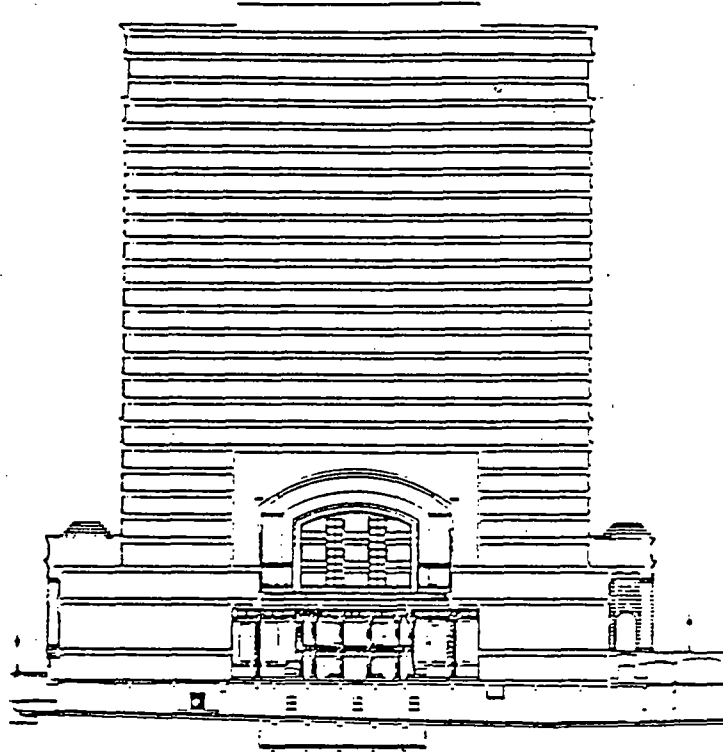
8/28/86

UNFINISHED BUSINESS

33529

EXHIBIT O

Development Plan: East/West Section



UNION STATION DEVELOPMENT

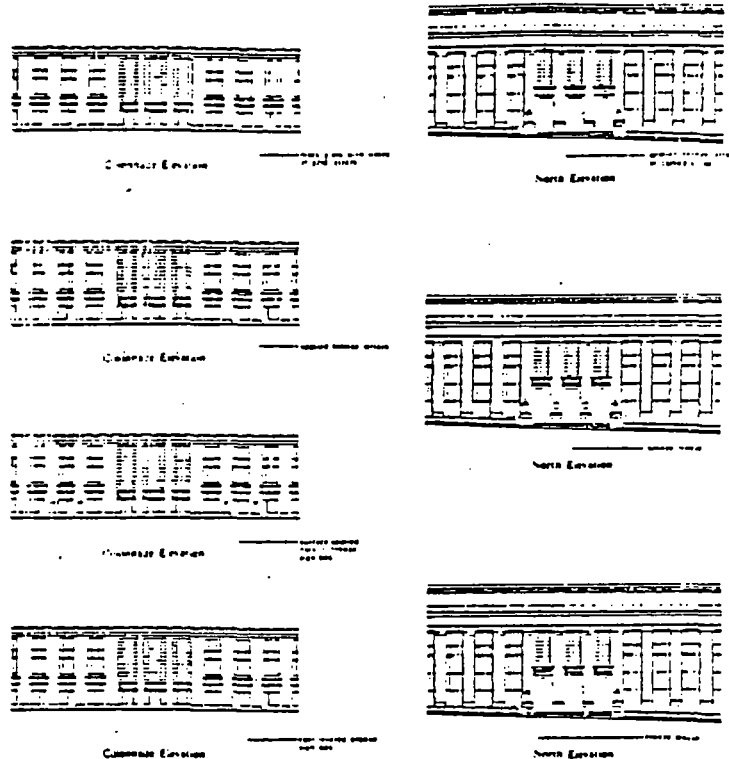
CHICAGO, ILLINOIS

Lucien Lagrange & Associates
Architects

L. S. Bouffard & Co.
Engineers

EXHIBIT P

Development Plan: Signage Concepts



Colonnade Elevation (East Elevation behind the exterior colonnades). One or a combination of the following schemes will be used:

- Scheme A: Back-painted glass transom panels with white or gold lettering
- Scheme B: Applied bronze letters or carved letters on limestone lintels above doors
- Scheme C: Surface applied, back-lit bronze box, with back-painted glass & white, gold or frosted letters
- Scheme D: Cantilevered, back-lit bronze box, with back-painted glass & white, gold or frosted letters

North & South Elevations. One or a combination of the following schemes will be used:

- Scheme A: Applied bronze letters or carved stone letters in limestone lintels above the 3 entry portals.
- Scheme B: Bronze plaques or back-lit bronze box with back-painted glass applied to the limestone columns between the entry portals.
- Scheme C: Bronze plaques applied to the granite bases supporting the light fixtures on both sides of the entry portals.

All signage will utilize lettering type styles similar to the existing (i.e. Times Roman or similar) or corporate logos and logotype (i.e. Merrill-Lynch logo).

