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COPY

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

Regular Meeting--Monday, September 8, 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent -- Alderman Vrdolyak.

Call to Order.

On Monday, September 8, 1986 at 1:14 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 41.

Quorum present.

Invocation.

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

TRIBUTE TO LATE MR. EARL BURRUS DICKERSON.

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

WHEREAS, Earl Burrus Dickerson, 95, founder of the Supreme Life Insurance Company of America and the N.A.A.C.P. Legal Defense and Education Fund, died September 1, 1986 in his Hyde Park home; and

WHEREAS, Mr. Dickerson was a tireless spokesman for racial equality with a long, diverse and successful career in the military, the legal professional, and as a Chicago alderman; and

WHEREAS, As a lawyer, he successfully argued a landmark case against restrictive real estate covenants; and

WHEREAS, Mr. Dickerson also served as a director of the South Side Bank and Trust Co., president of the Chicago Urban League and director of the national Urban League and N.A.A.C.P.; and

WHEREAS, Earl Dickerson was the former general counsel and chairman of Liberty Life Insurance Company, now known as the Supreme Life Insurance Company; and

WHEREAS, Mr. Dickerson was born in Canton, Mississippi in 1891 and migrated from his home to Chicago at the age of 15; and

WHEREAS, Mr. Dickerson graduated from the Evanston Academy in 1909 and was lauded for his outstanding academic record there; and

WHEREAS, Just three short weeks ago, Mr. Dickerson not only established an educational endowment fund, but was a principal speaker for the 75th Anniversary of Kappa Alpha Psi fraternity, of which he was a long-time member; and

WHEREAS, Earl B. Dickerson will long be remembered for his dedication to educating youth and fighting for the civil rights of all people; now, therefore,

Be It Resolved, That the Mayor and Chicago City Council, assembled here this 8th day of September, 1986, do hereby recognize Earl B. Dickerson for the numerous contributions he has given to the City of Chicago; and

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

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

On motion of Alderman Evans, seconded by Aldermen Humes, Bloom, Frost, Langford and Rush, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Rules Suspended -- TRIBUTE TO LATE
MR. MADISON L. BROWN II.

Alderman W. Davis 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, God the Almighty in His Infinite Wisdom has called to his eternal reward Madison L. Brown II, on August 22, 1986; and

WHEREAS, A lifelong resident of the City of Chicago, Madison L. Brown served this great City in various highly responsible capacities for over three decades. A graduate of Roosevelt University, he started as a precinct captain on Chicago's West Side and later served as Neighborhood Administrator for the Model Cities Program from 1968 to 1971. Eventually he was appointed as a member of the Chicago Board of Election Commissioners and later as Commissioner of the Rodent Control Bureau. At the time of his death he was First Deputy Commissioner of Chicago's Department of Streets and Sanitation; and

WHEREAS, Having served in the U. S. Navy during World War II, Madison L. Brown served his City and his Country on many levels. He was also a prominent delegate at the 1970 Illinois Constitutional Convention; and

WHEREAS, An outstanding family man, Madison L. Brown married Hilda Landing in 1947; their union brought forth three children and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 8th day of September, 1986, A. D., do hereby express our deep sorrow on the death of Madison L. Brown II as well as our most sincere words of sympathy to his widow, Hilda, his mother, Mrs. Louise Goins, and his fine family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Madison L. Brown II.

Alderman W. 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 W. Davis, seconded by Aldermen D. Davis, Smith, Henry, Frost, Evans, Hagopian and Natarus, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- MAYOR'S WITHDRAWAL AND REAPPOINTMENT OF MR. HOWARD C. MEDLEY, SR. 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 hereby withdraw the appointment of Howard C. Medley, Sr. as a member of the Chicago Transit Board for a term ending September 1, 1988 and instead reappoint Howard C. Medley, Sr. for a term ending September 1, 1993.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. CHARLES C. HEFFNER, III AND REAPPOINTMENT OF MR. LEON DESPRES AS MEMBERS 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

September 8, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Charles C. Heffner, III as a member of the Chicago Plan Commission, replacing John J. Pikarski, Jr., for the term ending January 25, 1991.

I have reappointed Leon Despres as a member and nominated him Vice Chairman for the term ending January 25, 1990.

Your favorable consideration of these appointments will be appreciated.

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

Referred -- EXECUTION OF AGREEMENT WITH GENERAL PARKING CORPORATION.

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

September 8, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance authorizing the Mayor, City Comptroller and the Purchasing Agent to execute, and the Director of Revenue to approve, subject to the review and approval as to form and legality by the Corporation Counsel, an agreement between the City of Chicago and General Parking Corporation for the management/operation by General Parking Corporation on a temporary basis, six of the City's parking facilities.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS STATE POLICE DEPARTMENT ALLOWING USE OF CITY POLICE BOAT.

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

September 8, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing and directing the Superintendent of Police, subject to the approval of the Corporation Counsel as to form and legality, to enter into an intergovernmental agreement between the City of Chicago and the Department of State

Police of the State of Illinois to allow said Department of State of Police to utilize one of the City's police boats for criminal law enforcement purposes.

Your favorable consideration of this ordinance will be appreciated.

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

APPROVAL OF 1986 TAX LEVY FOR SPECIAL SERVICE AREA NUMBER 1 (STATE STREET MALL).

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 8, 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 Public Works, I transmit herewith an ordinance providing for the approval of a tax levy on real estate and budget for the Special Service Area No. 1, for the calendar year beginning January 1, 1987. The levy will help defray the cost of operations of the State Street Mall.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance authorizing a tax levy for Special Service Area Number One for the year 1987. The motion *Prevailed.*

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed.

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on July 7, 1977 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 is within the area bounded by Wacker Drive on the north, Congress Street on the south and fronting on State Street on both east and west sides, for the purpose of furnishing special service in and for such area, such special service area being designated as "City of Chicago Special Service Area Number One" (hereinafter referred to as the "Area"), in addition to authorizing the issuance of certain bonds, authorized the levy of annual taxes on all taxable property within said Area for the payment of the cost of furnishing special maintenance services in and for said Area, provided that such special annual tax shall be limited in amount so that the total of such annual maintenance tax will not exceed the lessor of one-quarter of one percent (1/4 of 1%) of the equalized assessed valuation of taxable property within said Area or an amount equal to forty percent (40%) of the sum budgeted for expenditures for the calendar year after deducting miscellaneous income, that the ordinance creating said Area provided for the appointment of the State Street Mall 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 said Area and further to advise the Mayor and the City Council regarding the special maintenance taxes to be levied against property within said area; that the State Street Mall 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 Area 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 Area 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 said Area which 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 Area, indicated as follows:

For The Fiscal Year Beginning January 1, 1987
And Ending December 31, 1987.

Expenditures

For personal services, contractual services,
and commodities related to the operation

and maintenance of the State Street Mall	$1,485,097
Other charges and capital outlay related to the operation and maintenance of the State Street Mall	175,000
For loss of tax in the process of collection (1%)	4,047
TOTAL	$1,664,144

Sources of Funds

Tax levy	$404,674
City share of expense of maintenance and operation of the State Street Mall	1,259,470
TOTAL	$1,664,144

SECTION 3. Levy of Taxes. That 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 provisions 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 July 7, 1977, establishing the "City of Chicago Special Service Area Number One", the sum of $404,674 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 said Area.

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, no later than the third Tuesday in September, 1986, 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 said Area, 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 the lesser of one-fourth of one percent (1/4 of 1%) of the total equalized assessed valuation of all taxable property within the Area or an amount equal to forty percent (40%) of the amount herein budgeted and appropriated for expenditures for the fiscal year commencing January 1, 1987, after deducting from such appropriations all items of miscellaneous income estimated to be received during such fiscal year.

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.

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.

A communication from Richard J. Martin, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of August 29, 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 months August, 1986 (amended August 14, 1986) and September, 1986.

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

Monthly statement of operating revenue and income to Federal Energy Regulatory Commisson (F.E.R.C. Form No. E.I.A.-826), for the months June and July, 1986.

Commonwealth Edison Company's Amendment No. 2 on Form 8 dated August 1, 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 Current Report on Form 8-K for August 20, 1986, as filed with the Securities and Exchange Commission".

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 29, 1986, showing the recommendations of the Commissioner and Acting Zoning Administrator concerning map amendments for which public hearings were held August 27, 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 -- *Placed on File*.

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 date of August 29, 1986, transmitting certified copies of amounts of assessments for New Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code -- *Placed on File*.

City Council Informed As To Certain Action Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on August 28, 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 September 8, 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 August 28, 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.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in 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:

Fred Eassa -- to classify as a C2-1 General Commercial District instead of an R3 General Residence District the area shown on Map No. 10-J bounded by

the alley next north of and parallel to West 47th Street; South Harding Avenue; West 47th Street; and a line 136 feet east of and parallel to South Pulaski Road;

Patrick Heneghan -- to classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 9-P bounded by

the alley next north of and parallel to West Addison Street; a line 75 feet east of and parallel to North Pontiac Avenue; West Addison Street; and a line 50 feet east of and parallel to North Pontiac Avenue;

Marquette National Bank, U/T No. 11395 -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 12-M bounded by

West 54th Street; a line 133.13 feet east of and parallel to South Moody Avenue; South Archer Avene; a line 85.3 feet east of and parallel to South Moody Avenue (as measured along South Archer Avenue); and West 54th Street;

Wayne Mikosz -- to classify as an R5 General Residence Distict instead of an R4 General Residence District the area shown on Map No. 7-G bounded by

West Wellington Avenue; a line 100.05 feet east of and parallel to North Lakewood Avenue; the alley next south of and parallel to West Wellington Avenue; and North Lakewood Avenue;

Francis Modelski, Sr. -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 14-J bounded by

the alley next north of and parallel to West 57th Place; a line 95.76 feet east of and parallel to South Pulaski Road; West 57th Place; a line 85.77 feet east of and parallel to South Pulaski Road;

Savings of America, division of Homes Savings of America, F.A. -- to classify as a B5-1 General Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 14-J bounded

West 61st Street; the alley next east of South Pulaski Road; West 61st Place; and South Pulaski Road;

Jon E. Schultz -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 13-M bounded by

the alley next north of and parallel to West Gunnison Street; a line 158 feet long, 349 feet west of and parallel to North Central Avenue; the midpoint of West Gunnison Street; a line 164.75 feet long, 316 feet west of and parallel to North Central Avenue; a line 50 feet long, 131.75 feet south of and parallel to West Gunnison Street; a line 131.75 feet long, 366 feet west of and parallel to North Central Avenue; the midpoint of West Gunnison Street; and a line 158 feet long, 416 feet west of and parallel to North Central Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Also, claims against the City of Chicago, which were *Referred to the Committee on Claims and Liabilities*, filed by the following:

Aetna Ins. Co. and Leslie Daugherty, Allstate Ins. Co. (10) John Campbell, Lonnie Cason, Stanislawa Gorska, Joan Ortman, Edward A. Fortino, Paul and Consuelo Tolson, Archie Williams, Walter Killough, Tommaso Massa and Francisco and Josie Navarro, American Building Column Co., Amerisure Ins. Co. and Allan Hayes;

Bergstrom Peter;

Celske Cynthia, Claiborne Lushion;

Delfini Gildo W., Dicks Thomas, Dorsey Marilyn, Dundee Cement Co.;

Economy Fire and Cas. and James Rodeghier, Elkabchi Nagi, Engel Peter;

Galloway Leonard, Gardner Ruth, Griffin Sedalia, Grimaldos Betty;

Hager Cassandra Renee, Hawrysz Geri G., Hyman Stephen Mark;

Kaplan Shirley Elaine, King Snell, Kissel Franz B., Kowalewicz Roman, Krieger Richard;

Levexier Carlos, Lynn Daniel;

Mauricio Rosario, Mayflower Ins. Co. and Donald and Dolores Foertsch, McLaughlin Patrick, McPherson Rosetta, Meallet Carol Ann, Menotti Plumbing, Metzger Ljiljana, Moore Gwendolyn, Morrow William;

Parker Anne M., Paul John C., Peterson Renee, Prestige Cas. Co. and Rufus Cooper, Progressive Cas. Ins. Co. and James Darrus, Providence Washington Ins. and Hanover Development, Prudential Property and Cas. Ins. Co. and Llewellyn Loverher, Pundavela Mellow F.;

Randich Edwin, Reece Bobby Clay, Reynolds L. Robinson, Roberts Barbara, Rouba Joseph;

Schroeder Terrence A., Schulten Ted Herbert, Shields David, Spicer Mary, State Farm Ins. Co. (2) Suzanne Majke and William Kolen, Sturdivant Jesse;

Tadros Nabih S.;

United Limousine Service, Inc., United States Fidelity and Guaranty Co. and James Harrington;

Velez Victor, Venute Bob (2), V.H.M.I., Inc.;

Ware Ella, Warner Richard, Wayco Foods Corp., White Jeffery Clay, Wilkerson Willie, Wordlaw Reverend J.N. (2), Wrobel Joseph:

Zaffer Mohammad, Zegan Marie.

CERTIFICATION AS TO AMOUNT OF CITY'S CONTRIBUTION TO MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND.

Also, a communication from Thomas J. Stack, Executive Director, Municipal Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's contribution for the year 1987, which was *Referred to the Committee on Finance.*

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

Also, a communication from Richard J. Jones, Executive Director, Policemen's Annuity and Benefit Fund, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's contribution for the year 1987, which was *Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPROVAL GIVEN TO REAPPOINTMENT OF HONORABLE HAROLD WASHINGTON AS COMMISSIONER OF PUBLIC BUILDING COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication authorizing the reappointment of Harold Washington as Commissioner of the Public Building Commission for a term ending September 30, 1991, 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 the members of the committee.

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

On motion of Alderman Burke, the said proposed appointment of Honorable Harold Washington 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

APPROVAL GIVEN TO MAYOR'S APPOINTMENT OF MR. SAMUEL W. HURLEY, JR. AS COMMISSIONER OF DEPARTMENT OF SEWERS.

The Committee on Finance submitted the following report:

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication authorizing the appointment of Samuel W. Hurley, Jr. as Commissioner of the Department of Sewers, 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 the members of the committee.

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

On motion of Alderman Burke, the said proposed appointment of Mr. Samuel W. Hurley, Jr. as Commissioner of the Department of Sewers 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR 1986 LEVY OF TAXES FOR SPECIAL SERVICE AREA NUMBER TWO.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the 1986 levy of taxes in the amount of $78,556.00, for Special Service Area Number 2, Belmont- Central.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on June 30, 1982, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provisions of special services to areas within the boundaries of home rule units and non- home rule municipalities and counties" (Illinois Revised Statutes, Chapter 120, Section 1301, *et seq.*), in and for that part of the City of Chicago bounded by Henderson Street on the north; George Street on the south and fronting on Central Avenue on both east and west sides; Long Avenue on the east; Austin Avenue on the west and fronting on Belmont Avenue 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 Two"; that the ordinance creating such Special Service Area Number Two authorized the levy of annual taxes on all taxable property within said area to provide for the payment of costs of furnishing maintenance, operation and upkeep of an automobile parking facility located at 3140 North Central, provided that such special annual tax will not exceed an annual rate of one and one-half percent (1.5%) of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area Number Two provided for the appointment of the Belmont-Central Parking 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 Belmont-Central Parking 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 Two 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 Two 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 Two, 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

PAYROLL EXPENSE:	
Wages	$17,963
Payroll Taxes	2,649
Insurance	426
Total Payroll Expense	$21,038
OCCUPANCY EXPENSE	
Utilities	$11,622
Maintenance	1,600
Total Occupancy Expense	$13,222
ADMINISTRATIVE EXPENSE	
Snow Plowing	$368
Accounting and Legal	1,296
Advertising and Community Awareness	5,800
Cleaning	580
Insurance	6,984
Office Expense	106

Security Services	$22,441
Secretarial Fee	525
Supplies	915
Other Administrative	137
License Fees	1,197
Total Administrative	$36,933
Reserve - Major Maintenance	5,670
Total Operating Expense	$77,778
For loss of Tax in Collection - 1%	778
TOTAL OPERATING EXPENSE	$78,556

Source of Funds

Tax Levy	$78,556

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" (Illinois Revised Statutes, Chapter 120, Section 1301, *et seq.)*, and pursuant to the provisions of an ordinance adopted on June 30, 1982, establishing the "City of Chicago Special Service Area Number Two" the sum of $78,556 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 Two.

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 Two, 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 one-half percent (1.5%) 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.

APPROVAL GIVEN TO AMENDMENT OF 1986 ANNUAL APPROPRIATION ORDINANCE CONCERNING SALARY FOR VICE PRESIDENT OF BOARD OF LOCAL IMPROVEMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending the 1986 Annual Appropriation Ordinance by providing a salary for the Vice President of the Board of Local 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, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

The following is said ordinance as passed:

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 and figures indicated below and substituting the words and figures indicated below, as follows:

Amendment to the 1986 Appropriation Ordinance.

300 - Vehicle Tax Fund

Page	Code	Department and Item	No.	Strike Amount	No.	Insert Amount
		DEPARTMENT OF PUBLIC WORKS				
		Bureau of Engineering - General 6214 - Board of Local Improvements				
284	9630	Vice President,				

Page	Code	Department and Item	No.	Strike Amount	No.	Insert Amount
		Board of Local Improvements			1	11,316
285		Less Turnover		149,424		160,740

SECTION 2. This ordinance shall be in full force and effect ten days after its passage and publication.

AUTHORITY GRANTED FOR EXECUTION OF SECOND SUPPLEMENTAL TRUST INDENTURE FOR CONTINENTAL COMMERCIAL PARTNERS, LIMITED PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Second Supplemental Trust Indenture with respect to the industrial revenue bond issued for the Continental Commercial Partners, Ltd. project.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "Issuer") on December 23, 1985, passed an ordinance authorizing the issuance of $6,000,000 principal amount Adjustable Rate Industrial Development Revenue Bonds, Series 1985 (Continental Commercial Partners, Ltd. Project) ("Series 1985 Bonds"), and said Ordinance was approved by the Mayor on December 23, 1985 ("Initial Ordinance"); and

WHEREAS, The City Council of the Issuer on December 30, 1985, passed an amendment to the Initial Ordinance providing for the delivery of the letter of credit described in the Initial Ordinance ("Letter of Credit") after the issuance of the Series 1985 Bonds and the redemption of the Series 1985 Bonds from bond proceeds if the Letter of Credit was not issued on or before January 27, 1986, and said amendment was approved by the Mayor on December 30, 1985; and

WHEREAS, The Series 1985 Bonds were issued and delivered on December 31, 1985, pursuant to a Trust Indenture dated as of December 1, 1985 ("Original Indenture") between the Issuer and LaSalle National Bank, as trustee ("Trustee"); and

WHEREAS, The City Council of the Issuer on January 30, 1986, passed an ordinance authorizing the execution and delivery of a First Supplemental Trust Indenture dated as of January 30, 1986 ("First Supplemental Indenture"), which amended and supplemented the Original Indenture to extend the date of delivery of the Letter of Credit to February 14, 1986 (the Original Indenture, as amended and supplemented by the First Supplemental Indenture, referred to herein as the "Indenture"), and said Ordinance was approved by the Mayor on January 30, 1986; and

WHEREAS, Continental Commercial Partners, Ltd. and the Trustee have requested that the Issuer amend and supplement the Indenture in order to obtain a rating from Moody's Investors Service, by modifying certain provisions of the Indenture pursuant to a Second Supplemental Trust Indenture ("Second Supplemental Indenture"); now, therefore,

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

SECTION 1. The form, terms and provisions of the proposed Second Supplemental Indenture are hereby in all respects approved, and the Mayor or City Comptroller and City Clerk or Deputy City Clerk are hereby authorized, empowered and directed to execute and deliver the Second Supplemental Indenture in the name and on behalf of the Issuer. The Second Supplemental Indenture shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes therein from the form of the Second Supplemental Indenture now before this meeting; and from and after the execution and delivery of the Second Supplemental Indenture the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and to comply with and make effective the provisions of the Second Supplemental Indenture.

SECTION 2. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this ordinance shall take effect and be in full force immediately upon its adoption.