UNION STATION DEVELOPMENT

CHICAGO, ILLINOIS

Lester Laprange & Associates
Architects

135 So. Dear St.
Chicago, Ill.

EXHIBIT C

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The Standards for Rehabilitation are as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood or environment.
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

36 CFR 67.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Alderman Pope, from Peoria, Illinois.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Evans 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 twenty- eighth (28th) day of August, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the eighth (8th) day of September, 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 Evans, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Frost was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ronald D. Picur, City Comptroller, under date of August 28, 1986, which read as follows:

Transmitted herewith twenty (20) Sealed Bids. These bids were submitted in response to advertisement for the sale of City-owned properties under the Adjacent Neighbors Land Acquisition Program, Phase V, Part II, for properties at various locations.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2296 North Clybourn Avenue, which was authorized by ordinance passed September 11, 1985, pages 19884- 19885, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 6805 South Halsted Street, which was authorized by ordinance passed June 27, 1980, page 3301, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2744 West Harrison Street, which was authorized by ordinance passed September 11, 1985, pages 19886- 19887, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2936 West Roosevelt Road, which was authorized by ordinance passed September 11, 1985, page 19888, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 544 West 37th Street, which was authorized by ordinance passed April 18, 1985, page 15161, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 441 West 43rd Street, which was authorized by ordinance passed June 26, 1985, pages 18362-18363, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 550 West 44th Street, which was authorized by ordinance passed September 11, 1985, page 19886, Council Journal.

On motion of Alderman Kellam, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

1931 South Allport Street.

Esther Fabian, 2001 South Allport Street, Chicago, Illinois 60608: Amount bid and deposit check \$300.00 (personal money order):

1508 North Campbell Avenue.

Julio Rivera, 1504 North Campbell Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (money order);

2034 West Cullerton Street.

Jorge T. Lopez, 2030 West Cullerton Street, Chicago, Illinois 60608: Amount bid and deposit check \$305.00 (personal money order);

322 South Francisco Avenue.

Walter Bishop, 320 South Francisco Avenue, Chicago, Illinois 60612: Amount bid and deposit check \$300.00 (official check);

1756 North Hermitage Avenue.

Lisa Marini and Tom Finerty, 1758 North Hermitage Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$310.00 (personal money order);

1432 South Komensky Avenue.

John E. Mays, 1434 South Komensky Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (cashier's check);

1348 North Leavitt Street.

Hallase Isby, 1350 North Leavitt Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check);

1417 North Leavitt Street.

Janet G. Sullivan, 1423/1419 North Leavitt Street, Chicago, Illinois 60622: Amount bid and deposit check \$314.17 (personal money order);

7218 South May Street.

Sybil Marie Jones, 7216 South May Street, Chicago, Illinois 60621: Amount of bid and deposit check \$300.00 (money order);

4221 West Maypole Avenue.

Louis and Ruth Carson, 4223 West Maypole Avenue, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (money order);

6208 South Normal Avenue.

Annie B. and Robert Davis, 507 West 62nd Street, Chicago, Illinois 60621: Amount bid and deposit check \$500.00 (cashier's check);

Emma Ford, 505 West 62nd Street, Chicago, Illinois 60621: Amount bid and deposit check \$451.00 (certified check);

6952 South Parnell Avenue.

Bennie Saxon, 6946 South Parnell Avenue, Chicago, Illinois 60621: Amount bid and deposit check \$325.00 (money order);

1016 North Paulina Street.

Francisco Rodriquez, 1018 North Paulina Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (personal money order);

715 South Tripp Avenue.

Emmitt and Taroniah Wooding, 713 South Tripp Avenue, Chicago, Illinois 60624: Amount bid and deposit checks \$150.00 each, totaling \$300.00 (money orders);

7127 South University Avenue.

Joe N. McNair, 7125 South University Avenue, Chicago, Illinois 60619: Amount bid and deposit check \$300.00 (certified check);

4452 South Vincennes Avenue.

Leslie J. Lee, 4445 South Vincennes Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$301.00 (money order);

1747 West Wabansia Avenue.

Richard P. Stowell, 1749 West Wabansia Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check);

6213 South Wolcott Avenue.

Barbara J. Thomas, 6215 South Wolcott Avenue, Chicago, Illinois 60636: Amount bid and deposit check \$354.00 (bank check);

215 East 119th Street.

Cleveland E. Taylor, 217 East 119th Street, Chicago, Illinois 60628: Amount bid and deposit check \$300.00 (official check);

CITY-OWNED PROPERTY.

2296 North Clybourn Avenue.

Helen Ostrowski-Rek, 5743 North St. Louis Avenue, Chicago, Illinois 60659: Amount bid \$5,150.49, deposit check \$515.00 (cashier's check);

6805 South Halsted Street.

Rudolph and Dorrie Smith, P.O. Box 87167, Chicago, Illinois 60680: Amount bid \$11,000.00, deposit check \$1,100.00 (cashier's check);

2744 West Harrison Street.

Charles J. Dessent, Sr., 2738 West Harrison Street, Chicago, Illinois 60612: Amount bid \$1,000.00, deposit check \$100.00 (cashier's check);

2936 West Roosevelt Road.

James A. and Evelyn Crawford, 1124 South Richmond Street, Chicago, Illinois 60612: Amount bid \$7,000.00, deposit check \$2,000.00 (cashier's check);

544 West 37th Street.

Benny DeCarlo, 540 West 37th Street, Chicago, Illinois 60609: Amount bid \$5,000.00, deposit check \$500.00 (registered check);

441 West 43rd Street.

John and Thomas Murrihy, c/o John T. Goldrick, Esq., 10125 South Roberts Road, Palos Hills, Illinois 60465: Amount bid \$5,500.00, deposit check \$550.00 (cashier's check);

550 West 44th Street.

James Slattery, 618 West 44th Street, Chicago, Illinois 60609: Amount bid \$1,500.00, deposit check \$1,500.00 (bank check).

8/28/86

MISCELLANEOUS BUSINESS

33537

Adjournment.

Thereupon, Alderman Smith moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, September 8, 1986, at 10:00 A.M. in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.