Second Supplemental Trust Indenture attached to this ordinance reads as follows:

This Second Supplemental Trust Indenture dated as of July 1, 1986 between the City of Chicago, Illinois, a body politic and corporate and a home rule unit of government created and existing under the Constitution and laws of the State of Illinois (the "City"), and LaSalle National Bank, a national banking association duly established and existing by virtue of the laws of the United States of America, with its principal corporate trust office, domicile and post office address at 135 South LaSalle Street, Chicago, Illinois 60603 (the "Trustee");

Witnesseth:

Whereas, the City and the Trustee have entered into a Trust Indenture dated as of December 1, 1985 relating to $6,000,000 aggregate principal amount of Adjustable Rate Industrial Development Revenue Bonds, Series 1985 (Continental Commercial Partners, Ltd. Project) of the City (the "Bonds"), which was amended pursuant to a First Supplemental Trust Indenture dated as of January 30, 1986 (such indenture, as so amended, being herein referred to as the "Indenture"); and

Whereas, it is desirable to obtain a rating on the Bonds from Moody's Investors Service and, in connection with obtaining such rating, it is necessary to modify certain provisions of the Indenture; and

Whereas, Section 901 of the Indenture provides that the City and the Trustee may from time to time, without the consent of or notice to the registered owners of the Bonds, enter into indentures supplemental to the Indenture for the purpose of modifying, amending or supplementing any of the terms or provisions contained in the Indenture in order to obtain a rating on the Bonds; provided, however, that such modification, amendment or supplement is not adverse to the rights of the owners of the Bonds; and

Now, Therefore, Know All Persons By These Presents, that the City has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Bonds, as follows:

1. Clause (iii) of the definition of "Eligible Moneys" contained in Section 101 of the Indenture is hereby modified, amended and supplemented to read in its entirety as follows:

(iii) moneys which have been on deposit with the Trustee for 367 days in a separate, segregated account during which time (A) the moneys in such account were invested in Investment Securities by the Trustee, without further direction or control by the Borrower and (B) no petition in bankruptcy was pending or filed by or against the Borrower, partners of the Borrower or the City under the United States Bankruptcy Code.

2. Section 504(B) of the Indenture is hereby modified, amended and supplemented by adding the following sentence to the end of said Section:

If the Bonds are then rated by Moody's or S. & P. and such rating will be withdrawn or lowered upon the termination of the Letter of Credit or Alternate Credit Facility then in effect, the notice of an Owner referred in this paragraph shall also contain an acknowledgement of such Owner that the rating of Moody's or S. & P. applicable to the Bonds will be withdrawn or lowered, as the case may be, upon the termination of the Letter of Credit or Alternate Credit Facility.

3. Section 704 of the Indenture is hereby modified, amended and supplemented by adding the following paragraph to the end of said Section:

(E) Notwithstanding anything else contained in this Section 704 or in Section 801(L) hereof, upon the occurrence of an Event of Default described in Section 703(H) hereof the Trustee shall (1) by Immediate Notice mailed to the City, the Owners of the Bonds Outstanding and the Bank, declare the Bonds due and payable, whereupon the

Bonds shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, (2) request payment under the Letter of Credit or Alternate Credit Facility of an amount necessary to pay the full amount of principal and interest remaining due on the Bonds, (3) without consent or indemnity of any kind, take such actions referred to in Section 704(D) hereof as are necessary for the payment of the Bonds in full and (4) on or before the 40th day after the acceleration of the Bonds hereunder, pay to the Owners of the Bonds Outstanding all principal of and accrued interest on such Bonds. In the event of the acceleration of the Bonds pursuant to this subsection, interest shall cease to accrue on the Bonds 40 days after such acceleration.

4. Section 709(C) of the Indenture is hereby modified, amended and supplemented by adding the following sentence to the end of said Section:

Notwithstanding anything else contained in this Section, in no event shall any moneys drawn under the Letter of Credit or an Alternate Credit Facility, if any, be used to pay the expenses and charges of the Trustee.

5. Section 802 of the Indenture is hereby modified, amended and supplemented by adding the following sentence to the end of said Section:

Notwithstanding anything else contained in this Section, in no event shall any moneys drawn under the Letter of Credit or an Alternate Credit Facility, if any, or any moneys held under the Indenture for Bondholders be used to pay any advances, fees, costs and expenses of the Trustee, any additional Paying Agent or any Bond Registrar.

6. Section 813(B) of the Indenture is hereby modified, amended and supplemented by adding the following sentence to the end of said Section:

Each successor Paying Agent shall be either (1) a bank or trust company or (2) an entity rated Baa3/P-3 or better by Moody's.

7. Section 1103 of the Indenture is hereby modified, amended and supplemented by adding the following sentence to the end of said Section:

None of the Bonds Outstanding hereunder may be refunded as aforesaid nor may this Indenture be discharged during the term of the Letter of Credit or any Alternate Credit Facility.

8. Section 1201 of the Indenture is hereby modified, amended and supplemented to read in its entirety as follows:

Section 1201. Remarketing Agent. Pursuant to the Remarketing Agreement, Benton & Company has been appointed to act as Remarketing Agent for the Bonds. Any additional or successor Remarketing Agent shall be either a bank having a capital and surplus of $30,000,000, or a member of the National Association of Securities Dealers, Inc., having (i) a capitalization of at least $8,000,000, or (ii) a line of credit with a commercial bank in an amount of at least $8,000,000, shall have knowledge and experience in the remarketing of securities such as the Bonds, and shall be authorized by law to perform all the duties contemplated by this Indenture to be performed by the Remarketing Agent.

9. Section 1202 of the Indenture is hereby modified, amended and supplemented to read in it entirety as follows:

Section 1202. Tender Agent. Pursuant to the Tender Agent Agreement, Citibank, N.A. has been appointed to act as Tender Agent in connection with certain tenders of the Bonds under Sections 504 and 1203 hereof. Any successor Tender Agent shall be either (i) a bank or trust company or (ii) an entity rated Baa3/P-3 or better by Moody's and shall be authorized by law to perform all the duties contemplated by this Indenture to be performed by the Tender Agent, including but not limited to:

(A) holding all Bonds delivered to it hereunder in trust for the benefit of the respective Owners who shall have delivered such Bonds until moneys representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Owners;

(B) holding all moneys delivered to it hereunder for the purchase of Bonds in trust for the benefit of the Person or entity which shall have delivered such moneys until the Bonds purchased with such moneys shall have been delivered to or for the account of such Person or entity; and

(C) keeping such books and records as shall be consistent with prudent industry practice and making such books and records available for inspection upon request by the Trustee, the Bond Registrar (if different from the Trustee), the City, the Bank, the Partnership and the Remarketing Agent at all reasonable times.

10. Section 1204(C) of the Indenture is hereby modified, amended and supplemented to read in its entirety as follows:

(C) Amounts held by the Tender Agent to pay the Purchase Price shall be held uninvested or shall be invested in United States Government Obligations having a maturity date no later than 30 days from the date of investment and which may be liquidated on no more than one (1) Business Day's prior notice. Amounts held to pay the Purchase Price for more than six (6) years shall be applied as provided under Section 1502 hereof.

11. Section 1502 of the Indenture is hereby modified, amended and supplemented to read in its entirety as follows:

Section 1502. Unclaimed Moneys. Any moneys deposited with the Trustee by the City in accordance with the terms and covenants of this Indenture, in order to redeem or pay any Bonds in accordance with the provisions of this Indenture and remaining unclaimed by the Owners of the Bonds for six (6) years after the date fixed for redemption or of maturity, as the case may be, if, to the knowledge of the Trustee, the City is not then in default with respect to any of the terms and conditions of this Indenture or contained in the Bonds, shall be paid by the Trustee to the City upon its written request therefor, and thereafter the Owners of the Bonds shall be entitled to look only to the City for payment thereof: provided that the Trustee, before being required to make any such repayment, at the expense of the City, shall mail to each Owner of Bonds at his address as shown on the registration books, by registered or certified mail, postage prepaid, notice to the effect that said moneys have not been so applied and that after the date named in said notice any unclaimed balance of said moneys then remaining shall be returned to the City. If the Borrower makes arrangements satisfactory to the Trustee to indemnify the Trustee for any costs which it may incur resulting from the unavailability of moneys due to such investment, such moneys may be invested in United States Government Obligations having a maturity date not later than 30 days from the date of investment. Investment income on any such unclaimed moneys received by the Trustee shall be deposited as provided in Section 407 hereof until the final maturity or redemption date of the Bonds. Any such income generated after such date shall be deemed to be unclaimed moneys of the type referred to in the first sentence of this Section and shall be disposed of in accordance with such sentence. The City hereby covenants and agrees to indemnify and save the Trustee harmless from any and all loss, costs, liability and expense suffered or incurred by the Trustee by reason of having returned any such moneys to the City as herein provided.

12. The Indenture is in all other respects hereby confirmed and ratified as of the date hereof.

In Witness Whereof, The City of Chicago, Illinois has caused these presents to be signed in its name and on its behalf by its ______________________ and its corporate seal to be hereunto affixed and attested by its ___________________, and to evidence its acceptance of the trusts hereby created, LaSalle National Bank has caused these presents to be signed in its name and on its behalf by ___________________________, its official seal to be hereunto affixed, and the same to be attested by its ___________________________, all as of the day and year first above written.

CITY OF CHICAGO, ILLINOIS

By: ________________________________

(Seal)

Attest:

____

LaSALLE NATIONAL BANK, as Trustee

By ________________________________

(Seal)

Attest:

____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ____________________________, a Notary Public, Do Hereby Certify that ____________________________, personally known to me to the the same person whose name is, as ________________________ of the CITY OF CHICAGO, ILLINOIS, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said City and as his own free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this _____day of July, 1986.

____
Notary Public

Commission Expires: ________________________

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ____________________________, a Notary Public, Do Hereby Certify that ____________________, personally known to me to be the same person whose name is, as ____________________ of the CITY OF CHICAGO, ILLINOIS, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said City and as his own free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this _______ day of July, 1986.

____
Notary Public

Commission Expires: ________________________

(Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ______________________________, a Notary Public, Do Hereby Certify that ________________________, and ____________________ personally known to me to be the same persons whose name are respectively, as ________________________ and of LASALLE NATIONAL BANK subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this ________ day of July, 1986.

____
Notary Public

Commission Expires: ______________________________

(Seal)

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 25, June 25, July 29 and August 28, 1986, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions cancellation of water rates 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, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

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.

Athenaeum Theatre.

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

SECTION 1. Pursuant to Chapter 104.1.2 of the Municipal Code of Chicago, the Department of Revenue is hereby directed to issue a Public Place of Amusement license, free of charge to the Athenaeum Theatre, 2936 North Southport Avenue, for the operation of its theatre, notwithstanidng ordinances of the City to the contrary for the year 1984.

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

Bethany Brethren Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Bethany Brethren Hospital, for remodeling ground floor on the premises known as 3420 West Van Buren Street.

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

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

Chicago Academy of Sciences.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Chicago Academy of Sciences, for electrical installations on the premises known as 2001 North Clark Street.

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

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

Chicago's Pan-American Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Second Annual Chicago's Pan-American Festival at Olive Park for the period of August 8 through August 10, 1986, which would be required by the Municipal Code of Chicago. (Proceeds of the profits will be donated to the Logan Square Y.M.C.A.)

Chicago Youth Centers.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Chicago Youth Centers, 3947 South Michigan Avenue, for interior alterations and repairs to existing structure on the premises known as 611 West Adams Street.

Said building shall be used exclusively for the underprivileged youth 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, East 65th Street at Lake Michigan, for electrical work 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.

LaSalle Street Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to LaSalle Street Church, for remodeling existing church structure on the premises known as 1136 North LaSalle Street.

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

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

McDermott 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 the McDermott Center, for alterations and rehabilitation of the B and C wings of the McDermott Center (transient hotel) on the premises known as 932 West Washington Boulevard.

Said building shall be used exclusively for needy transients 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.

M.E.T.R.A.

WHEREAS, M.E.T.R.A., the Commuter Rail Division of the Regional Transportation Authority, is planning to rebuild a collapsed retaining wall along the Illinois Central Gulf embankment on South Lake Park Avenue at East 56th Street; now, therefore,

Be It Ordained:

That the Commissioners of Inspectional Services, Public Works, Streets and Sanitation, Sewers and Water are directed to issue all necessary permits, free of charge, for the construction of the retaining wall.

Neighborhood Institute.

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 Neighborhood Institute, 1950 East 71st Street, for the development of a multi-family building on the premises known as 7031- 7037 South Merrill Avenue.

Said building shall be used exclusively for residency 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.

Neighborhood Institute.

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 Neighborhood Institute, 1950 East 71st Street, for the development of a multi-family building on the premises known as 7041- 7047 South Merrill Avenue.

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

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

Northeastern Illinois University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern Illinois University, 5500 North St. Louis Avenue, for maintenance and repair of existing lighting and receptacles on the premises known as 4008 West Rosemont Avenue (Day Care Center).

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

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

Northeastern Illinois University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern Illinois University, 5500 North St. Louis Avenue, for maintenance and repair of existing lighting and equipment on the premises known as 5500 North St. Louis Avenue.

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

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

Northeastern Illinois University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern Illinois University, 5500 North St. Louis Avenue, for maintenance and repair of existing lighting and equipment at the Art Center on the premises known as 5101 North Kimball Avenue.

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

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

Northwest Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwest Hospital, 5645 West Addison Street, for construction of Family Medical Center on the premises known as 6808 West Belmont Avenue.

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

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

Rest-Residents for Emergency Shelter.

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 Rest-Residents for Emergency Shelter, P.O. Box 408307 -- 784-0909, Johanna T. Sizick, Director, for Occupancy Card 5154, on the premises known as 941 West Lawrence Avenue.

Said building shall be used exclusively for elderly 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.

Uhlich Children's Home.

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 Uhlich Children's Home, 3737 North Mozart Street, for repairs to existing building on the premises known as 3730 North California Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

South Shore Community Center Day Care.

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:

South Shore Community Center Day Care,
7601 South Phillips Avenue.

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

Tiny Tots Villa, Incorporated.

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:

Tiny Tots Villa, Inc.,
8128 South King Drive.

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

V. & J. Day Care Center, Incorporated.

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:

V. & J. Day Care Center, Incorporated.,
1 East 113th Street.

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

Clarence Darrow Day Care Center.
(Hull House Association.)

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:

Clarence Darrow Day Care Center,
(Hull House Association),
4340 South Lamon Avenue.

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

Lithuanian Montessori School.

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:

Lithuanian Montessori School,
2743 West 69th Street.

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

Noahs Ark Pre-School.

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:

Noahs Ark Pre-School,
3101 North Parkside Avenue.

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

CANCELLATION OF EXISTING WATER RATES.

Associated Talmud Torahs of Chicago
(Chicago Board of Education).

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 Associated Talmud Torahs of Chicago (Chicago Board of Education), 3025 West Devon Avenue.

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

Lakeview O.T.D. Pentacostal 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 Lakeview O.T.D. Pentacostal Church, 1710 West Cornelia Avenue.

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

Polish American Congress.

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 and Sewers is hereby authorized and directed to cancel water assessments charged to the Polish American Congress, 5844-5848 North Milwaukee Avenue, as follows:

Account No.	Period	Amount
0076-76-1500-3	05/12/86 to 07/30/86	$568.54
0076-76-1530-3	05/12/86 to 07/30/86	192.43

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

REFUND OF VARIOUS FEES.

Chicago Youth Centers.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $578.00 to the Chicago Youth Centers, 3947 South Michigan Avenue, representing payment of fee for Building Permit No. B-669878, for interior alterations and repairs to existing structure at 611 West Adams Street.

Estate of Balbino Aseves.

Ordered, That the City Comptroller is hereby authorized and directed to refund payment for installation of "Handicapped Sign" in front of 8732 South Buffalo Avenue, due to death of Balbino Aseves, (in the amount of $60.00).

Evangel Assembly of God.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $75.00 to the Evangel Assembly of God, 5100 West Diversey Avenue, representing payment of fee for the Lambs of the Fold Preschool and Day Care Center, 5110 West Diversey Avenue, for the period of May 1, 1986 thru April 30, 1987.

McDermott Foundation.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $14,637.25 to the McDermott Foundation, 120 West Huron Street, representing payment of fee for permit No. B-669097 for alterations and rehabilitation of B & C wings of the McDermott Center located at 932 West Washington Boulevard.

Northwest Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to refund $1,989.75 to the Northwest Hospital, 5645 West Addison Street, for Building Permit B-665218 fee to rehabilitate existing structure at 6808 West Belmont Avenue to a medical center.

Uhlich Children's Home.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $154.25 to the Uhlich Children's Home, 3737 North Mozart Street, representing payment of fee for permit number B-670035 for repairs to existing building at 3730 North California Avenue.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred on August 28, 1986, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted report's 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 certian charitable, educational and religious institutions, as follows:

Name and Address	Warrant Number and Type of Inspection	Amount
Bethany Lutheran Church 9400 South Bell Avenue	P1-411827 (Fuel Burn. Equip.)	$87.00
Children's Memorial Hospital (sundry locations)	B1-60673	115.00
	B1-608125	23.00
	B1-608650 (Bldg.)	23.00
Chicago Service Work and Rehabilitation Center (sundry locations)	B1-603345	34.50
	B1-603347	34.50
	B1-603348 (Bldg.)	34.50
Grant Hospital 551 West Webster Avenue	B1-608047 (Bldg.)	80.00
	F5-600552 (Maint.)	100.00
Home for the Jewish Blind 3525 West Foster Avenue	P1-602428 (Fuel Burn. Equip.)	174.00
Medinah Temple 600 North Wabash Avenue	D4-694318 (Sign)	275.00
Norwegian Lutheran Bethesda Home, 2833 North Nordica Avenue	P1-601228 (Fuel Burn. Equip.)	209.00
Saint Joseph Home of Chicago, Incorporated, 2650 North Ridgeway Avenue	No. 1-Eclipse-Fire Tube Boiler-(intr. Insp.)	30.00
Saint Mary of Nazareth Hospital Center, 2233 West Division Street	Int. Insp. of Boiler	30.00
Saint Philomena Church 1921 North Kedvale Avenue	B1-607483 (Bldg.)	34.50

Name and Address	Warrant Number and Type of Inspection	Amount
Society of Danube-Swabian 4217 North Lincoln Avenue	B3-601440 (Pub. Place of Assm.)	34.00

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY AND/OR STREET LIGHTS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass seven proposed orders transmitted therewith, for the installation of alley and/or street lights at specified locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed 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.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of street lights on South Sayre Avenue between West 62nd Place and West 63rd Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of street lights on West Scott Street between North Larrabee Avenue and West Division Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 6323 West Touhy Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of alley lights at the entrances to the north-south alleys bounded by West 59th Street and the first east-west alley at the railroad tracks between --

South Narragansett Avenue and South Nagle Avenue;

South Nagle Avenue and South Natchez Avenue;

South Natchez Avenue and South Neenah Avenue;

South Neenah Avenue and South Nashville Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light in the vicinity of 815 and 821 East 106th Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 122 East 114th Place.

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

The Committee on Finance submitted a report recommending that the City Council *Place on File* an application for City of Chicago charitable solicitation (tag day) permit for:

Children's Benefit League, April 24, 1987 (City-wide).

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

Action Deferred -- MUNICIPAL CODE OF CHICAGO AMENDED BY ADDING NEW CHAPTER 200.10 ENTITLED "THE AIRCRAFT FUEL TAX".

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

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance amending the Municipal Code of Chicago, Chapter 200.10 by imposing a Chicago Aircraft Fuel Tax upon the purchase and use of fuel in the City of Chicago at the rate of $.05 per gallon, 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 the members of the committee.

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

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

WHEREAS, The City Council of the City of Chicago has determined that new revenue sources must be found to pay for vital City services that will ease the burden of property taxes borne by property owners; and

WHEREAS, Other cities around the nation, such as Boston, Dallas and Los Angeles, and the State of Florida, have imposed a tax on the sale of aircraft fuel; and

WHEREAS, Approximately 910 million gallons of aircraft fuel are used in the City of Chicago per year; and

WHEREAS, Imposing a tax per gallon on aircraft fuel shall raise much needed revenue for the operations of the City of Chicago; now, therefore,

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by adding a new Chapter 200.10 in italics, entitled "The Aircraft Fuel Tax" as follows:

200.10-1. This Chapter shall be known and may be cited as the Chicago Aircraft Fuel Tax. The tax herein imposed is in addition to all other taxes imposed by the City of

Chicago, the State of Illinois, or any other municipal corporation or political subdivision thereof.

200.10-2. For the purpose of this Chapter, when any of the following words or terms are used herein, they shall have the meaning or construction ascribed to them in this Section.

Aircraft -- any machine or device, including airplanes and helicopters capable of atmospheric flight.

Aircraft Fuel -- all combustible gases and liquids used or sold for use in propelling turbine-propeller jet, turbo jet and jet-driven aircraft and jet aircraft engines.

Purchaser -- shall include, but not limited to, in addition to its usual meaning, a person who transfers aircraft fuel into an aircraft or into a receptacle from which aircraft fuel is supplied by him to his own or other aircraft.

Use -- shall mean and include in addition to its usual meaning, the receipt of aircraft fuel by any person into a fuel supply tank of an aircraft or into a receptacle from which aircraft fuel is supplied by any person to his own or other aircraft, and all uses shall be deemed to occur at the place in the City where the fuel is transferred into the aircraft by which it is to be used.

Distributor -- shall mean any person who either sells, produces, refines, blends, compounds or manufactures aircraft fuel in this City; or receives aircraft fuel in this City on which this tax has not been paid, or in any way sells aircraft fuel for purpose of use in the City. However, any person who transports aircraft fuel into the City for his own use and consumption, and not for sale or resale, shall not be deemed a distributor.

200.10-3. Every purchaser of aircraft fuel in the City of Chicago shall be liable for a tax on the purchase at a rate of five cents ($.05) per gallon. Every user of aircraft fuel purchased outside the City shall be liable for a tax on the privilege of using aircraft fuel in the City of Chicago at a rate of five cents ($.05) per gallon.

The tax imposed hereunder and the obligation to pay the same is upon the purchaser or user of aircraft fuel. Nothing in this Chapter shall be construed to impose a tax upon the occupation of distributing or selling aircraft fuel.

The tax imposed hereunder shall be collected by distributors of aircraft fuel and paid to the City of Chicago, Department of Revenue, on a monthly basis.

The City of Chicago, Department of Revenue, shall have the authority to promulgate the necessary rules and regulations to implement the tax imposed hereunder.

SECTION 2. All revenues received by the City pursuant to the tax imposed hereunder shall be revenues of the Corporate Fund.

SECTION 3. Notwithstanding anything to the contrary, the provisions of the ordinance shall be governed by the Uniform Revenue and Procedure Section of the Municipal Code.

SECTION 4. This ordinance shall be effective ten (10) days after its passage and publication.

Action Deferred -- APPROVAL FOR AMENDMENTS TO 1986 ANNUAL APPROPRIATION ORDINANCE.

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

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance providing for amendments to the 1986 Annual Appropriation Ordinance, 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 18 members of the committee with 6 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
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 and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has previously adopted an Annual Appropriation Ordinance for the Year 1986, such Ordinance has been previously amended and it is now necessary to make further amendments and revisions to that Ordinance; and

WHEREAS, Expeditious consideration of this matter is necessary and desirable and in the public interest, 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 previously amended, is hereby further amended, and an appropriation is hereby made from the Corporate Fund for the Year 1986 as follows:

Corrections and Revisions of 1986 Budget Recommendations

100 -- Corporate Fund

Page 1

Page	Code	Department and Item	No.	Strike Amount	Insert No. Amount
7		Surplus (net current assets) at January 1, 1986		17,500,000	0
		Revenue of Year 1986 Appropriable		1,288,472,551	1,261,128,145
		Tax Levy of Year 1986		82,525,842	82,525,842
		Other Revenue		1,205,946,709	1,188,602,303
		Total Appropriable for Charges and Expenditures (exclusive of liablities at January 1, 1986)		1,305,972,551	1,271,128,145
		ESTIMATES OF CORPORATE REVENUE FOR 1986 OTHER THAN FROM PROPERTY TAX			
		Municipal Public Utilities Tax		198,925,000	191,400,000
		Municipal Retailers Occupation Tax		127,512,000	127,000,000
		Chicago Sales Tax		117,849,776	111,050,000
		Compensation Public Utilities		97,080,000	94,292,000
		State Income Tax		70,245,000	71,445,000
		Municipal Cigarette Tax		38,000,000	36,600,000
		Employers Expense Tax		28,000,000	31,565,000
		Amusement Tax		5,750,000	5,200,000
		Foreign Fire Insurance Tax		1,425,000	1,390,000
		Leaded Gas Tax		500,000	51,000
		Motor Vehicle Lessor Tax		2,130,000	1,900,000
		Commercial Lease Tax		78,000,000	0
		Chicago Liquor Tax			
		Aviation Fuel Tax			10,000,000
		LICENSES AND PERMITS			3,400,000
		License Miscellaneous		7,924,000	7,815,000
		Department of Inspectional Services Building and Electrical Permits		4,497,000	4,606,000
		Clerk of the Circuit Court: Fines and Forfeits		38,500,000	30,500,000
		Charges for Current Services Department of Fire Ambulance Fee		7,500,000	4,500,000

Corrections and Revisions of 1986 Budget Recommendations

100 - Corporate Fund

Page	Code	Department and Item	Strike No. Amount	Insert No. Amount
8		Municipal Utilities and Other Enterprises Department of Streets and Sanitation Bureau		
		of Parking	12,000,000	10,000,000
		Department of Public Works Leases and Rents - City Real Estate	83,000	50,000
		OTHER REVENUE		
		State and Local Fiscal Assistance Act of 1972 as Amended	45,720,999	45,300,000
		State Personal Property Tax Replacement Revenue	19,000,000	19,300,000
		1986 Daily Tender Notes	0	75,932,370
		Total Other Revenue Corporate Fund	1,205,946,709	1,188,602,303
		FINANCE GENERAL		
234	9112-841	Implementation of the Lease Tax	650,000	
	9112-811	Implementation of the Parking Enforcement Program		2,500,000
	9112-842	Implementation of the Board of Ethics		150,000
	9112-843	Reserve for abatement of Property Tax due to collections of Aviation Fuel Tax		10,000,000
236		Organizational Total	187,097,890	

*Organizational Total	19,097,890
Less Corporate Fund Savings	46,844,406
Organizational Total	152,253,484

512 NOTE REDEMPTION AND INTEREST FUND -- SERIES OF 1986 D DAILY TENDER NOTES -- Amounts to be levied in 1986 for payment of notes:

9112.961	For payment of notes	75,932,370
9112.960	For loss in collection of taxes	3,996,441
	Total from Note Redemption and Interest Fund Series of 1986 D Daily Tender Notes	79,928,811

SECTION 2. $79,928,811 of the proceeds of the City's General Obligation Tender Notes, Series D, are hereby appropriated for the following purposes and the Ordinance authorizing the Tender Notes is hereby amended to this effect:

Corporate Fund -- 100

Code	Department and Items	Previous Amount Appropriated	Supplemental Amount Appropriated	Proceeds of the 1986 D Tender Notes
	DEPARTMENT OF POLICE			
4110.000	For personal services	$470,576,763	-0-	$75,932,370
NOTE REDEMPTION AND INTEREST FUND - SERIES 1986 D DAILY TENDER NOTES - 512				
9114.960	For loss in collection of taxes	0	3,996,441	3,996,441

SECTION 3. This ordinance shall take effect ten days after passage and publication.

Action Deferred -- AUTHORIZATION FOR 1986 SUPPLEMENTAL LEVY OF PROPERTY TAXES.

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

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing a supplemental levy of property taxes for the year 1986 in the amount of $79,928,811, 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 18 members of the committee with 6 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
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 and as such may exercise any power and perform any function pertaining to its government and affairs, including the power to tax; and

WHEREAS, On February 4, 1986, and on April 9, 1986, the City of Chicago passed ordinances levying taxes for the year 1986; and

WHEREAS, It is necessary that certain supplemental amounts be levied in order to fund various appropriations made by the Corporate Authorities; and

WHEREAS, Expeditious consideration of this matter is necessary and desirable and in the public interest; now, therefore,

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

SECTION 1. That the sum of Seventy-nine Million, Nine Hundred Twenty- eight Thousand, Eight Hundred and Eleven Dollars ($79,928,811), ascertained by the City Council as the total amount of supplemental appropriations heretofore legally made for the enumerated corporate purposes to be provided for by this supplemental tax levy to the 1986 tax levy, is hereby levied for the year 1986 upon all property within the City of Chicago subject to taxation. Said supplemental tax levy shall be in addition to the Three Hundred Sixty-eight Million, Five Hundred Eighty-six Thousand, Eight Hundred and Thirty-seven Dollars ($368,586,837) levied for all corporate purposes for the year 1986 by ordinance passed February 4, 1986, and in addition to the Forty-five Million, Four Hundred Ten Thousand, Two Hundred and Thirty-nine Dollars ($45,410,239) levied for corporate purposes on April 9, 1986. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are specified in detail in the manner authorized for the supplemental appropriation ordinance for the year 1986 which is annexed to and made part of this ordinance. The amounts of the supplemental appropriations and the supplemental amounts levied for each of said purposes respectively, are set forth below in separate columns.

Code		Amount Appropriated	Amount Levied
	Note Redemption and Interest Fund - Series of 1986 D Daily Tender Notes - 512 Amounts to be levied in 1986 for payment of notes:		
9112.961	For payment of notes	$75,932,370	$75,932,370
9114.960	For loss in collection of taxes	3,996,441	3,996,441
	Total from Note Redemption and Interest Fund - Series of 1986 D Daily Tender Notes . . .	$79,928,811	$79,928,811

SECTION 2. The City Clerk is directed to file certified copies of this supplemental tax levy ordinance and annexed supplemental appropriation ordinance for the year 1986 with the County Clerk of DuPage County and the County Clerk of Cook County.

SECTION 3. This ordinance shall be effective ten days after passage and due publication.

Certification of Compliance With the Truth in Taxation Act

I, Harold Washington, Mayor of the City of Chicago, Cook County, Illinois, as presiding officer of the City of Chicago, do hereby certify that the total 1986 tax levy of the City of Chicago, including the supplemental levies adopted on April 9, 1986 and August 28, 1986 which are attached thereto, was adopted in full compliance with the provisions of Section 4 through 7 of the Illinois "Truth in Taxation Act."

In Witness Whereof, I have placed my official signature this _____ day of ___________, 1986.

HARODL WASHINGTON
Mayor of the City of Chicago

Action Deferred -- APPROVAL FOR ABATEMENT OF PROPERTY TAXES FOR 1986.

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

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the abatement of property taxes for the year 1986 by the amount of revenue collected from the Chicago Aircraft Fuel Tax for the year 1986, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by the members of the committee.

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

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

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

SECTION 1. That the amount of taxes levied against all taxable real property in the City of Chicago for the year 1986 shall be abated to the extent of collections for 1986 of the Chicago Aviation Fuel Tax imposed under Chapter 200. -- of the Municipal Code of Chicago.

SECTION 2. No later than March 1, 1987, the City Comptroller shall report to the City Council the total collections in 1986 of the Chicago Aviation Fuel Tax. The City Council shall then certify the amount of such total collections to the County Clerk of Cook County and the County Clerk of Du Page County as the amount of 1986 property taxes to be abated pursuant to this ordinance.

SECTION 3. The City Clerk shall cause certified copies of this ordinance to be delivered to the County Clerk of Cook County and the County Clerk of Du Page County.

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

COMMITTEE ON ADMINISTRATION, REORGANIZATION, PERSONNEL AND EMPLOYMENT.

Withdrawn -- RESOLUTION URGING DEPARTMENT OF PERSONNEL TO ESTABLISH MATERNITY LEAVE POLICY FOR CITY EMPLOYEES.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration a resolution introduced by Alderman Niles Sherman (which was referred on February 4, 1986) urging the Personnel Department to act toward maternity leave policy for City employees, begs leave to recommend that Your Honorable Body *Withdraw* the said resolution which is transmitted herewith at the request of Alderman Sherman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* and said resolution was *Withdrawn* from the Committee on Administration, Reorganization, Personnel and Employment.

COMMITTEE ON BUILDINGS.

AUTHORITY GRANTED FOR AMENDMENTS TO MUNICIPAL CODE CHAPTERS 64 AND 91 REGARDING REQUIREMENTS OF STANDARD FIRE ALARM SYSTEMS AND CHAPTERS 52 AND 78 REGARDING TYPES OF SMOKE DETECTORS.

The Committee on Buildings submitted the following report.

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration two proposed ordinances (which were referred on August 15, 1985) to amend Chapters 64-10 and 78-19 of the Municipal Code of Chicago regarding standard fire alarm systems meeting the requirements of Chapter 91, which revises Chapters 64 and 91 where required and revises Chapters 52 and 78 regarding the types of detectors, begs leave to recommend that Your Honorable Body *Pass* the said proposed substitute ordinances which are transmitted herewith.

This recommendation was concurred in by the members of the committee with no dissenting votes.

Respectfully submittted,
(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the said proposed substitute 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following are said substitute ordinances as passed (the italic heading in each case not being a part of the ordinance):

Chapter 64 and Chapter 91 Concerning Fire Alarm Systems.

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

SECTION 1. Chapter 64 of the Municipal Code be and hereby is amended by deleting the language contained in brackets and adding the language in italics as follows:

64-10. [A standard fire alarm system meeting the requirements of Chapter 91 shall be provided in the following occupancies:] *An approved fire alarm shall be provided as follows:*

(a) *A standard fire alarm meeting the requirements of Chapter 91 of this code shall be provided in the following occupancies:*

(1) Institutional: *Buildings* 2 stories or less in height with a floor area *which does* not [to] exceed 8,000 square feet *shall be equipped with a* [-] Class I system. [Over] *Buildings over* 2 stories in heights or with a floor area exceeding 8,000 square feet *shall be equipped with a* [-] Class II system.

(2) [In every] Type I [,] or Type II schools : *Buildings* over one story in height *shall be equipped with a [-]* Class I *system.*

[Hotels: 4 stories or less in height or sleeping accommodations for 100 or less persons except when 25 or less people sleep above the second floor except in buildings of Types I-A, I-B or I-C construction -- Class I.]

[Over 4 stories in height or sleeping accommodations for over 100 persons- Class II system.]

(3) *Type III schools: Class I system.*

(4) *Hotels: Buildings of Types II, III or IV construction 80 feet or less in height shall be equipped with a Class I system except where 25 or fewer persons sleep above the second floor.*

(5) Dormitories: *Buildings* 2 stories or more in height, except *those where* [when] 25 or [less] *fewer* [people] *persons* sleep above the second floor, *shall be equipped with a* [-] Class [II] *I system.*

[Type III schools]

(6) Intermediate care facilities for the developmentally disabled - 15 or [less] *fewer persons,* [;] same as Institutional uses.

(b) *Hotels: Buildings of Type I construction over 4 stories but not over 80 feet in height shall be equipped with an approved fire alarm system including smoke detectors, heat detectors and waterflow alarm devices installed in accordance with NFPA 72A-1985 and annunciated visually and audibly for each individual floor at a fire panel located near a main entrance to the building. A one way voice communication system controlled from the fire panel location and meeting the requirements of Section 62.1-5. (b) of this code shall be provided. Use of the one way voice communication system in a fire emergency by other than Department of Fire personnel shall be prohibited.*

(1) *The fire alarm system shall be zoned horizontally based on the system design, but in no case shall there be less than one zone per floor.*

(2) *The fire alarm system shall be monitored by an Underwriters Laboratories Inc. listed Central Station service or shall be a Proprietary Protective Signalling System installed in accordance with National Fire Protection Association Standard NFPA 72D - 1986.*

(3) *A fire panel consisting of fire alarm controls, annunciator panel, and one way voice communications system controls shall be provided in a location approved by the Bureau of Fire Prevention.*

(4) *Plans for all systems to be installed shall be submitted to the Bureau of Fire Prevention for approval and systems used shall meet the approval of the Fire Prevention Bureau.*

Revise Section 64-13.(c) as follows:

(c) In every storeroom, maintenance shop, *fan room, mechanical equipment room, laundry,* linen room, janitor closet, *kitchen* and storage area [in an institutional building].

Amend Chapter 64 by adding a new Section 64-13.(f).

(f) *In hotel buildings over 4 stories not equipped with an approved system of automatic sprinklers, electrical equipment rooms, guest room corridors and elevator lobbies shall be equipped with automatic smoke detectors installed in accordance with NFPA 72E - 1984.*

Revise Section 64-14. as follows:

64-14. No automatic [fire] *heat* detector shall be required in any room or portion of a building which is equipped with an approved installation of automatic sprinklers and provided with a water flow alarm which is connected to the fire *alarm* system. Provided, however, that the foregoing exception shall not apply to any intermediate care facility for the developmentally disabled -- 15 or [less] *fewer persons.*

SECTION 2. Chapter 91 of the Municipal Code be and hereby is amended by deleting the language contained in brackets and adding the language in italics as follows:

91-108. Alarm sounding devices shall be provided of such type and shall be so distributed that they can be heard clearly throughout the building except on systems serving only a Type III school in a building not otherwise requiring a system in which case they may be located only in the spaces occupied by the Type III school. At least one such sounding device shall be installed on each floor and in the basement. Alarm sounding devices shall consist of approved bells, gongs, whistles, horns or chimes.

When pre-signal alarm sounding devices are installed in patient areas of hospitals and nursing homes, they shall be of such a type so as to be unidentifiable to patients as a [firm] *fire* alarm. The lowest part of all alarm sounding devices, except trouble bell, shall be located at least eight feet above the floor.

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

Chapter 78 Concerning Fire Alarm Systems.

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

SECTION 1. Chapter 78 of the Municipal Code be and hereby is amended by deleting the language contained in brackets and adding the language in italics as follows:

78-19. [Standard fire alarm system meeting the requirements of Chapter 91 shall be provided in the following occupancies:] *An approved fire alarm system shall be provided as required in this section.*

(a) *A standard fire alarm system meeting the requirements of Chapter 91 of this code shall be provided in the following occupancies:*

[(a)] *(1)* Institutional: *Buildings* 2 stories or less in height with a floor area *which does* not [to] exceed 8,000 square feet *shall be equipped with a* [-]

Class I system._ *Buildings over 2 stories in height or with a floor area exceeding 8,000 square feet shall be equipped with a Class II system.*

[(b)] Over 2 stories in height or with a floor area exceeding 8,000 square feet -- Class II system.]

[(c)] *(2)* [In every] Type I [,] or Type II schools*: Buildings* over one story in height *shall be equipped with a [-]* Class I *system.*

[(d) Hotels: 4 stories or less in height or sleeping accommodations for 100 or less persons except when 25 or less people sleep above the second floor except in buildings of Types I-A, I-B or I-C construction-Class I system.]

[(e) Over 4 stories in height or sleeping accommodations for over 100 persons -- Class II system.]

(3) Type III schools: Class I system.

(4) Hotels: Buildings of Types II, III or IV construction 80 feet or less in height shall be equipped with a Class I system except where 25 or fewer persons sleep above the second floor.

[(f)] *(5)* Dormitories: *Buildings* 2 stories or more in height , except *those where* [when] 25 or [less] *fewer* [people] *persons* sleep above the second floor, *shall be equipped with a* [-] Class [II] *I system.* [Type III schools -- Class II system.]

(6) Intermediate care facilities for the developmentally disabled -- 15 or [less] *fewer persons* , [;] same as Institutional uses.

(b) Hotels: Buildings of Type I construction over 4 stories but not over 80 feet in height shall be equipped with an approved fire alarm system including smoke detectors, heat detectors and water flow alarm devices installed in accordance with NFPA 72A-1985 and annunciated visually and audibly for each individual floor at a fire panel located near a main entrance to the building. A one-way voice communication system controlled from the fire panel location and meeting the requirements of Section 78-19.1(e)(2) of this code shall be provided. Use of the one way voice communication system in a fire emergency by other than Department of Fire personnel shall be prohibited.

(1) The fire alarm system shall be zoned horizontally based on the system design, but in no case shall there be less than one zone per floor.

(2) The fire alarm system shall be monitored by an Underwriters Laboratories Inc. listed Central Station service or shall be a Proprietary Protective Signalling System installed in accordance with National Fire Protection Association Standard NFPA 72D - 1986.

(3) *A fire panel consisting of fire alarm controls, annunciator panel, and one way voice communications system controls shall be provided in a location approved by the Bureau of Fire Prevention. Fire panels installed prior to the passage of this ordinance located on grade level in a readily accessible location shall be accepted.*

(4) *Plans for all systems to be installed shall be submitted to the Bureau of Fire Prevention for approval and systems used shall meet the approval of the Fire Prevention Bureau.*

SECTION 2. Chapter 78 of the Municipal Code be and hereby is amended by adding thereto, in proper numerical sequence, a new section 78-19.1 to read in italics as follows:

78-19.1 Any existing or preordinance building exceeding 80 feet in height designed or used in whole or in part as a hotel shall be equipped with a high rise fire system as required in this Section.

(a) In buildings equipped with an approved system of automatic sprinklers, an approved fire alarm system including all water flow alarm devices shall be required. Sprinklers may be omitted in guest room closets not over 24 square feet in area. Other areas not sprinklered, because of unreasonable hardship or as permitted by Section 91-19 of this code, shall be protected by approved smoke detectors or other fire detection measures approved by the Bureau of Fire Prevention. Detectors shall not be required in guest room bathrooms. No automatic smoke detector shall be required in guest room corridors nor elevator lobbies of existing buildings having automatic sprinkler systems installed prior to the passage of this ordinance on guest room floors except that sprinklers may be omitted in guest room bathrooms not over 55 square feet in area with noncombustible plumbing fixtures and with walls and ceilings surfaced with noncombustible materials.

(b) In buildings not equipped with an approved system of automatic sprinklers, an approved fire alarm system, including smoke detectors, heat detectors and water flow alarm devices, shall be required. System devices shall be installed as follows:

(1) *As required by section 78-22 of this code.*

(2) *Heat detectors shall be installed in restaurants, meeting rooms and lounges.*

(c) The fire alarm system shall be zoned horizontally based on the system design, but in no case shall there be less than one zone per floor.

(d) The fire alarm system shall be a Proprietary Protective Signalling System installed in accordance with National Fire Protection Association Standard NFPA 72D -- 1986 or shall be monitored by an Underwriters Laboratories Inc. listed Central Station service.

(e) There shall be two voice communication systems as follows:

(1). A two way Fire Department communications system providing emergency two way stations in each required stairwell at not less than every fifth floor and at the fire panel. The system shall be zoned not less than one zone per stairwell. Systems installed prior to the passage of this ordinance using phone jacks zoned by stairwell shall be accepted in lieu of two way stations.

(2). A selective one way communication system with speakers in passenger elevators, in elevator lobbies, in stairwells at not less than every fifth floor, and in corridors at intervals not exceeding 75 feet. Use of the one way voice communication system in a fire emergency by other than Department of Fire personnel shall be prohibited. Zoning of speakers shall be as follows: passenger elevators zoned by elevator lobby; elevator lobbies and corridors zoned horizontally based on the system design, but in no case less than one zone per floor; stairwells zoned vertically by stairwell. Approved elevator speaker intercom systems installed prior to the passage of the ordinance shall be accepted for communication to elevators as long as the systems are maintained in good working order.

The two-way Fire Department Communication System may be combined with the one-way system.

(f) A fire panel consisting of fire alarm controls, annunciator panel, and one and two way voice communications system controls shall be provided in a location approved by the Bureau of Fire Prevention. Fire panels and controls installed prior to the passage of this ordinance located on grade level in a readily accessible location shall be accepted.

(g) Plans for all systems to be installed shall be submitted to the Bureau of Fire Prevention for approval and systems used shall meet the approval of the Fire Prevention Bureau.

(h) In buildings of Types II, III or IV construction, an automatic central alarm shall be installed and be audible throughout the corridors of the building and shall be activated by the sprinkler flow alarm and smoke detectors.

SECTION 3. Chapter 78, of the Municipal Code be and hereby is amended by deleting the language contained in brackets and adding the language in italics as follows:

Revise Section 78-22.(c) as follows:

(c) In every storeroom, maintenance shop, *fan room, mechanical equipment room, laundry*, linen room, janitor closet, *kitchen* and storage area [in an institutional building].

Amend Chapter 78 by adding a new Section 78-22.(f).

(f) In hotel buildings over 4 stories, electrical equipment rooms, guest room corridors and elevator lobbies shall be equipped with automatic smoke detectors installed in accordance with NFPA 72E - - 1984.

Revise Section 78-23. as follows:

78-23. No automatic [fire] *heat* detector shall be required in any room or portion of a building which is equipped with an approved installation of automatic sprinklers and provided with a water flow alarm which is connected to the fire alarm system. *No automatic smoke detector shall be required in guest room corridors nor elevator lobbies of hotel buildings equipped with an approved system of automatic sprinklers. Sprinklers may be omitted in guest room closets not over 24 square feet in area. Other areas not sprinklered, because of unreasonable hardship or as permitted by Section 91-19 of the Code, shall be protected by approved smoke detectors or other fire detection measures approved by the Bureau of Fire Prevention. Detectors shall not be required in guest room bathrooms. No automatic smoke detector shall be required in guest room corridors nor elevator lobbies of existing buildings having automatic sprinkler systems installed prior to the passage of this ordinance on guest room floors except that sprinklers may be omitted in guest room bathrooms not over 55 square feet in area with noncombustible plumbing fixtures and with walls and ceilings surfaced with noncombustible materials.*

SECTION 4. This ordinance shall be in full force and effect seven years from and after passage and publication except for the provisions of Section 78-19. (a) which shall be in full force and effect one year from and after passage and publication.

Chapter 52 Concerning Smoke Detectors.

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

SECTION 1. Chapter 52 of the Municipal Code be and hereby is amended by deleting the language contained in brackets and adding the language in italics as follows:

52-11.1. Not less than one approved smoke detector shall be installed in every single family residential unit and multiple dwelling units as defined in Chapter 48, Sections 48-2, 48-2.1 and 48-2.2. The detector shall be installed on the ceiling and at least *four* [six] inches from any wall or on a wall located from [six] *four* to twelve inches from the ceiling, and within fifteen feet of all rooms used for sleeping purposes, with not less than one detector per level, containing a habitable room or unenclosed heating plant.

52-11.2. *In buildings of Types II, III or IV construction,* [All] multiple dwellings as defined in Chapter 48-2.2 and buildings of mixed occupancy having any residential units, shall contain not less than one approved smoke detector at the uppermost ceiling of all interior stairwells. All approved smoke detectors herein required shall be installed on the ceiling, at least [(6)] *(4)* inches from the wall or on a wall located from [(6)] *(4)* to (12) inches from the ceiling.

52-11.3. All approved smoke detectors herein required shall be either the ionization chamber or the photoelectric type and shall comply with [all the specifications of the Underwriters Laboratories Inc. Standard, UL 217 (Standard for Safety-Single and Multiple Station Smoke Detectors 2nd Edition October 4, 1978 as revised May 19, 1983) and] Chapters 87 and 88 of the Municipal Code of Chicago. Detectors shall bear the label of a nationally recognized standards testing laboratory that indicates that the smoke detectors have been tested and listed *as a single or single and multiple station smoke detectors*. All approved smoke detectors installed in buildings hereafter erected shall be permanently wired to the electrical service of each dwelling unit in accordance with the provisions of Chapters 87 and 88 of the Municipal Code of Chicago. [under the requirements of UL 217 2nd Edition October 4, 1978 as revised May 19, 1983.]

In buildings required to have a standard fire alarm system as specified in Chapter 64 and in nonsprinklered buildings complying with Chapter 62.1, smoke detectors in dwelling units shall be of the type tested and listed for fire protection signaling systems and shall have an integral audible device.

Chapter 78 Concerning Smoke Detectors.

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

SECTION 1. Chapter 78, of the Municipal Code be and hereby is amended by deleting the language contained in brackets and adding the language in italics as follows:

78-11. Every owner, manager or agent of any building, as described in Section 78-10, shall install, in every dwelling unit, not less than one approved smoke detector on the uppermost ceiling, not less than [six] *four* inches from any wall, or on a wall, located from [six] *four* to twelve inches from the ceiling, and within fifteen feet of all rooms used for sleeping purposes, with not less than one detector per living level containing a habitable room or unenclosed heating plant.

78-12. Every owner, manager or agent of any building *of Types II, III or IV construction* as described in Section 78-10, shall install not less than one approved smoke detector on the uppermost ceiling, not less than [six] *four* inches from any wall, or on a wall, located from [six] *four* to twelve inches from the uppermost ceiling of all interior stairwells.

78-13. All approved *single station* smoke detectors required in this chapter shall be the ionization or photoelectric type, either battery powered or 110 volt AC and shall comply with [all the requirements of the Underwriters Laboratories Inc. Standard UL 217 (Standard for Safety-Single and Multiple Station Smoke Detectors) 2nd Edition October 4, 1978, as revised May 19, 1983, and] Chapters 87 and 88 of the Municipal Code of Chicago. Smoke detectors shall bear the label of a nationally recognized standards testing laboratory that indicates that the smoke detectors have been tested and listed *as single or single and multiple station smoke detectors*. [under the requirements of UL 217 2nd Edition October 4, 1978, as revised May 19, 1983.]

In buildings required to have a standard fire alarm system as specified in Chapter 78 and in hotel buildings of Types II, III or IV construction complying with Chapter 78-19.1 smoke detectors in dwelling units shall be of the type tested and listed for fire protection signaling systems and shall have an integral audible device.

COMMITTEE ON HOUSING.

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

The Committee on Housing submitted the following report:

CHICAGO, September 5, 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 August 28, 1986) to appoint:

> Doris B. Holleb as a member of the Chicago Plan Commission to succeed Anthony Fornelli,

for the term ending January 25, 1990. We recommend that Your Honorable Body *Approve* the said appointment of Doris B. Holleb as a 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 Ms. Doris B. Holleb as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- Roti -- 1.

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

The Committee on Housing submitted the following report:

CHICAGO, September 5, 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 August 28, 1986) to appoint:

> Reverend B. Herbert Martin as a member of the Chicago Housing Authority to fill a vacancy caused by the resignation of Andrew J. Mooney,

for the term ending July 14, 1987. We recommend that Your Honorable Body *Approve* the said appointment of Reverend B. Herbert Martin as a member of the Chicago Housing Authority.

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 Reverend B. Herbert Martin to the Chicago Housing Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

REDEVELOPMENT PLAN AUTHORIZED FOR 63RD-CAMPBELL BLIGHTED COMMERCIAL AREA.

The Committee on Housing submitted the following report:

CHICAGO, September 5, 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 August 28, 1986), authorizing the Mayor to approve:

the Redevelopment Plan for 63rd-Campbell Blighted Commercial Area.

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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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 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-Campbell Blighted Commercial Area on October 15, 1985; and

WHEREAS, The City Council of the City of Chicago, hereinafter referred to as the Council, approved said designation on April 16, 1986; 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, has conducted studies and has prepared a Redevelopment Plan for the 63rd-Campbell 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 June 17, 1986 by Resolution 86-CDDC-11; 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-Campbell Blighted Commercial Area is hereby approved.

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

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH MALAN CONSTRUCTION COMPANY.

The Committee on Housing submitted the following report:

CHICAGO, September 5, 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 August 28, 1986) authorizing the Mayor to approve:

> the execution of Redevelopment Agreement with Malan Construction Company for Expansion of Brickyard Shopping Center Commercial District Project Fullerton-Grand.

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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed;

WHEREAS, On November 19, 1978 this body approved the designation of an area bounded on the north by the Brickyard Shopping Center, on the east by North Narrangansett Avenue, on the south by West Fullerton Avenue and on the west by the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way as Blighted Commercial Area Fullerton-Grand and a Redevelopment Plan for said area; and

WHEREAS, On June 27, 1980 this body passed an ordinance approving an Urban Development Action Grant for a project to be undertaken by Maisel and Associates of Michigan, a Michigan partnership, (hereinafter "Maisel") to expand the existing Brickyard Shopping Center; and

WHEREAS, Said Urban Development Action Grant, which was approved by the United States Department of Housing and Urban Development, funded the acquisition by the City of Parcels 2, 3, 4 and 6 within said Blighted Commercial Area Fullerton-Grand (hereinafter referred to as "the Property"); and

WHEREAS, By ordinances approved December 18, 1981 and March 31, 1983 this body approved redevelopment agreements, (hereinafter "the Prior Agreement") between the City and Maisel for the sale and redevelopment of the above Property; and

WHEREAS, Due to various reasons, including the death of the general partner of Maisel, the Property was not conveyed to Maisel; and

WHEREAS, The City desires to terminate the Prior Agreement and to enter into a new redevelopment agreement with Malan Construction Company, (hereinafter "Malan") which is owned and controlled by the remaining partners of Maisel; and

WHEREAS, Pursuant to the new redevelopment agreement Malan will agree to purchase the Property from the City for Seven Million Nine Hundred Seventy- five Thousand One Hundred and Seventy-two Dollars ($7,975,172); construct approximately 280,460 square feet of building area for use in commercial, retail or professional use together with parking for approximately 1,200 automobiles, all in accordance with plans and specifications approved by the Department of Economic Development: pay to the City a sum of Two Million Three Hundred Eleven Thousand Twenty-five Dollars ($2,311,025) to assist the City in recouping costs, expenses and losses incurred due to the inability of the parties to conclude the project under the Prior Agreement; and use its best efforts to create 699 permanent new jobs; and

WHEREAS, Pursuant to said new redevelopment agreement the City will agree to sell the Property to Malan and accept a purchase money mortgage in the amount of the sale price; and

WHEREAS, The redevelopment agreement expressly provides that it is subject to the approval of the United States Department of Housing and Urban Development; now, therefore,

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

SECTION 1. The Mayor is authorized to execute on behalf of the City of Chicago, a Redevelopment Agreement between the City of Chicago and Malan Construction Company, which shall be in substantially the form attached hereto.

SECTION 2. The Mayor is authorized to execute and the City Clerk to attest a deed and other appropriate documents which are necessary to consummate the sale of the Property pursuant to the aforesaid Redevelopment Agreement and terminate the Prior Agreement subject to the approval of the Corporation Counsel as to form and legality.

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

Redevelopment Agreement attached to this ordinance reads as follows:

Redevelopment Agreement.

Agreement made in Chicago, Illinois as of the ______ day of ____________, 1986, between the City of Chicago, a municipal corporation ("City"), having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Malan Construction Company, a Michigan corporation ("Developer"), having its principal offices at 17356 Northland Park Court, Southfield, Michigan 48075.

Recitals:

A. City desires to create employment opportunities in the City of Chicago through the attraction and expansion of economic development in the City. The City is a home rule unit under the 1970 Constitution of the State of Illinois. The creation of employment opportunities and expansion of economic development in the City of Chicago pertains to the government and affairs of the City of Chicago.

B. Pursuant to its home rule powers the City established the Commercial District Development Commission as set forth in Chapter 15.1 of the Municipal Code of the City. In furtherance of its objectives to procure the reconstruction and revitalization of blighted commercial areas in the City the Commission designated the area bounded on the north by the "Brickyard Shopping Center", on the east by North Narragansett Avenue, on the south by West Fullerton Avenue and on the west by the Chicago, Milwaukee, St. Paul and Pacific Railroad right- of-way, as Blighted Commercial Area Fullerton-Grand (the "Redevelopment Area") by resolution dated September 19, 1978 and approved a Redevelopment Plan for said area by resolution dated September 19, 1978.

C. The City Council of the City approved the said designation and Redevelopment Plan by ordinance enacted November 17, 1978.

D. Pursuant to ordinances validly adopted by the City Council of the City, the City submitted an application to the United States Department of Housing and Urban Development ("H.U.D.") for an Urban Development Action Grant to assist in the redevelopment of the Redevelopment Area.

E. Upon approval of the above application the City and H.U.D. entered into a certain U.D.A.G. Grant Agreement dated January 19, 1981 (the "Grant Agreement") pursuant to Section 119 of the Housing and Community Development Act of 1974, as amended. The grant was for the acquisition and site preparation of certain real property within the Redevelopment Area to facilitate the construction of shopping center facilities thereon.

F. In implementation of the Grant Agreement the City and Maisel & Associates of Michigan Limited Partnership, a Michigan limited partnership ("Maisel & Associates") entered into a certain Redevelopment Agreement dated February 10, 1981 and amended March 31, 1981, and a certain Interpretive Agreement dated December 18, 1981 and amended April 22, 1983, hereinafter referred to collectively as the "Original Redevelopment Agreement".

G. In pursuance of its obligations under the Grant Agreement and the Original Redevelopment Agreement the City acquired certain property located within the Redevelopment Area using funds provided by H.U.D. under the Grant Agreement.

H. The Original Redevelopment Agreement and the Grant Agreement designated Maisel & Associates, together with any entity which is a sucessor in interest to Maisel & Associates or is controlled by Maisel & Associates, as the Developer and Participating Party. Malan Construction Company was and is owned and controlled by the partners of Maisel & Associates. Maisel & Associates is being wound up in the course of settling the affairs of Mr. E. N. Maisel, a general partner who died on June 17, 1984. Accordingly, the City, Developer and Maisel & Associates have agreed that Developer shall be the sole Participating Party under this Redevelopment Agreement, that Maisel & Associates shall have no liability or obligation hereunder and that City and Maisel & Associates shall be released from any and all obligations or liability under the Original Redevelopment Agreement, all as set forth herein. Developer intends to act as its own general contractor in connection with the construction of the Project.

I. The City has agreed to seek to obtain H.U.D.'s consent to the changes contained herein regarding the Developer as sole Participating Party, the nature and description of the Project, the cost thereof, and all other matters contained in this Redevelopment Agreement.

J. This Redevelopment Agreement supersedes, supplants and replaces the Original Redevelopment Agreement in its entirety and the Original Redevelopment Agreement shall be of no further force or effect.

Now, therefore, the parties hereto agree as follows:

Section I.

Definitions.

1.1 "Agreement" shall mean this Redevelopment Agreement and all Exhibits hereto, as originally constituted and as from time to time amended. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby," and "hereunder," when used with reference to this Agreement, refer to this Agreement and all Exhibits hereto as a whole, unless the context otherwise requires.

1.2 "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances or non-governmental claims or liens upon and/or relating to the Collateral, Developer's business, Developer's income and/or gross receipts.

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

1.4 "Collateral" shall mean the Property and other assets of Developer in which Developer has granted or will grant City a security interest as provided in the Mortgage.

1.5 "Cure Period" shall mean the time periods defined in Paragraph 8.2 hereof.

1.6 "Developer" shall mean Malan Construction Company, a Michigan Corporation.

1.7 "Developer's Equity" shall mean the amount equal to the difference between (i) the total cost of construction of the Project, (the "Total Project Costs"), including construction costs incurred by tenants for improvements and fixtures, costs expended by Developer or by its affiliates prior to the date hereof in connection with the Property and proposed improvement thereof, the costs of the Property and the Coke Parcel (including costs connected with demolition and rezoning), and all amounts paid to the City or others pursuant to the provisions of this Agreement, and (ii) the sum of (a) the amount of the Senior Financing and (b) the original principal amount of the Note. Developer shall, as of the Effective Date, certify to City and H.U.D. that it has the Developer's Equity on hand, or that it has been expended or is irrevocably available to it or has been committed for performance of its obligations hereunder; provided, however, that it is understood and agreed that the portion of the Developer's Equity which consists of costs to be incurred by tenants for improvements and fixtures will be represented and evidenced by the tenants' obligations to expend such cost as set forth in leases for space in the Project.

1.8 "Effective Date" shall mean the date described in Paragraph 2.2 hereof.

1.9 "Financials" shall mean the financial statements of Developer provided to City on the date hereof and any financial statements hereinafter provided to City pursuant to the terms of this Redevelopment Agreement.

1.10 "Grant Agreement" shall mean that certain Urban Development Action Grant Agreement No. B-79-AA-17-0049, dated January 19, 1981, as thereafter amended, between H.U.D. and the City.

1.11 "Mortgage" shall mean the subordinate mortgage in favor of City securing the Note and creating a security interest in the Collateral, in the form and text attached hereto as Exhibit D.

1.12 "Note" shall mean the promissory note payable to City in the amount of the purchase price of the Property, in the form and text attached hereto as Exhibit C.

1.13 "Project" shall mean the improvements to the Property as shown and described in Exhibit E hereto.

1.14. "Project Schedule" shall mean the time specified for commencement and completion of construction of the Project as provided in Exhibit E hereto.

1.15 "Property" shall mean that certain real estate located at Fullerton and Grand in Chicago, Illinois, legally described in Exhibit A attached hereto and made a part hereof.

1.16 "Redevelopment Agreement" shall mean this agreement, including all exhibits hereto and any amendments to any thereof which are made and entered into in compliance with Paragraph 13.1 hereof.

1.17 "Secretary" shall mean the Secretary of H.U.D.

1.18 "Security Documents" shall mean, collectively, any and all documents, writings or instruments other than the Mortgage, executed as security for the Note.

1.19 "Senior Financing" shall mean a loan in an amount not to exceed $26,100,000 made by the Michigan National Bank of Detroit or such other lender as Developer may select, and all replacements or renewals thereof or substitutions therefor, to be secured by a first mortgage on the Property and the Project. The Senior Financing shall consist of:

A. A construction loan in an amount not to exceed $26,100,000 to be granted by the Senior Lender. The construction loan will be for a term ending not later than 36 months after the completion of construction, with interest at a rate not to exceed 2% in excess of the prime rate from time to time announced by the lender or by a specified financial institution.

B. A permanent loan to be granted by the Senior Lender in an amount not to exceed $26,100,000. The permanent loan will be for a term not to exceed 30 years.

1.20 "Senior Lender" shall mean Michigan National Bank of Detroit or such other lender as Developer may secure to make the Senior Financing.

Section II.

Consideration.

2.1 Mutual Undertakings. In consideration of the City and Developer entering into and executing this Redevelopment Agreement, and agreeing to perform their respective undertakings and obligations as set forth herein and for other good and valuable consideration, the City and Developer agree as hereinafter set forth.

2.2 Effective Date. This Redevelopment Agreement shall be effective upon the full execution hereof (the "Effective Date"), and from and after such date the parties shall commence and diligently prosecute performance of their respective undertakings on or before such dates as may hereinafter be specifically provided.

2.3 Recitals. The Recitals hereto constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section III.

Purchase and Sale of Property.

3.1 Sale and Purchase. City hereby agrees to sell to Developer and Developer hereby agrees to purchase from the City the Property at the price of $7,975,172. The purchase price shall be payable at closing by delivery to the City by the Developer of the Note, the Mortgage and the Security Documents in exchange for the conveyance of title to the Property by City by quit claim deed substantially in the form attached hereto as Exhibit F (the "Deed").

3.2 Payment. City hereby agrees that it will accept the Note in the principal sum of $7,975,172 payable in installments of principal and interest as set forth in the Note as full payment for the Property, and Developer agrees to deliver the Note or cause same to be delivered together with the Mortgage and the Security Documents upon conveyance to it of the Property.

3.3 Land Trust. Unless otherwise designated or directed by Developer, City shall convey the Property in accordance with the provisions hereof to a land trust the beneficial interest in which is owned by Developer.

3.4 Title and Closing Requirements, Terms of Sale and Other Conditions.

A. Title Insurance and Survey. City shall procure and deliver to Developer within thirty (30) days from the Effective Date, at City's expense, a commitment for title insurance in a nominal amount (or more) covering the Property, from Chicago Title Insurance Company or from such other title insurance company as Developer may designate. Upon or immediately after the conveyance of the Property to Developer, City shall procure, at the City's expense, and deliver to Developer a policy of title insurance from Chicago Title Insurance Company, or from such other title insurance company as Developer may designate, A.L.T.A. form B (1970), in the amount of the purchase price of the Property, insuring the title of the grantee of the Property subject only to the exceptions permitted herein, which policy shall include a modified A.L.T.A. 3.1 zoning endorsement insuring that the Property, the Coke Parcel, and all improvements to be constructed thereon in accordance with this Agreement will conform to applicable zoning regulations, will not be a non-conforming use and which shall include a reference to parking as an insured matter. The cost of said zoning endorsement shall be paid for by Developer. Not less than fifteen (15) days prior to the scheduled or agreed date for conveyance, City shall also deliver to Developer, at the City's expense, a current survey of the Property prepared by National Survey Service, Inc., Chicago, Illinois, which shall be prepared in accordance with Illinois Land Survey and A.L.T.A. Standards and certified to the title insurer, the Senior Lender and Developer. If the title insurance commitment or the survey shall disclose matters affecting title other than the "Permitted Exceptions" (hereinafter defined), City shall have thirty (30) days from the delivery date thereof to have such matters cured, either by their removal or by procurement of title insurance endorsements providing coverage against loss or damage which may result from the existence of such matters, and the Closing shall be delayed until such matters have been so cured or until the end of said thirty (30) day period, whichever is first to occur. If City does not cure any such unpermitted matter within said thirty (30) day period, Developer may elect, upon notice to City within ten (10) days after the expiration of said thirty (30) day period, either (i) to accept title to the Property as it then is, deducting from the purchase price thereof liens or encumbrances of a definite or ascertainable amount, or (ii) to reject the conveyance of the Property. Nothing herein contained shall preclude Developer from utilizing the remedy of specific performance.

B. Permitted Exceptions. City shall convey title by recordable quitclaim deed in form and text of Exhibit F hereto, conveying to Developer good and merchantable title in fee simple free and clear of all liens and encumbrances other than the following ("Permitted Exceptions"):

(i) Convenants and restrictions set forth in the Deed.

(ii) This Redevelopment Agreement.

(iii) Minor irregularities affecting title which do not individually, or in the aggregate, decrease the value or impair the use of the Property for the purposes intended by the Redevelopment Agreement, as disclosed in Chicago Title Insurance Company Commitment Number 68 73 673 dated February 15, 1983.

(iv) General real estate taxes as may accrue on account of any year or partial year from and after the date of conveyance of title to Developer and which are not then due and payable.

(v) Title objections or matters caused or created by Developer, including but not limited to liens of the Mortgage and any Senior Financing.

C. Other Documents. At the Closing, City shall also deliver to Developer executed exemption declarations for state and local transfer and transaction taxes, a certified copy of the ordinance authorizing the Redevelopment Agreement and conveyance of the Property pursuant thereto, and an A.L.T.A. statement. Delivery shall be made directly to the Developer or through an escrow in the event an escrow is opened as hereinafter permitted.

D. Closing.

(i) Subject to the provisions of the following subparagraph (ii), the closing of the purchase and sale of the Property ("Closing") shall take place on October 1, 1986 or on such other date as the Developer and City shall agree (the "Closing Date") at the offices of Chicago Title and Trust Company in Chicago, Illinois, or such other place in Chicago, Illinois as Developer may specify; provided, however, that the Closing shall take place no later than sixty (60) days after the Effective Date.

(ii) Notwithstanding anything herein to the contrary, all of Developer's duties and obligations under this Agreement, including without limitation the obligation to purchase the Property, are subject to and conditioned upon the completion of the rezoning of the Coke Parcel in the manner described in Paragraph 4.2(F) within 45 days after the Effective Date. In the event the Coke Parcel is not so rezoned within such time period, Developer may, as its sole and exclusive remedy, by giving notice to the City, terminate all of its obligations, duties and liability under this Agreement.

E. Escrow. At the election of either party hereto, the Closing shall be through an escrow with Chicago Title and Trust Company, or such other title company as the parties shall mutually agree, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company with such special provisions as may be required to conform with this Agreement. Payment of the purchase price (by delivery of the Note, the Mortgage and the Security Documents), delivery of the Deed and all other documents shall be made through the escrow and the cost thereof shall be borne one-half by the Developer and one-half by the City. The representatives and attorneys for the respective parties are authorized to enter into such escrow and to make amendments thereto from time to time, provided, however, that in the event of conflict between this Agreement and the escrow, this Agreement shall be controlling.

F. Real Estate Taxes. The City shall be responsible for the payment and/or discharge of all real estate taxes and other impositions affecting the Property for all periods prior to the Closing and shall, at Developer's request, secure a tax injunction decree enjoining collection of such taxes up to the date of sale, or institute such other proceedings as may be permitted or required by state statute to secure such injunction or to obtain all such other relief from the collection of such taxes or impositions as is available under state law, and Developer shall be responsible for all general real estate taxes accruing after the Closing. The City shall defend, indemnify and hold Developer harmless of and from real estate taxes and other impositions for any period prior to the Closing, which obligation shall survive the Closing. City represents and warrants that no other proratable items exist with respect to the Property. If any tax warrants have been or are issued, City will cause all taxes prior to the closing date to be insured over and waived by the title insurer. The City covenants and agrees that it will file the appropriate application with the Assessor of Cook County for

Class 7 classification on or before the date of Closing and will use its best efforts to obtain such classification, including but not limited to the obtaining and filing all of the necessary forms, exhibits and documents. In the event said application is not filed on or before the date of Closing, Developer may, as its sole and exclusive remedy, by giving notice to the City, terminate all of its obligations, duties and liability under this Agreement.

G. Improvements by Developer. Promptly after Closing the Developer shall commence construction of the Project substantially in accordance with the description attached hereto as Exhibit *E*, subject to: (i) any modifications mutually approved by the parties; (ii) the issuance of all required permits and approvals, and weather conditions; and (iii) the following possible modifications which shall require no further consent or approval and provided that City shall be notified not less than twenty (20) days prior to the institution of any such modification: the size and configuration of any building or buildings to be erected on the Property may be modified by Developer as it deems appropriate, subject only to City ordinances and building codes, provided that any "material" (as defined in Paragraph 13.1 hereof) change to the Project shall be subject to the provisions of Paragraph 13.1 hereof. Provided the plans of the Developer are in accordance with the applicable City Building Code, and Developer is in compliance with any other relevant local laws or ordinances relating to the issuance of building permits, City shall cause building permits to be issued promptly for such plans, after application is made therefor. Notwithstanding the foregoing, no prior notification to the City is required unless a modification is "material" as defined in Paragraph 13.1 hereof.

H. Documents To be Delivered at the Closing. At the Closing (except as provided in (i) (j) below) the parties shall deliver to each other the following, in the form attached hereto as Exhibits or as otherwise agreed to by the parties:

(i) Developer shall deliver or cause to be delivered to City the following documents:

(a) The Note.

(b) The Mortgage.

(c) The Security Documents, consisting of a subordinated security agreement, a subordinated collateral assignment of rents and leases, a subordinated U.C.C. financing statement and a subordinated collateral assignment of the beneficial interest in the land trust acquiring title to the Property, in the form of Exhibits I-1 through I-4, respectively, attached hereto.

(d) A commitment for an A.L.T.A. mortgage title insurance policy (Loan Policy - 1970) with comprehensive endorsement no. 1 (or equivalent), issued by Chicago Title Insurance Company or such other title insurance company as Developer may select ("Title Company") in the principal amount of the Note, insuring the lien of the Mortage to be a valid and enforceable lien on the Property, subject only to the Senior Financing and Permitted Exceptions, which policy shall cover the date of recording of the Mortgage.

(e) The opinion of Developer's counsel, dated as of the date of Closing, addressed to the City and to the effect that:

(1) Developer is a Michigan corporation validly existing under the laws of the State of Michigan qualified to do business in and in good standing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;

(2) The Agreement, the Note, the Mortgage and the Security Documents have been duly executed and delivered by the appropriate representatives of Developer and such execution and delivery have been duly authorized;

(3) To the best of such counsel's knowledge the execution and performance of the Agreement, the Note, the Mortgage and the Security Documents will not violate any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which Developer is a party or by which it is bound;

(4) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving Developer which would affect the Developer's ability to consummate the transactions contemplated by the Agreement;

(5) The Agreement, the Note, the Mortgage and the Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms;

(6) To the best of such counsel's knowledge no approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with the Developer entering into and performing its obligations under the Agreement, the Note, the Mortgage or the Security Documents; and

(7) The Acknowledgment of Termination and Release (the "Release") has been duly authorized, executed and delivered by the appropriate representatives of Maisel & Associates and the Release is binding and valid and effects the release and termination of the City's obligations under the Original Redevelopment Agreement.

(f) A certified copy of the articles of incorporation of and a certificate of good standing of Developer, a certificate of incumbency and a certified copy of a resolution of the board of directors of Developer authorizing Developer to enter into and perform the Agreement and to execute the Agreement and all other documents necessary to carry out the transactions provided for in the Agreement.

(g) A copy of the land trust agreement creating the land trust which holds title to the Property, certified by the land trustee that as of the date of Closing Developer is the owner of 100% of the beneficial interest and power of direction thereunder and that no collateral assignment of such beneficial interest has been made other than in connection with the Senior Financing or as otherwise permitted under the Agreement.

(h) A true and correct copy of a signed commitment from the Senior Lender with net assets of at least $100 million to fund the Senior Financing in a principal amount of not less than $23,100,000.

(i) Financials of Developer.

(j) A copy of any appraisal of the Property submitted to the Senior Lender to be delivered to City contemporaneously with submission to such Senior Lender.

(k) The unconditional guaranty of Malan, in the form and text of Exhibit J attached hereto.

(ii) City shall deliver to Developer the following documents:

(a) The Deed.

(b) The documents described in Paragraph 3.4C of the Agreement.

(c) A certified copy of the Grant Agreement, including the 1986 amendment thereto.

(d) A certified copy of the ordinance adopted by the Chicago City Council authorizing City to enter into and perform the Agreement and to execute the Agreement and all other documents necessary to carry out the transactions provided for in the Agreement.

(e) The opinion of City's counsel, dated as of the date of Closing, addressed to Developer and to the effect that:

(1) Developer is a municipal corporation validly existing under the laws of the State of Illinois with full power and authority to sell and convey the Property to Developer;

(2) The Agreement and all documents required to be delivered by City to Developer have been duly executed and delivered by the appropriate representatives of City and such execution and delivery have been duly authorized;

(3) To the best of such counsel's knowledge the execution and performance of the Agreement and all documents required to be delivered by City to Developer will not violate any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which City is a party or by which it is bound;

(4) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving City which would affect the City's ability to consummate the transactions contemplated by the Agreement;

(5) The Agreement and all documents required to be delivered by City to Developer constitute legal, valid and binding obligations of City enforceable in accordance with their respective terms;

(6) To the best of such counsel's knowledge no approval, consent or authorization, not already obtained, of any governmental or public agency, authority, instrumentality or officer is required in connection with the City entering into and performing its obligations under the Agreement; and

(7) The Release is binding and valid and effects the release and termination of Maisel & Associates' obligations under the Original Redevelopment Agreement.

3.5 Compromise Fee. At the closing of the purchase of the Property by Developer and only in such event, and notwithstanding that Developer disputes any liability or responsibility therefor, Developer shall pay to the City by certified or cashier's check the sum of $2,311,025 on account of any loss, cost and expense which City claims it has incurred and suffered as a result of the nonperformance of the Original Redevelopment Agreement and in consideration of the termination thereof.

3.6 Transfers; Refinancing.

A. Developer has informed the City that Developer may obtain unrelated investors to participate in the ownership of the Project. City agrees that Developer may at any time and from time to time transfer or sell or cause to be transferred or sold in any manner the Project, the Property or Developer's rights under this Agreement, so long as (i) after any such transfer or sale Developer or Anthony Gramer directly or indirectly controls the ownership or the management of the Project, (ii) the transfer or sale does not create a conflict of interest in violation of any law, ordinance, regulation or executive order, (iii) in connection with such transfer or sale there is made to City such economic disclosures as are required by applicable law, and (iv) such sale or transfer does not provide for or require more than nominal consideration.

B. A violation by Developer of any of the terms and provisions of the foregoing subparagraph A shall constitute a non-monetary default hereunder as described in Paragraph 8.1 hereof.

C. Notwithstanding anything herein to the contrary:

(i) The Senior Financing may be refinanced once, at any time, with a loan secured by a first mortgage on the Property and the Project the initial principal amount of which does not exceed $26,100,000 (the "New Loan"); and

(ii) At any time and from time to time after the City and H.U.D. have completed the close-out procedures relating to or required by the Grant Agreement, Developer may refinance the New Loan (or any other loan then secured by a first mortgage on the Property and the Project) with a loan secured by a first mortgage on the Property and the Project. Any such loan shall: (i) be for a term expiring not later than the expiration of the term of the Note, and (ii) be in an initial principal amount determined by the date on which the loan is obtained as follows:

Number of Months Following the Date of Closing during which the Loan is Disbursed	Maximum Original Principal Amount of Loan

[Amortization Schedule is printed on pages 33613 through 33619 of this Journal.]

AMORTIZATION SCHEDULE

COMPANY NAME: Armstrong
1ST PYMNT DUE:
AMOUNT: $23,600,000.00 PRINCIPAL:
INTEREST RATE: 14.00% (annual) INTEREST PAID:
TERM: 432 Months
TOTAL:

MONTHLY PAYMENT $277,180.85

MON	PAYMENT	PRINCIPAL	INTEREST	BALANCE
0				$23,600,000.00
1	$277,180.85	$1,847.52	$275,333.33	$23,598,152.48
2	$277,180.85	$1,869.07	$275,311.78	$23,596,283.41
3	$277,180.85	$1,890.88	$275,289.97	$23,594,392.53
4	$277,180.85	$1,912.94	$275,267.91	$23,592,479.59
5	$277,180.85	$1,935.26	$275,245.60	$23,590,544.33
6	$277,180.85	$1,957.83	$275,223.02	$23,588,586.50
7	$277,180.85	$1,980.68	$275,200.18	$23,586,605.82
8	$277,180.85	$2,003.78	$275,177.07	$23,584,602.04
9	$277,180.85	$2,027.16	$275,153.69	$23,582,574.88
10	$277,180.85	$2,050.81	$275,130.04	$23,580,524.06
11	$277,180.85	$2,074.74	$275,106.11	$23,578,449.33
12	$277,180.85	$2,098.94	$275,081.91	$23,576,350.38
13	$277,180.85	$2,123.43	$275,057.42	$23,574,226.95
14	$277,180.85	$2,148.20	$275,032.65	$23,572,078.75
15	$277,180.85	$2,173.27	$275,007.59	$23,569,905.48
16	$277,180.85	$2,198.62	$274,982.23	$23,567,706.86
17	$277,180.85	$2,224.27	$274,956.58	$23,565,482.59
18	$277,180.85	$2,250.22	$274,930.63	$23,563,232.37
19	$277,180.85	$2,276.47	$274,904.38	$23,560,955.89
20	$277,180.85	$2,303.03	$274,877.82	$23,558,652.86
21	$277,180.85	$2,329.90	$274,850.95	$23,556,322.96
22	$277,180.85	$2,357.08	$274,823.77	$23,553,965.87
23	$277.180.85	$2,384.58	$274,796.27	$23,551,581.29
24	$277.180.85	$2,412.40	$274,768.45	$23,549,168.88
25	$277,180.85	$2,440.55	$274,740.30	$23,546,728.34
26	$277,180.85	$2,469.02	$274,711.83	$23,544,257.32
27	$277,180.85	$2,497.83	$274,683.03	$23,541,761.49
28	$277,180.85	$2,526.97	$274,653.88	$23,539,234.52
29	$277,180.85	$2,556.45	$274,624.40	$23,536,678.07
30	$277,180.85	$2,586.27	$274,594.58	$23,534,091.80
31	$277.180.85	$2,616.45	$274,564.40	$23,531,475.35
32	$277,180.85	$2,646.97	$274,533.88	$23,528,828.38
33	$277,180.85	$2,677.85	$274,503.00	$23,526,150.52
34	$277,180.85	$2,709.10	$274,471.76	$23,523,441.43
35	$277,180.85	$2,740.70	$274,440.15	$23,520,700.72
36	$277,180.85	$2,772.68	$274,408.18	$23,517,928.05
37	$277,180.85	$2,805.02	$274,375.83	$23,515,123.02
38	$277,180.85	$2,837.75	$274,343.10	$23,512,285.27
39	$277,180.85	$2,870.86	$274,309.99	$23,509,414.41
40	$277,180.85	$2,904.35	$274,276.50	$23,506,510.06
41	$277,180.85	$2,939.23	$274,242.62	$23,503,571.83
42	$277,180.85	$2,972.51	$274,208.34	$23,500,599.32
43	$277,180.85	$3,007.19	$274,173.66	$23,497,592.12
44	$277,180.85	$3,042.28	$274,138.57	$23,494,549.84
45	$277,180.85	$3,077.77	$274,103.08	$23,491,472.07

46	$277,180.85	$3,113.68	$274,067.17	$23,488,358.40
47	$277,180.85	$3,150.00	$274,030.85	$23,485,208.39
48	$277,180.85	$3,186.75	$273,994.10	$23,482,021.64
49	$277,180.85	$3,223.93	$273,956.92	$23,478,797.70
50	$277,180.85	$3,261.55	$273,919.31	$23,475,536.16
51	$277,180.85	$3,299.60	$273,881.26	$23,472,236.56
52	$277,180.85	$3,338.09	$273,842.76	$23,468,898.47
53	$277,180.85	$3,377.04	$273,803.82	$23,465,521.43
54	$277,180.85	$3,416.44	$273,764.42	$23,462,105.00
55	$277,180.85	$3,456.29	$273,724.56	$23,458,648.70
56	$277,180.85	$3,496.62	$273,684.23	$23,455,152.09
57	$277,180.85	$3,537.41	$273,643.44	$23,451,614.68
58	$277,180.85	$3,578.68	$273,602.17	$23,448,036.00
59	$277,180.85	$3,620.43	$273,560.42	$23,444,415.56
60	$277,180.85	$3,662.67	$273,518.18	$23,440,752.89
61	$277,180.85	$3,705.40	$273,475.45	$23,437,047.49
62	$277,180.85	$3,748.63	$273,432.22	$23,433,298.86
63	$277,180.85	$3,792.37	$273,388.49	$23,429,506.49
64	$277,180.85	$3,836.61	$273,344.24	$23,425,669.89
65	$277,180.85	$3,881.37	$273,299.48	$23,421,788.52
66	$277,180.85	$3,926.65	$273,254.20	$23,417,861.86
67	$277,180.85	$3,972.46	$273,208.39	$23,413,889.40
68	$277,180.85	$4,018.81	$273,162.04	$23,409,870.59
69	$277,180.85	$4,065.70	$273,115.16	$23,405,804.89
70	$277,180.85	$4,113.13	$273,067.72	$23,401,691.77
71	$277,180.85	$4,161.11	$273,019.74	$23,397,530.65
72	$277,180.85	$4,209.66	$272,971.19	$23,393,320.99
73	$277,180.85	$4,258.77	$272,922.08	$23,389,062.22
74	$277,180.85	$4,308.46	$272,872.39	$23,384,753.76
75	$277,180.85	$4,358.72	$272,822.13	$23,380,395.03
76	$277,180.85	$4,409.58	$272,771.28	$23,375,985.46
77	$277,180.85	$4,461.02	$272,719.83	$23,371,524.43
78	$277,180.85	$4,513.07	$272,667.79	$23,367,011.37
79	$277,180.85	$4,565.72	$272,615.13	$23,362,445.65
80	$277,180.85	$4,618.99	$272,561.87	$23,357,826.66
81	$277,180.85	$4,672.87	$272,507.98	$23,353,153.79
82	$277,180.85	$4,727.39	$272,453.46	$23,348,426.40
83	$277,180.85	$4,782.54	$272,398.31	$23,343,643.85
84	$277,180.85	$4,838.34	$272,342.51	$23,338,805.51
85	$277,180.85	$4,894.79	$272,286.06	$23,333,910.72
86	$277,180.85	$4,951.89	$272,228.96	$23,328,958.83
87	$277,180.85	$5,009.67	$272,171.19	$23,323,949.16
88	$277,180.85	$5,068.11	$272,112.74	$23,318,881.05
89	$277,180.85	$5,127.24	$272,053.61	$23,313,753.81
90	$277,180.85	$5,187.06	$271,993.79	$23,308,566.75
91	$277,180.85	$5,247.57	$271,933.28	$23,303,319.18
92	$277,180.85	$5,308.79	$271,872.06	$23,298,010.39
93	$277,180.85	$5,370.73	$271,810.12	$23,292,639.66
94	$277,180.85	$5,433.39	$271,747.46	$23,287,206.27
95	$277,180.85	$5,496.78	$271,684.07	$23,281,709.49
96	$277,180.85	$5,560.91	$271,619.94	$23,276,148.58
97	$277,180.85	$5,625.79	$271,555.07	$23,270,522.79
98	$277,180.85	$5,691.42	$271,489.43	$23,264,831.37
99	$277,180.85	$5,757.82	$271,423.03	$23,259,073.56
100	$277,180.85	$5,824.99	$271,355.86	$23,253,248.56
101	$277,180.85	$5,892.95	$271,287.90	$23,247,355.61

102	$277,180.85	$5,961.70	$271,219.15	$23,241,393.91
103	$277,180.85	$6,031.26	$271,149.60	$23,235,362.65
104	$277,180.85	$6,101.62	$271,079.23	$23,229,261.03
105	$277,180.85	$6,172.81	$271,008.05	$23,223,088.22
106	$277,180.85	$6,244.82	$270,936.03	$23,216,843.40
107	$277,180.85	$6,317.68	$270,863.17	$23,210,525.72
108	$277,180.85	$6,391.39	$270,789.47	$23,204,134.33
109	$277,180.85	$6,465.95	$270,714.90	$23,197,668.38
110	$277,180.85	$6,541.39	$270,639.46	$23,191,127.00
111	$277,180.85	$6,617.70	$270,563.15	$23,184,509.29
112	$277,180.85	$6,694.91	$270,485.94	$23,177,814.38
113	$277,180.85	$6,773.02	$270,407.83	$23,171,041.36
114	$277,180.85	$6,852.04	$270,328.82	$23,164,189.33
115	$277,180.85	$6,931.98	$270,248.88	$23,157,257.35
116	$277,180.85	$7,012.85	$270,168.00	$23,150,244.50
117	$277,180.85	$7,094.67	$270,086.19	$23,143,149.84
118	$277,180.85	$7,177.44	$270,003.41	$23,135,972.40
119	$277,180.85	$7,261.17	$269,919.68	$23,128,711.22
120	$277,180.85	$7,345.89	$269,834.96	$23,121,365.34
121	$277,180.85	$7,431.59	$269,749.26	$23,113,933.75
122	$277,180.85	$7,518.29	$269,662.56	$23,106,415.45
123	$277,180.85	$7,606.01	$269,574.85	$23,098,809.45
124	$277,180.85	$7,694.74	$269,486.11	$23,091,114.71
125	$277,180.85	$7,784.51	$269,396.34	$23,083,330.19
126	$277,180.85	$7,875.33	$269,305.52	$23,075,454.86
127	$277,180.85	$7,967.21	$269,213.64	$23,067,487.65
128	$277,180.85	$8,060.16	$269,120.69	$23,059,427.49
129	$277,180.85	$8,154.20	$269,026.65	$23,051,273.29
130	$277,180.85	$8,249.33	$268,931.52	$23,043,023.96
131	$277,180.85	$8,345.57	$268,835.28	$23,034,678.39
132	$277,180.85	$8,442.94	$268,737.91	$23,026,235.45
133	$277,180.85	$8,541.44	$268,639.41	$23,017,694.01
134	$277,180.85	$8,641.09	$268,539.76	$23,009,052.92
135	$277,180.85	$8,741.90	$268,438.95	$23,000,311.02
136	$277,180.85	$8,843.89	$268,336.96	$22,991,467.13
137	$277,180.85	$8,947.07	$268,233.78	$22,982,520.06
138	$277,180.85	$9,051.45	$268,129.40	$22,973,468.61
139	$277,180.85	$9,157.05	$268,023.80	$22,964,311.56
140	$277,180.85	$9,263.88	$267,916.97	$22,955,047.67
141	$277,180.85	$9,371.96	$267,808.89	$22,945,675.71
142	$277,180.85	$9,481.30	$267,699.55	$22,936,194.41
143	$277,180.85	$9,591.92	$267,588.93	$22,926,602.49
144	$277,180.85	$9,703.82	$267,477.03	$22,916,898.67
145	$277,180.85	$9,817.03	$267,363.82	$22,907,081.63
146	$277,180.85	$9,931.57	$267,249.29	$22,897,150.07
147	$277,180.85	$10,047.43	$267,133.42	$22,887,102.63
148	$277,180.85	$10,164.65	$267,016.20	$22,876,937.98
149	$277,180.85	$10,283.24	$266,897.61	$22,866,654.74
150	$277,180.85	$10,403.21	$266,777.64	$22,856,251.52
151	$277,180.85	$10,524.58	$266,656.27	$22,845,726.94
152	$277,180.85	$10,647.37	$266,533.48	$22,835,079.57
153	$277,180.85	$10,771.59	$266,409.26	$22,824,307.98
154	$277,180.85	$10,897.26	$266,283.59	$22,813,410.72
155	$277,180.85	$11,024.39	$266,156.46	$22,802,386.32
156	$277,180.85	$11,153.01	$266,027.84	$22,791,233.31
157	$277,180.85	$11,283.13	$265,897.72	$22,779,950.18

158	$277,180.85	$11,414.77	$265,766.09	$22,768,535.42
159	$277,180.85	$11,547.94	$265,632.91	$22,756,987.48
160	$277,180.85	$11,682.66	$265,498.19	$22,745,304.81
161	$277,180.85	$11,818.96	$265,361.89	$22,733,485.85
162	$277,180.85	$11,956.85	$265,224.00	$22,721,529.00
163	$277,180.85	$12,096.35	$265,084.50	$22,709,432.65
164	$277,180.85	$12,237.47	$264,943.38	$22,697,195.18
165	$277,180.85	$12,380.24	$264,800.61	$22,684,814.94
166	$277,180.85	$12,524.68	$264,656.17	$22,672,290.26
167	$277,180.85	$12,670.80	$264,510.05	$22,659,619.46
168	$277,180.85	$12,818.62	$264,362.23	$22,646,800.84
169	$277,180.85	$12,968.18	$264,212.68	$22,633,832.66
170	$277,180.85	$13,119.47	$264,061.38	$22,620,713.19
171	$277,180.85	$13,272.53	$263,908.32	$22,607,440.66
172	$277,180.85	$13,427.38	$263,753.47	$22,594,013.28
173	$277,180.85	$13,584.03	$263,596.82	$22,580,429.25
174	$277,180.85	$13,742.51	$263,438.34	$22,566,686.74
175	$277,180.85	$13,902.84	$263,278.01	$22,552,783.90
176	$277,180.85	$14,065.04	$263,115.81	$22,538,718.86
177	$277,180.85	$14,229.13	$262,951.72	$22,524,489.73
178	$277,180.85	$14,395.14	$262,785.71	$22,510,094.59
179	$277,180.85	$14,563.08	$262,617.77	$22,495,531.51
180	$277,180.85	$14,732.98	$262,447.87	$22,480,798.52
181	$277,180.85	$14,904.87	$262,275.98	$22,465,893.65
182	$277,180.85	$15,078.76	$262,102.09	$22,450,814.90
183	$277,180.85	$15,254.68	$261,926.17	$22,435,560.22
184	$277,180.85	$15,432.65	$261,748.20	$22,420,127.57
185	$277,180.85	$15,612.70	$261,568.15	$22,404,514.87
186	$277,180.85	$15,794.85	$261,386.01	$22,388,720.03
187	$277,180.85	$15,979.12	$261,201.73	$22,372,740.91
188	$277,180.85	$16,165.54	$261,015.31	$22,356,575.37
189	$277,180.85	$16,354.14	$260,826.71	$22,340,221.23
190	$277,180.85	$16,544.94	$260,635.91	$22,323,676.29
191	$277,180.85	$16,737.96	$260,442.89	$22,306,938.33
192	$277,180.85	$16,933.24	$260,247.61	$22,290,005.09
193	$277,180.85	$17,130.79	$260,050.06	$22,272,874.30
194	$277,180.85	$17,330.65	$259,850.20	$22,255,543.64
195	$277,180.85	$17,532.84	$259,648.01	$22,238,010.80
196	$277,180.85	$17,737.39	$259,443.46	$22,220,273.41
197	$277,180.85	$17,944.33	$259,236.52	$22,202,329.08
198	$277,180.85	$18,153.68	$259,027.17	$22,184,175.40
199	$277,180.85	$18,365.47	$258,815.38	$22,165,809.93
200	$277,180.85	$18,579.74	$258,601.12	$22,147,230.19
201	$277,180.85	$18,796.50	$258,384.35	$22,128,433.69
202	$277,180.85	$19,015.79	$258,165.06	$22,109,417.90
203	$277,180.85	$19,237.64	$257,943.21	$22,090,180.26
204	$277,180.85	$19,462.08	$257,718.77	$22,070,718.17
205	$277,180.85	$19,689.14	$257,491.71	$22,051,029.03
206	$277,180.85	$19,918.85	$257,262.01	$22,031,110.19
207	$277,180.85	$20,151.23	$257,029.62	$22,010,958.95
208	$277,180.85	$20,386.33	$256,794.52	$21,990,572.62
209	$277,180.85	$20,624.17	$256,556.68	$21,969,948.45
210	$277,180.85	$20,864.79	$256,316.07	$21,949,083.66
211	$277,180.85	$21,108.21	$256,072.64	$21,927,975.45
212	$277,180.85	$21,354.47	$255,826.38	$21,906,620.98
213	$277,180.85	$21,603.61	$255,577.24	$21,885,017.38

214	$277,180.85	$21,855.65	$255,325.20	$21,863,161.73
215	$277,180.85	$22,110.63	$255,070.22	$21,841,051.09
216	$277,180.85	$22,368.59	$254,812.26	$21,818,682.50
217	$277,180.85	$22,629.56	$254,551.30	$21,796,052.95
218	$277,180.85	$22,893.57	$254,287.28	$21,773,159.38
219	$277,180.85	$23,160.66	$254,020.19	$21,749,998.72
220	$277,180.85	$23,430.87	$253,749.99	$21,726,567.85
221	$277,180.85	$23,704.23	$253,476.62	$21,702,863.63
222	$277,180.85	$23,980.78	$253,200.08	$21,678,882.85
223	$277,180.85	$24,260.55	$252,920.30	$21,654,622.30
224	$277,180.85	$24,543.59	$252,637.26	$21,630,078.71
225	$277,180.85	$24,829.93	$252,350.92	$21,605,248.77
226	$277,180.85	$25,119.62	$252,061.24	$21,580,129.16
227	$277,180.85	$25,412.68	$251,768.17	$21,554,716.48
228	$277,180.85	$25,709.16	$251,471.69	$21,529,007.32
229	$277,180.85	$26,009.10	$251,171.75	$21,502,998.22
230	$277,180.85	$26,312.54	$250,868.31	$21,476,685.68
231	$277,180.85	$26,619.52	$250,561.33	$21,450,066.16
232	$277,180.85	$26,930.08	$250,250.77	$21,423,136.08
233	$277,180.85	$27,244.26	$249,936.59	$21,395,891.82
234	$277,180.85	$27,562.11	$249,618.74	$21,368,329.70
235	$277,180.85	$27,883.67	$249,297.18	$21,340,446.03
236	$277,180.85	$28,208.98	$248,971.87	$21,312,237.05
237	$277,180.85	$28,538.09	$248,642.77	$21,283,698.96
238	$277,180.85	$28,871.03	$248,309.82	$21,254,827.93
239	$277,180.85	$29,207.86	$247,972.99	$21,225,620.07
240	$277,180.85	$29,548.62	$247,632.23	$21,196,071.45
241	$277,180.85	$29,893.35	$247,287.50	$21,166,178.10
242	$277,180.85	$30,242.11	$246,938.74	$21,135,935.99
243	$277,180.85	$30,594.93	$246,585.92	$21,105,341.06
244	$277,180.85	$30,951.87	$246,228.98	$21,074,389.19
245	$277,180.85	$31,312.98	$245,867.87	$21,043,076.21
246	$277,180.85	$31,678.30	$245,502.56	$21,011,397.91
247	$277,180.85	$32,047.88	$245,132.98	$20,979,350.04
248	$277,180.85	$32,421.77	$244,759.08	$20,946,928.27
249	$277,180.85	$32,800.02	$244,380.83	$20,914,128.25
250	$277,180.85	$33,182.69	$243,998.16	$20,880,945.56
251	$277,180.85	$33,569.82	$243,611.03	$20,847,375.74
252	$277,180.85	$33,961.47	$243,219.38	$20,813,414.27
253	$277,180.85	$34,357.69	$242,823.17	$20,779,056.58
254	$277,180.85	$34,758.53	$242,422.33	$20,744,298.06
255	$277,180.85	$35,164.04	$242,016.81	$20,709,134.02
256	$277,180.85	$35,574.29	$241,606.56	$20,673,559.73
257	$277,180.85	$35,989.32	$241,191.53	$20,637,570.41
258	$277,180.85	$36,409.20	$240,771.65	$20,601,161.21
259	$277,180.85	$36,833.97	$240,346.88	$20,564,327.24
260	$277,180.85	$37,263.70	$239,917.15	$20,527,063.54
261	$277,180.85	$37,698.44	$239,482.41	$20,489,365.09
262	$277,180.85	$38,138.26	$239,042.59	$20,451,226.83
263	$277,180.85	$38,583.21	$238,597.65	$20,412,643.63
264	$277,180.85	$39,033.34	$238,147.51	$20,373,610.28
265	$277,180.85	$39,488.73	$237,692.12	$20,334,121.55
266	$277,180.85	$39,949.43	$237,231.42	$20,294,172.12
267	$277,180.85	$40,415.51	$236,765.34	$20,253,756.61
268	$277,180.85	$40,887.02	$236,293.83	$20,212,869.58
269	$277,180.85	$41,364.04	$235,816.81	$20,171,505.54

270	$277,180.85	$41,846.62	$235,334.23	$20,129,658.92
271	$277,180.85	$42,334.83	$234,846.02	$20,087,324.09
272	$277,180.85	$42,828.74	$234,352.11	$20,044,495.35
273	$277,180.85	$43,328.41	$233,852.45	$20,001,166.95
274	$277,180.85	$43,833.90	$233,346.95	$19,957,333.04
275	$277,180.85	$44,345.30	$232,835.55	$19,912,987.74
276	$277,180.85	$44,862.66	$232,318.19	$19,868,125.08
277	$277,180.85	$45,386.06	$231,794.79	$19,822,739.02
278	$277,180.85	$45,915.56	$231,265.29	$19,776,823.46
279	$277,180.85	$46,451.25	$230,729.61	$19,730,372.21
280	$277,180.85	$46,993.18	$230,187.68	$19,683,379.04
281	$277,180.85	$47,541.43	$229,639.42	$19,635,837.61
282	$277,180.85	$48,096.08	$229,084.77	$19,587,741.53
283	$277,180.85	$48,657.20	$228,523.65	$19,539,084.33
284	$277,180.85	$49,224.87	$227,955.98	$19,489,859.46
285	$277,180.85	$49,799.16	$227,381.69	$19,440,060.30
286	$277,180.85	$50,380.15	$226,800.70	$19,389,680.15
287	$277,180.85	$50,967.92	$226,212.94	$19,338,712.23
288	$277,180.85	$51,562.54	$225,618.31	$19,287,149.69
289	$277,180.85	$52,164.11	$225,016.75	$19,234,985.59
290	$277,180.85	$52,772.69	$224,408.17	$19,182,212.90
291	$277,180.85	$53,388.37	$223,792.48	$19,128,824.53
292	$277,180.85	$54,011.23	$223,169.62	$19,074,813.30
293	$277,180.85	$54,641.36	$222,539.49	$19,020,171.93
294	$277,180.85	$55,278.85	$221,902.01	$18,964,893.09
295	$277,180.85	$55,923.77	$221,257.09	$18,908,969.32
296	$277,180.85	$56,576.21	$220,604.64	$18,852,393.11
297	$277,180.85	$57,236.27	$219,944.59	$18,795,156.85
298	$277,180.85	$57,904.02	$219,276.83	$18,737,252.82
299	$277,180.85	$58,579.57	$218,601.28	$18,678,673.26
300	$277,180.85	$59,263.00	$217,917.85	$18,619,410.26
301	$277,180.85	$59,954.40	$217,226.45	$18,559,455.86
302	$277,180.85	$60,653.87	$216,526.99	$18,498,801.99
303	$277,180.85	$61,361.50	$215,819.36	$18,437,440.50
304	$277,180.85	$62,077.38	$215,103.47	$18,375,363.12
305	$277,180.85	$62,801.62	$214,379.24	$18,312,561.50
306	$277,180.85	$63,534.30	$213,646.55	$18,249,027.20
307	$277,180.85	$64,275.53	$212,905.32	$18,184,751.66
308	$277,180.85	$65,025.42	$212,155.44	$18,119,726.25
309	$277,180.85	$65,784.05	$211,396.81	$18,053,942.20
310	$277,180.85	$66,551.53	$210,629.33	$17,987,390.68
311	$277,180.85	$67,327.96	$209,852.59	$17,920,062.72
312	$277,180.85	$68,113.45	$209,067.40	$17,851,749.26
313	$277,180.85	$68,908.11	$208,272.74	$17,783,041.15
314	$277,180.85	$69,712.04	$207,468.81	$17,713,329.11
315	$277,180.85	$70,525.35	$206,655.51	$17,642,803.77
316	$277,180.85	$71,348.14	$205,832.71	$17,571,455.63
317	$277,180.85	$72,180.54	$205,000.32	$17,499,275.09
318	$277,180.85	$73,022.64	$204,158.21	$17,426,252.45
319	$277,180.85	$73,874.57	$203,306.28	$17,352,377.87
320	$277,180.85	$74,736.44	$202,444.41	$17,277,641.43
321	$277,180.85	$75,608.37	$201,572.48	$17,202,033.06
322	$277,180.85	$76,490.47	$200,690.39	$17,125,542.59
323	$277,180.85	$77,382.86	$199,798.00	$17,048,159.74
324	$277,180.85	$78,285.66	$198,895.20	$16,969,874.08
325	$277,180.85	$79,198.79	$197,981.86	$16,890,675.10

326	$277,180.85	$80,122.98	$197,057.88	$16,810,552.12
327	$277,180.85	$81,057.74	$196,123.11	$16,729,494.38
328	$277,180.85	$82,003.42	$195,177.43	$16,647,490.96
329	$277,180.85	$82,960.12	$194,220.73	$16,564,530.84
330	$277,180.85	$83,927.99	$193,252.86	$16,480,602.84
331	$277,180.85	$84,907.15	$192,273.70	$16,395,695.69
332	$277,180.85	$85,897.74	$191,283.12	$16,309,797.95
333	$277,180.85	$86,899.88	$190,280.98	$16,222,898.08
334	$277,180.85	$87,913.71	$189,267.14	$16,134,984.37
335	$277,180.85	$88,939.37	$188,241.48	$16,046,045.00
336	$277,180.85	$89,976.99	$187,203.86	$15,956,068.01
337	$277,180.85	$91,026.73	$186,154.13	$15,865,041.28
338	$277,180.85	$92,088.70	$185,092.15	$15,772,952.58
339	$277,180.85	$93,163.07	$184,017.78	$15,679,789.51
340	$277,180.85	$94,249.97	$182,930.88	$15,585,539.53
341	$277,180.85	$95,349.56	$181,831.29	$15,490,189.98
342	$277,180.85	$96,461.97	$180,718.88	$15,393,728.01
343	$277,180.85	$97,587.36	$179,593.49	$15,296,140.65
344	$277,180.85	$98,725.88	$178,454.97	$15,197,414.77
345	$277,180.85	$99,877.68	$177,303.17	$15,097,537.09
346	$277,180.85	$101,042.92	$176,137.93	$14,996,494.17
347	$277,180.85	$102,221.75	$174,959.10	$14,894,272.42
348	$277,180.85	$103,414.34	$173,766.51	$14,790,858.08
349	$277,180.85	$104,620.84	$172,560.01	$14,686,237.24
350	$277,180.85	$105,841.42	$171,339.43	$14,580,395.82
351	$277,180.85	$107,076.23	$170,104.62	$14,473,319.59
352	$277,180.85	$108,325.46	$168,855.40	$14,364,994.13
353	$277,180.85	$109,589.25	$167,591.60	$14,255,404.87
354	$277,180.85	$110,867.80	$166,313.06	$14,144,537.08
355	$277,180.85	$112,161.25	$165,019.60	$14,032,375.83
356	$277,180.85	$113,469.80	$163,711.05	$13,918,906.03
357	$277,180.85	$114,793.62	$162,387.24	$13,804,112.41
358	$277,180.85	$116,132.87	$161,047.98	$13,687,979.54
359	$277,180.85	$117,487.76	$159,693.09	$13,570,491.78
360	$277,180.85	$118,858.45	$158,322.40	$13,451,633.33
361	$277,180.85	$120,245.13	$156,935.72	$13,331,388.20
362	$277,180.85	$121,647.99	$155,532.86	$13,209,740.21
363	$277,180.85	$123,067.22	$154,113.64	$13,086,673.00
364	$277,180.85	$124,503.00	$152,677.85	$12,962,170.00

Section IV.

Covenants, Representations and Warranties.

4.1 By Developer. Developer represents, covenants and warrants to City as follows:

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

B. Developer shall, after the Effective Date, proceed diligently to carry out the purchase of the Property and construction of the Project as required in Section V hereof.

C. 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 Effective Date, the permanent jobs projected in Exhibit E hereto.

D. Developer shall, on or prior to the Effective Date, provide City with evidence of a commitment for private financing as specified in Paragraph 1.19 hereof.

E. (i) Developer is a duly organized and existing Michigan corporation in good standing under the laws of the State of Illinois; (ii) Developer has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (iii) the execution, delivery and performance by Developer of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Developer's Articles of Incorporation or By-Laws, or any instrument or document to which Developer is now a party or by which it is bound; (iv) upon conveyance by City to Developer of title to the Property as required herein, Developer shall cause such title to be maintained in merchantable condition as granted to it by City free and clear of all liens, claims, security interests and encumbrances except those of the Mortgage, the Security Documents, any permitted Senior Lender, any Charges permitted pursuant to this Redevelopment Agreement and any exceptions to title as disclosed in any title insurance policy required to be furnished by City to Developer upon conveyance of the Property; (v) Developer is now solvent and able to pay its debts as they mature; (vi) there are no actions at law or similar proceedings which are pending or threatened against Developer which might result in any material and adverse change to Developer's financial condition, or materially affect Developer's assets as of the date of this Redevelopment Agreement; (vii) Developer has 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; (viii) no default has been declared with respect to any indenture, loan agreement, mortage, deed or other similar agreement relating to the borrowing of monies to which Developer is a party or by which it is bound; (ix) 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 (x) there has been no material and/or adverse change in the assets, liabilities or financial condition of Developer since the dates of the Financials and the date of this Agreement other than as a result of the ordinary and customary conduct of its business.

F. 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 this Paragraph 4.1 or under Paragraph 3.6, (i) grant a security interest in any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral, provided that this shall not be construed to preclude, limit or require City's consent to any lessee mortgaging its leasehold estate; (ii) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (iii) enter into any transaction not in the ordinary course of its business which materially and adversely affects Developer's ability to pay its debts as such may then exist.

G. Developer shall pay promptly when due all Charges arising or incurred from and after the conveyance of the Property to it. In the event, at any time or times after the date of such conveyance and prior to the later to occur of issuance of a certificate of completion by City or full payment of the indebtedness evidenced by the Note, Developer shall fail to pay the Charges or to obtain discharge of the same, Developer shall so advise the City thereof in writing, at which time the City may, without waiving or releasing any obligation or liability of Developer under this Redevelopment 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 Developer to the City. Notwithstanding anything herein to the contrary, Developer may permit or suffer Charges to attach to the Collateral and may dispute the same without prior payment thereof, provided that Developer, in good faith, shall be contesting said Charges in an appropriate proceeding, and further provided that if said Charges are in excess of $250,000, Developer 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.

4.2 By City. City represents, covenants and warrants to Developer as follows:

A. The zoning of the Property as in effect on the Effective Date is Business Planned Development No. 127, as amended.

B. City will, not later than 30 days after the Effective Date, pursuant to resolution, motion, order, ordinance or other act as may be required to comply with all applicable laws to make same its valid and legally binding act, enter into an Amendment to the Grant Agreement or otherwise obtain consent of H.U.D. to this Redevelopment Agreement.

C. City will promptly after the Effective Date proceed to consummate the sale of the Property to Developer as required in Section III hereof and in connection therewith will deliver to Developer title to the Property in the form and condition and together with all other matters as required in said Section III hereof.

D. Provided plans for construction of the improvements required by the Project are in accordance with applicable City Code and Developer is in compliance with any other relevant local laws or ordinances relating to the issuance of permits and approvals, City shall cause all required permits and approvals to be promptly issued upon application therefor.

E. City agrees to and will use its best efforts to cause, and to assist Developer to cause, the Coke Parcel to be rezoned under The Chicago Zoning Ordinance as part of and included within Business Planned Development No. 127, as amended, in which the Property is currently included.

4.3 Survival. All representations and warranties contained in this Redevelopment Agreement are made as of the date of this Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reason of any misrepresentation.

Section V.

Construction.

5.1 Possession. Developer acknowledges that it has inspected the Property and agrees that it will accept possession of the Property as it is and as currently improved. It shall be the sole obligation of the Developer to demolish existing structures upon the land and to prepare the site for construction.

5.2 Coke Parcel. Developer shall at its sole cost and expense acquire the real property (the "Coke Parcel") which is adjacent to the property and legally described in Exhibit G. Developer shall cause the improvements on the Coke Parcel to be demolished and the site prepared for construction at its sole expense.

5.3 Certain Documentation Prior To and During Construction.

A. Not less than ten (10) days prior to the initiation of initial construction, the Developer shall provide to the City a request for wage determination for all crafts to be utilized on the Project, utilizing U. S. Department of Labor Form 308, or equivalent.

B. Not less than ten (10) days prior to the initiation of initial construction activities by a contractor or subcontractor, the Developer shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each such 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.

C. Upon initiation of construction activities the Developer shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

D. From and after the initiation of any construction activities until completion of the Project, the Developer shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Developer shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

5.4 Construction. Developer shall, promptly after conveyance of the Property to it (subject to the issuance of all required permits and approvals and to weather conditions), commence construction of the Project and diligently prosecute same to conclusion in accordance with the construction requirements and the Project Schedule set forth in Exhibit E.

5.5 Construction Costs. The parties acknowledge that the estimated aggregate cost of the Project and the Property is approximately $39,429,959, of which $7,975,172 represents the price of the Property, $24,402,787 is the approximate amount of the Senior Financing, and the balance, approximately $7,052,000, is represented by Developer's Equity. The parties acknowledge that the Developer has provided to the City a commitment for provision of the Senior Financing as specified in Paragraph 1.18 hereof.

Section VI.

Inspection and Review/Certificate of Completion.

6.1 Books and Records. Developer shall keep and maintain such books, records and other documents as shall be required of it 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 the construction loan and Developer's Equity and the total cost of the Project. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly autorized representative of the City, the Secretary or the Comptroller General of the United States.

6.2 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 for the purpose of confirming and to the extent necessary in order to confirm Developer's compliance with this Redevelopment Agreement.

6.3 Duration of Inspection Rights. The rights of access and inspection provided in this Section VI shall continue until full payment of the Note and the completion of all close-out procedures provided in the Grant Agreement.

6.4 Certificate of Completion. Promptly after completion by Developer of the Project, the City will furnish Developer with an appropriate instrument certifying such completion. Such certification shall be a conclusive determination of satisfaction, discharge and termination of the convenants in this Redevelopment Agreement with respect to the obligations of Developer and its successors and assigns to undertake and complete construction of the Project; provided, however, that continuing obligations of Developer under the Affirmative Action Plan attached hereto as Exhibit G shall survive such certification. The certification shall be in such form as will enable it to be recorded and otherwise as will enable Developer to fully and timely utilize and obtain proceeds of its construction loans and permanent loans. If the City shall refuse or fail to provide the certification within ten (10) days after Developer has notified City that the Project is substantially complete, 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 of the improvements in conformity with this Redevelopment Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Developer to make or perform in order to obtain such certification.

Section VII.

Restrictions on Use.

7.1 Use. Until repayment of the Note, Developer shall devote the Property solely for the purposes described in Exhibit E hereto.

Section VIII.

Events of Default.

8.1 Events Defined. A default shall exist hereunder upon notice by the non- defaulting party that any of the following events or conditions shall have occurred: (a) any warranty, representation or statement made or furnished by a party proves to have been false in any material respect when made or furnished; (b) default by a party in the payment ("monetary default") of any of its obligations hereunder; (c) default by a party in or breach of any covenants or undertakings hereunder ("non-monetary default"); (d) default by Developer in or breach of any covernants or undertakings under the Note, the Mortgage or the Security Documents; (e) the making against Developer of any levy, seizure or attachment on the Collateral; (f) Developer's involuntary dissolution, termination of existence, insolvency, appointment of a receiver for any part of its assets, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Developer; (g) declaration of a default on Developer's part under any Senior Financing provided however, in the case of a dafault under the Senior Financing, the City agrees that it will not seek to enforce the remedies available to it under this Redevelopment Agreement or under the Mortgage or the Security Documents unless the Senior Lender has moved to foreclose any liens on the Collateral granted by the Senior Financing; (h) failure to commence construction of the Project within 12 months after the date of Closing; and (i) failure to complete construction of the Project within 36 months after the Effective Date subject to force majeure and other matters beyond the control of Developer and to any agreed upon extensions of time.

8.2 Cure Period.

A. If a monetary default shall have occurred and shall continue for ten (10) days after written notice thereof to the defaulting party, the non-defaulting party without obligation to make further demand or presentment for payment shall have the right to exercise the remedies provided in Section IX hereof.

B. If a non-monetary default or any other default other than a monetary default shall have occurred, and shall continue for thirty (30) days after written notice thereof to the defaulting party, then the non-defaulting party shall have the right to exercise the remedies provided in Section IX hereof; provided however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if the defaulting party has commenced efforts to cure, then the time to cure shall be extended so long as the defaulting party diligently continues to cure such default, so long as the security of the City in the Property is not materially adversely affected. The time periods provided in this Paragraph 8.2 are herein referred to as the "Cure Period."

8.3 Limitation. Notwithstanding anything herein to the contrary, the City expressly agrees that execution of the close-out agreement between the City and H.U.D. shall, as to Developer's obligations stated therein, be acknowledgment by the City of full and complete satisfaction of all Developer's obligations to the City under this Redevelopment Agreement to construct the Project and City shall thereupon execute and deliver to Developer its certificate of completion as required herein. The City further agrees, that upon execution of the aforesaid close-out agreement, the Developer's sole obligations to the City thereafter, shall be: (i) repayment of the Note and performance of obligations imposed under the Mortgage and the Security document; (ii) completion of Developer obligations under the Affirmative Action Plan attached hereto as Exhibit G; and (iii) observance of the obligations imposed under Paragraphs 3.6, 6.1, 6.2 and 6.3, and under Exhibit E.

8.4 Waiver. No waiver by a party of any default or breach by the other party shall operate as a waiver of any other default or of the same default on a future occasion.

Section IX.

Remedies.

9.1 City. Except as otherwise provided herein, upon default by Developer under Section IX above, City may seek all damages, rights and remedies available to it at law or in equity.

9.2 Developer. Except as otherwise provided herein, in the event City shall be in default hereunder, Developer may seek all damages, rights and remedies available to it at law or in equity.

9.3 Rights of Assignees. Neither party hereto shall assign its rights or any part thereof under this Redevelopment Agreement without the written consent of the other except as otherwise permitted herein or in the Note and Mortgage.

9.4 Remedies Cumulative; No Waiver by Delay. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein. Any delay by the City or Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor shall any waiver in fact made by the City or Developer with respect to any specific default be considered or treated as a waiver of rights with respect to any other default by a party or with respect to the particular default except to the extent specifically set forth in writing.

Section X.

Equal Employment Opportunity.

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

10.2 No Discrimination. Developer will, in all solicitations of, or advertisements for, employees placed by it or on its behalf in connection with the Project, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age or physical handicap.

10.3 Publication. Developer will include the provisions of Paragraphs 11.1 and 11.2 hereof in every contract relating to the Project, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors relating to the Project, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

10.4 Definition. Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant is solely for the benefit of and may be enforced solely by the City.

10.5 Minority and Women's Business Enterprise Participation. Developer agrees to use its best efforts to comply with the provisions of the Affirmative Action Plan for the Project attached hereto as Exhibit H.

Section XI.

Relationship of Parties.

11.1 Disclaimer. Nothing contained in this Redevelopment Agreement or in the 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.

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

11.3 No Personal Liability. Developer and City agree that no member, official, officer, shareholder, employee or agent of a party shall be individually or personally directly or indirectly liable to the other party or its successors or assigns for any actions by the party for whom he acts or is employed under this Redevelopment Agreement.

Section XII.

Time.

12.1 Of the Essence. The parties agree that time is of the essence of this Redevelopment Agreement.

12.2 Force Majeure. In the event performance of any undertaking herein by a party is delayed due to fire, accidents, strikes or other labor disputes, acts of God, adverse weather conditions, war or other condition beyond such party's reasonable control, the time specified for performance shall be deemed extended by the period of any such delay.

Section XIII.

Miscellaneous Provisions.

13.1 Entire Agreement. This Redevelopment Agreement contains the entire agreement of the parties with respect to the Property and the Project and supersedes all prior agreements with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by instrument in writing executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective (a) unless ratified or authorized by an ordinance duly adopted by the City Council of the City, and (b) if made prior to execution of the Close-out agreement between the City and the Secretary, without the prior written approval of the Secretary. The term "material" for the purpose of this paragraph shall mean anything which cancels or reduces any developmental, construction, job-creating or financial obligation of Developer by more than ten percent (10%) or materially changes the site or character of any development activities or increases any time agreed for performance by more than thirty (30) days.

13.2 Signage. Developer shall erect a sign at the Project site which shall be consistent with criteria set by H.U.D. and furnished to Developer by the City.

13.3 Acknowledgment of Termination and Release. The parties hereto agree and acknowledge that upon the execution of this Agreement the Original Redevelopment Agreement shall be and is null and void and of no further force or effect and that all rights, obligations and liability of the parties thereunder one to the other are terminated and released. Contemporaneously herewith Maisel & Associates and City shall deliver to each other an acknowledgment signed by them acknowledging that all such rights, obligations and liability have been released and terminated, in the form and text of Exhibit B attached hereto.

13.4 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
Department of Economic Development
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies to:

City of Chicago
Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If to Developer:

Malan Construction Company
17356 Northland Park Court
Southfield, Michigan 48075

With Copies to:

Rosenthal and Schanfield
55 East Monroe Street, Suite 4620
Chicago, Illinois 60603
Attention: Leonard Schanfield, Esq.

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

13.5 Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13.6 No Merger. The provisions of this Agreement shall survive the Closing and shall not be merged into the Deed.

13.7 Conditions.

A. The obligations of the City to sell the Property and make the loan contemplated herein are expressly conditioned upon (i) delivery by Developer at the Closing of the documents described in Paragraph 3.4H (i), (ii) the City not having declared the exisitence of a material breach of any representations or warrants of Developer hereunder, (iii) the absence of a material adverse change in the commitment of the Senior Lender to provide the Senior Financing or (iv) the absence of the following: Developer's insolvency, the appointment of a receiver for any part of Developer's assets, and the assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer.

B. The obligations of the Developer to purchase the Property and accept the loan contemplated herein are expressly conditioned upon (i) delivery by City at the Closing of the documents described in Paragraph 3.4H(ii), and (ii) the Developer not having declared the existence of a material breach of any representations or warranties of City hereunder.

13.8 Approval by Council and H.U.D.

A. The Parties Hereto Expressly Understand And Agree That This Agreement Must Be Approved By H.U.D., And By An Ordinance To Be Adopted By The City Council Of The City Of Chicago And That Unless Such Approvals Are Given Within 45 Days From The Effective Date, All Further Obligations And Undertaking Under This Redevelopment Agreement May Be Terminated By Notice Of Either Party Without Further Liability Of Any Kind.

B. In The Event Developer Or City Notifies The Other Within 30 Days After The Effective Date Of The 1986 Amendment To The Grant Agreement, That Such Amendment Does Not Materially Conform To Or Is Materially Inconsistent With This Agreement, Developer And City Will Use Their Best Efforts To Resolve Any Nonforming Or Inconsistent Matter. If Any Such Matter Cannot Be So Resolved, Either Party Hereto May Terminate This Agreement By Giving Notice To The Other Party.

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

CITY OF CHICAGO

By: ______________________

Mayor

Attest:

____

Walter S. Kozubowski,
City Clerk

MALAN CONSTRUCTION COMPANY

By: ______________________

President

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Exhibit A.

To Redevelopment Agreement.

Legal Description of the Property.

That part of the East 1/2 of the Southeast 1/4 of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at a point on the North line of West Fullerton Avenue being a line 50 feet North of and parallel with the South line of said Southeast 1/4 and 220.00 feet West of the West line of North Narragansett Avenue, being a line 33.00 feet West of and parallel with the East line of said Southeast 1/4; thence North 0 degrees 49 minutes 53 seconds West parallel with said West line of North Narragansett Avenue, 520.00 feet; thence North 90 degrees 00 minutes 00 seconds East parallel with said North line of West Fullerton Avenue, 220.00 feet to a point on said West line of North Narragansett Avenue; thence North 0 degrees 49 minutes 53 seconds West along said West line, 170.00 feet to the point of intersection with a line 690.00 feet (as measured along said West line of North Narragansett Avenue) North of and parallel with the North line of West Fullerton Avenue; thence South 90 degrees 00 minutes 00 seconds West along said parallel line 650.00 feet; thence South 49 degrees 35 minutes 00 seconds West along a line forming an angle of 40 degrees 25 minutes 00 seconds from West to Southwest with the prolongation of the last described line, 139.00 feet; thence South 30 degrees 00 minutes 54 seconds West 155.743 feet to a point, which is 837.00 feet (as measured along a line drawn parallel with the North line of West Fullerton Avenue) West of said West line of North Narragansett Avenue and 465.00 feet (as measured along a line drawn parallel with the West line of North Narragansett Avenue) North of the North line of West Fullerton Avenue; thence North 0 degrees 49 minutes 53 seconds West parallel with the West line of North Narragensett Avenue 78.012 feet: thence North 25 degrees 33 minutes 56 seconds East 243.581 feet to the point of the intersection with a line drawn perpendicular to the East right-of-way line of the Chicago, Milwaukee and St. Paul Railroad and passing through a point on said East line which is 755.17 feet North of the North line of West Fullerton Avenue, said point of intersection being 570.89 feet (as measured along said perpendicular line) East of the East right-of-way line of said railroad; thence north 34 degrees 38 minutes 53 seconds west 620.38 feet to the point of intersection with a line drawn perpendicularly to the east right-of-way line of said railroad and passing through a point on said east line which is 1270.17 feet north of the north line of West Fullerton Avenue, said point of intersection being 225.00 feet (as measured along said perpendicular line) east of the east right-of-way line of said railroad; thence north 7 degrees 06 minutes 00 seconds west 45.28 feet to the point of intersection with a line drawn perpendicularly to the east right-of-way line of said railroad and passing through a point of said east line which is 1315.17 feet north of the north line of West Fullerton Avenue, said point of intersection being 220.00 feet (as measured along said perpendicular line) east of the east right-of-way line of said railroad; thence north 34 degrees 28 minutes 09 seconds west 156.28 feet to the point of intersection with a line drawn perpendicularly to the east line of said railroad and passing through a point on said east line which is 1445.178 feet north of the north line of West Fullerton Avenue, said point of intersection beng 133.27 feet (as measured along said perpendicular line) east of the east right-of-way line of said railroad: thence south 89 degrees 14 minutes 20 seconds west 133.27 feet along said perpendicular line to a point on the east right-of-way line of said railroad which is 1445.178 feet north of the north line of West Fullerton Avenue: thence south 0 degrees 45 minutes 40 seconds east 1445.178 feet along said east right-of-way line of the Chicago, Milwaukee and St. Paul Railroad to the north line of West Fullerton Avenue: thence north 90 degrees 00 minutes 00 seconds east along the north line of West Fullerton avenue 1080.572 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Exhibit B.

To Redevelopment Agreement.

Acknowledgement of Termination and Release.

The undersigned, Maisel & Associates of Michigan Limited Partnership, and the City of Chicago, hereby acknowledge, confirm and agree to and with each other that the "Original Redevelopment Agreement," as same is defined in the Redevelopment Agreement between the City of Chicago and Malan Construction Company dated ____________, 1986, is null and void and of no further force or effect and that all rights, obligations and liability of the parties under said Original Redevelopment Agreement are terminated and released.

Maisel & Associates of Michigan
Limited Partnership

By: The Emanuel N. Maisel
Trust Dated February 24,
1984, General Partner

By:____________________
Trustee

By:____________________
Trustee

By:____________________
Trustee

City of Chicago

By:____________________
Mayor

ATTEST

____
Walter S. Kozubowski
City Clerk

Exhibit C.

To Redevelopment Agreement.

Promissory Note.

$7,975,172.00

____________.1986
Chicago, Illinois

For value received, the undersigned, American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated February 14, 1986, and known as Trust No. 66687 (herein called the "Borrower"), promises to pay to the order of the City of Chicago, a municipal corporation of the State of Illinois (herein called the "City", and City and each successive owner and holder of this Note herein generally called the "Holder"), the principal sum of Seven Million Nine Hundred Seventy-five Thousand One Hundred Seventy-two and no/100 Dollars ($7,975,172.00), payable as follows:

A. The state principal amount of this Note in the sum of $7,975,172 is comprised of two portions. One portion, in the principal sum of $2,511,024, shall be hereinafter called "Portion One." The other portion, in the principal sum of $5,464,148, shall be hereinafter called "Portion Two".

B. No interest shall accrue or be charged on Portion One, and Portion One shall be due and payable in full on the ___________ day of the 432nd month following the date hereof.

C. Portion Two shall be payable as follows:

(i) For the first 36 months after the date hereof, no interest shall accrue or be charged and no payments shall be due.

(ii) For the next 36 months simple interest at the annual rate of 3% shall accrue and shall be added to principal, but no payments shall be due, so that after the first 72 months after the date hereof the principal balance of Portion Two will be $5,955,921.

(iii) For the next 60 months interest at the annual rate of 4%, compounded annually, shall be charged, and ten (10) semi-annual payments of principal and interest, in the amount of $158,830 each shall be made, beginning with the first such payment due on the ___________ day of the 78th month after the date hereof.

(iv) For the next 60 months interest at the annual rate of 5%, compounded annually, shall be charged, and ten (10) semi-annual payments of principal and interest in the amount of $178,625 each shall be made, beginning with the first such payment due on the ___________ day of the 138th month after the date hereof.

(v) For the next 60 months interest at the annual rate of 6%, compounded annually, shall be charged, and ten (10) semi-annual payments of principal and interest in the amount of $213,127 each shall be made, beginning with the first such payment due on the ___________ day of the 258th month after the date hereof.

(vii) For the next 120 months interest at the annual rate of 9%, compounded annually, shall be charged, and twenty (20) semi-annual payments of principal and interest in the amount of $240,645 each shall be made, beginning with the first such payment due on the _________ day of the 318th month after the date hereof.

(viii) On the _________ day of the 432nd month following the date hereof, the entire outstanding principal balance of Portion Two, equal to $1,904,156, shall be due and payable.

Payments on this Note shall be made at City of Chicago Department of Economic Development, 20 North Clark Street, 28th Floor, Chicago, Illinois, 60602, or at such other location as the Holder of this Note may in writing direct.

Except as otherwise provided herein, all scheduled payments on account of the indebtedness evidenced by this Note shall first be applied to interest on the unpaid principal balance, and the remainder to principal.

The maker of this Note may prepay all or any portion of the principal of or any interest on the indebtedness evidenced by this Note at any time and from time to time without penalty. All prepayments on this Note shall be applied in the following order of priority: First, to accrued interest on Portion Two; second, to the principal of Portion Two; and last, to the principal balance of Portion One. In the event of any prepayment on Portion Two, the appropriate adjustments shall be made to all scheduled payments on Portion Two falling due thereafter.

This Note and all rights and obligations hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.

This Note is the note referred to in and secured by a Subordinate Trust Deed (herein called the "Mortgage") to City bearing even date herewith, on certain real estate (herein called the "Premises") in Cook County, Illinois. Reference is hereby made to the Mortgage for a description of the Premises, a statement of the rights, remedies and security afforded thereby and all other matters therein contained.

This Note is executed by the undersigned, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in the Mortgage securing the payment hereof, by the enforcement of the provisions contained in the Mortgage. No personal liability shall be asserted or be enforceable against the Borrower or any person interested beneficially or otherwise in said property specifically described in the Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or disposition thereof, but that in case of default in the payment of this Note, or of any installment thereof, the sole remedy of the holder hereof shall be by foreclosure of the Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in the Mortgage set forth.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO
Solely as Trustee as aforesaid
and not personally

BY: ______________________________

Exhibit D.

Junior Purchase Money Mortgage and Security Agreement.

This Junior Mortgage and Security Agreement (the "Mortgage") is made this _____ day of _____________, 1986, between American National Bank and Trust Company of Chicago, not personally, but as Trustee under a Trust Agreement dated February 14, 1986, and known as Trust No. 66687 ("Mortgagor"), and the City of Chicago, a public body corporate ("Mortgagee").

Witnesseth:

Whereas, Mortgagor has concurrently herewith executed and delivered a purchase money note (the "Note") bearing even date herewith in the principal sum of Seven Million Nine Hundred Seventy-five Thousand One Hundred Seventy- two Dollars ($7,975,172.00), made payable to the Mortgagee, in which the Mortgagor promises to pay the said principal sum, plus interest thereon, at the rate specified in the Note. Payments shall be made as provided in the Note, with the entire remaining balance of said principal and interest payable on ____________________________, 2022. All of said principal and interest payments shall be made payable to the Mortgagee and delivered to the Mortgagee at the office of Mortgagee, or Mortgagee's designated agent, at the address set forth in Section 25 hereof or at such other place as the Mortgagee, or Mortgagee's designated agent, may declare in writing; and

Whereas, the Mortgagee is desirous of securing the payment of the Note, together with interest thereon, in accordance with the terms of the Note, and any additional indebtedness or obligations incurred by the Mortgagor on acccount of any future payments, advances or expenditures made by the Mortgagee pursuant to the Note or this Mortgage.

Article I.

Now, Therefore, in order to secure the payment of the principal and interest under the Note and the performance of the covenants and agreements contained in this Mortgage, including any extensions or modifications hereto, Mortgagor does by these presents, subject to the Construction Mortgage, the Permanent Mortgage, the Refinancing Mortgage and such other items as are described in Paragraph 2, Article II hereof, grant, bargain, sell, convey and mortgage unto Mortgagee, its successors and assigns forever and hereby represents and warrants to Mortgagee and grants to Mortgagee and its successors and assigns forever a continuing security interest in and to, all of the following rights, interests, claims and property (referred to hereinafter collectively as the "Premises"):

(A) All of the real estate, as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all easements, water rights, hereditaments, mineral rights and other rights and interests appurtenant thereto (hereinafter referred to as the "Real Estate");

(B) All buildings, structures and other improvements of every kind and description now or hereafter erected, situated or placed upon the Real Estate ("Improvements"), together with any fixtures or attachments now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorported in any such Improvements including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing;

(C) Any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Real Estate and Improvements, now owned or hereafter acquired;

(D) All of Mortgagor's interest and rights as lessor in and to all leases, subleases and agreements, written or oral, now or hereafter affecting the Real Estate or the Improvements or any part thereof, and all income, rents, issues, proceeds and profits accruing and to accrue from the Real Estate and Improvements;

(E) All right, title and interest of the Mortgagor in and to all fixtures and personal property of any kind or character now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Real Estate and Improvements, including, without limitation, all machinery, furniture, furnishings, apparatus, and equipment to supply heating, ventilation, air conditioning, water, light or power, together with all replacements and substitutions therefor;

(F) All other property rights of the Mortgagor of any kind or character related to the Real Estate and Improvements.

It is futher agreed, intended and declared that all the aforesaid property rights and interests shall, so far a permitted by law, be deemed to form a part and parcel of the Real Estate and Improvements and be covered by this Mortgage, and as to any of the aforesaid property which does not so form a part and parcel of the Real Estate and Improvements, this Mortgage is hereby deemed to be and is, as well, a Security Agreement under the Illinois Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor hereby grants to the Mortgagee as secured party (as defined in the Illinois Uniform Commercial Code).

To have and to hold the Premises unto the Mortgagee and its successors and assign, forever, for the purposes and uses herein set forth.

Article II. General Agreements.

To protect the security of this Mortgage, the Mortgagor further convenants and agrees as follows:

(1) Payment of Principal and Interest. Mortgagor shall pay promptly when due the principal and interest and any other sums required to be paid on the Note or under this Mortgage at the times and in the manner provided therein and shall pay any other indebtedness secured hereby as same becomes due, and shall duly perform and observe all of the covenants, agreements and provisions contained herein.

(2) Junior Mortgage-Subordination. Notwithstanding any provision herein to the contrary:

(a) Mortgagor and Mortgagee hereby covenant and agree that it is anticipated that Mortgagor will obtain a loan secured by a mortgage for construction of improvements on the Premises ("the Construction Mortgage"); that the loan secured by the Construction Mortgage will be paid and the Construction Mortgage released by virtue of funds secured by a permanent or interim mortgage or mortgages on the Premises (collectively "the Permanent Mortgage"); and that the loan or loans secured by the Permanent Mortgage may be paid and the Permanent Mortgage released by virtue of funds secured by a permanent or interim mortgage or mortgages refinancing, replacing, renewing or substituting for the Permanent Mortgage (collectively the "Refinancing Mortgage"). The Construction Mortgage will be placed of record in the Office of the Cook County Recorder of Deeds within 24 months of the present date, and the Permanent Mortgage and the Refinancing Mortgage will be placed of record in the Office of the Cook County Recorder of Deeds thereafter. The Construction Mortgage, the Permanent Mortgage and the Refinancing Mortgage are sometimes hereinafter collectively referred to as the ("Senior Financing").

(b) Mortgagor and Mortgagee hereby covenant, agree and declare that the lien of this Mortgage is and shall be junior, subject, subordinate and inferior to: (i) the lien of any Senior Financing (and ancillary security documents) now or at any time and from time to time placed against the Premises securing a loan the initial principal amount of which does not exceed $26,100,000; and (ii) any lease or sublease now or hereafter entered into affecting all or any part of the Premises and all rights of tenants thereunder. Without affecting the foregoing (which are hereby agreed to be and are self-executing), Mortgagee shall execute such further instruments of subordination as Mortgagor shall request or require to effect or evidence the subordination of this Mortgage to the liens, leases and subleases as aforesaid.

(c) No provision of this Mortgage (a "Subordinate Provision") shall be of any force or effect at any time during which the subject matter of or any matter in any way covered or governed by the Subordinate Provision is also the subject matter of, or is in any way covered by, inconsistent with or governed by, a provision of the Senior Financing. By way of illustration and not limitation: (i) Mortgagor shall not be required to do or perform any act or deed required hereunder which in any manner or form, in whole or in part is also required under the Senior Financing, or which is inconsistent with or constitutes a breach of or default under the provisions of the Senior Financing, and the failure to do or perform any such act or deed shall not constitute a default hereunder; and no act or deed permitted under or done pursuant to or in compliance with the provisions of the Senior Financing shall constitute a default under this Mortgage; (ii) Mortgagor shall not be required to obtain or keep in force any insurance not required by, or in any manner or form other than as provided for in, the Senior Financing; (iii) in the event any provision of the Senior Financing now or hereafter placed against the Premises shall require Mortgagor to take affirmative action, or shall require that Mortgagor not take action, then Mortgagor shall not be deemed in default hereunder if such requirement shall be contrary to or inconsistent with any provision of this Mortgage, and this Mortgage shall be deemed amended accordingly; and (iv) so long as any indebtedness secured by Senior Financing shall remain unpaid Mortgagee shall not have the right to (A) exercise any assignment of rents, (B) have the right to consent to the adjustment of insurance losses nor the settlement of any actual or threatened condemnation action, nor (C) be named as a loss payee in any insurance proceeds check nor share in any condemnation proceeds.

(3) Preservation, Restoration and Use of Premises. The Mortgagor shall:

(a) promptly repair, restore, replace or rebuild any portion of the Premises which may become damaged, destroyed, altered, removed, severed or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as existed prior thereto, free from any security interest in, encumbrances on or reservation of title thereto except as permitted herein;

(b) keep and maintain the Premises in good condition and repair, without waste, and free from mechanics' liens, materialmen's liens or like liens or claims or other liens or claims for lien of whatever nature, except the Senior Financing;

(c) complete, within a reasonable time, any Improvements now or hereafter in the process of erection upon the Premises;

(d) comply with all statutes, rules, regulations, orders, decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Premises and the use thereof and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy;

(e) make no material alterations in the Premises, except as required by law or municipal ordinance;

(f) pay when due all operating costs of the Premises;

(g) initiate or acquiesce in no zoning reclassification with respect to the Premises, without the Mortgagee's prior written consent;

(h) not abandon the Premises, nor do anything whatsoever to depreciate or impair the value of the Premises or the security of this Mortgage except as permitted herein;

(i) cause the Premises to be managed in a competent and professional manner;

(j) not permit any unlawful use or nuisance to exist upon the Premises; and

(k) provide the Mortgagee or its authorized representative with access to the Premises, subject to the rights of the tenants, at all reasonable times for the purpose of inspecting the Premises.

(4) Payment of Taxes and Other Charges. Mortgagor shall be responsible for the payment, when first due and owing and before any penalty attaches, of all taxes and assessments (general or special), water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, that may be asserted against the Premises or any part thereof or interest therein. Mortgagor shall upon written request from Mortgagee promptly furnish to Mortgagee duplicate receipts evidencing payment

thereof. Notwithstanding anything contained herein to the contrary, Mortgagor may in good faith and with reasonable diligence, contest the validity or amount of any such taxes or charges, provided that (i) any such contest stops the enforcement of such taxes, assessments, or charges or (ii) there is not imminent jeopardy of a passage of title by virtue thereof.

(5) Insurance. The Mortgagor shall insure and keep insured the Premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, including, without limitation:

(a) Insurance against loss to the Improvements caused by fire, lightning, windstorm, vandalism, malicious mischief, and risks covered by the so- called "all perils" endorsement and such other risks as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the Improvements;

(b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Premises;

(c) During the making of any alterations or improvements to the Premises (i) insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in subsection (b) above and (ii) Workmen's Compensation insurance covering all persons engaged in making such alterations or improvements.

All policies of insurance to be maintained and provided as required herein shall be in forms, with companies and in amounts reasonably satisfactory to Mortgagee, and shall name Mortgagee as a loss payee "as its interests may appear."

All said insurance shall provide for thirty (30) days prior written notice of cancellation to Mortgagee. Mortgagor shall deliver all policies, or certificates thereof, including additional and renewal policies, to Mortgagee marked "paid" and, in case of insurance policies about to expire, the Mortgagor shall deliver renewal policies or certificates thereof, not less than thirty (30) days prior to the respective dates of expiration.

(6) Proceeds of Insurance. In the event of any damage to, or destruction of, the Premises, Mortgagor will promptly give written notice to the Mortgagee of such damage or destruction:

(a) In case of loss covered by policies of insurance, the Mortgagor is hereby authorized to agree with the insurance company or companies on the amount to be paid upon the loss. The Mortgagor shall, and is hereby authorized to, collect any such insurance proceeds.

(b) In the event of any insured damage to, or destruction of, the Premises or any part thereof Mortgagee shall allow the proceeds of insurance to pay for the cost of restoring, repairing, replacing or rebuilding the Premises or any part thereof.

(c) The Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction.

(7) Condemnation and Eminent Domain. The Mortgagor shall give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (generally "Taking"), of all or any part of the Premises or affecting any easement thereon or appurtenance thereof and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings.

(8) Transfer or Encumbrance of the Property.

(a) Except as provided in subparagraph (b) below, Mortgagor shall not create, effect, contract for, commit to, consent to, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the following) of the Premises or any part thereof or interest therein, without the prior written consent of the Mortgagee. If the Mortgagor shall do any act under this Paragraph 8 which requires the prior written consent, of Mortgagee without obtaining such consent, such act shall constitute an event of default under Paragraph 10 of Article II of this Mortgage. Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future. This paragraph shall not be construed to preclude, limit or require Mortgagee's consent to a lessee of any portion of the Premises mortgaging its leasehold estate.

(b) Notwithstanding anything herein to the contrary, any act, transfer or sale described in the following subparagraphs (i) through (iv) may be committed or made without the consent of the Mortgagee and will not cause or result in a default hereunder, or the acceleration of any amount due under or by reason of the Note or this Mortgage, or the requirement or obligation of Mortgagor to make any payment or perform any act:

(i) Mortgagor may at any time and from time to time cause the Premises to be subject to the lien or liens of the Construction Mortgage and any leases and subleases described in paragraph (2) of Article II hereof.

(ii) Mortgagor may at any time and from time to time transfer or sell or cause to be transferred or sold in any manner the Premises so long as (A) after any such transfer or sale Malan Construction Company or Anthony Gramer directly or indirectly controls the ownership or the management of the Premises, (B) the transfer or sale does not create a conflict of interest in violation of any law, ordinance, regulation or executive order, (C) in connection with any such transfer or sale there is made to Mortgagee such economic disclosures as are required by applicable law, and (D) such sale or transfer does not provide for or require more than nominal consideration.

(iii) The Senior Financing may be refinanced once, at any time, with a loan secured by a first mortgage on the Premises the initial principal amount of which does not exceed $26,100,000.

(iv) At any time and from time to time after Mortgagee and the United States Department of Housing and Urban Development ("H.U.D.") have completed the close-out procedures relating to or required by that certain U.D.A.G. Grant Agreement date January 19, 1981, as amended, between Mortgagee and H.U.D., Mortgagor may refinance any Senior Financing with a loan secured by a first mortgage on the Premises. Any such loan shall: (A) be for a term expiring not later than the expiration of the term of the Note, and (B) be in an initial principal amount determined by the date on which the loan is obtained as follows:

Number of Months Following the Date Hereof during which the Loan is Disbursed	Maximum Original Principal Amount of Loan

(9) Mortgagee's Performance of Defaulted Acts. In case of default herein by Mortgagor, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be deemed additional indebtedness secured hereby, and shall become immediately due and payable, with interest thereon at the default interest rate provided for in the Note. In action of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

(10) Events of Default. It shall constitute a default under this Mortgage when:

(a) Mortgagor fails to time make payment of the Note or any installment thereof, including principal, interest, or any applicable loan fee or other amount required to be paid and such failure continues for ten (10) days after the receipt of written notice from Mortgagee; or

(b) Mortgagor fails to duly observe or perform any term, covenant, condition or agreement of this Mortgage, or in the Note or any other instrument securing the Note, and said default continues for 30 days after the receipt of written notice from mortgagee; provided, however, that in the event such default cannot reasonably be cured within such 30 day period and if the Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as the Mortgagor diligently continues to cure such default, subject to customary force majeure matters, including without limitation strikes, casualties and Acts of God; or

(c) Mortgagor fails to pay any sum due or fails to perform any condition, covenant, term or agreement required under the Senior Financing or under a note that is secured by the Senior Financing and a foreclosure action is filed with respect thereto; or

(d) Mortgagor, or any guarantor or the indebtedness secured hereby is: (1) voluntarily adjudicated a bankrupt or insolvent, or (2) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its property, or (3) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or the State of Illinois, or (4) makes a general assignment for the benefit or creditors, or (5) makes an admission in writing of its inability to pay its debts generally as they become due; or

(e) Any order, judgment or decree is entered upon an application of a creditor of Mortgagor by a court of competent jurisdiction appointing a receiver or trustee or custodian of all or a substantial part of the assets of the Mortgagor, or approval of any petition filed against Mortgagor seeking relief under any bankruptcy or other similar laws of the U. S. or any state remains in force, undischarged or unstayed for a period of 60 days; or

(f) Any warranty, representation, certification, financial statement or other information made or furnished at any time pursuant to the terms of this Mortgage by Mortgagor, or by any person or entity liable for the indebtedness secured hereby, shall prove to be materially inaccurate or false; or

(g) Except for the Senior Financing and any other items described or referred to in Paragraph 2 of Article II hereof, and except as otherwise provided or permitted herein, Mortgagor, without Mortgagee's prior written consent, transfers, conveys, assigns or sells the Premises or any interest therein; or

(h) Mortgagor abandons the Premises.

(11) Remedies on Default. If a default under this Mortgage shall occur and any applicable grace period shall have elapsed, Mortgagee may at its option, (a) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is expressly waived by Mortgagor); (b) institute proceedings for the complete foreclosure of the Mortgage; (c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage; (d) exercise any or all rights and remedies available under the Uniform Commercial Code; and (e) enforce this Mortgage in any other manner permitted under the laws of the State of Illinois.

(12) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and

expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fee and other related costs and expenses paid or incurred in connection with such proceeding.

(13) Right of Possession. Subject to the rights of the Mortgagees under the Senior Financing, in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, subject to the rights of tenants, personally or by its agents or attorneys, and Mortgagee, in its discretion may enter upon and take and maintain possession of all or any part of the Premises, subject to the rights of tenants, together with all documents, books and records.

Upon taking possession of the Premises, the Mortgagee may make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Premises as may seem judicious to Mortgagee to insure, protect and maintain the Premises and to receive all rents, issues and profits therefrom.

(14) Priority of Rent Payments. Subject to the rights of the holders of the Senior Financing, any avails, issues and profits of the Premises received by Mortgagee after having possession of the Premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, shall be applied in payment of or on account of the following, in the following order (or in case of a receivership, as the court may determine): (i) to the payment of the operating expenses of the Premises, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the Premises, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Mortgagor, its successors, or assigns, as their rights may appear.

(15) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after foreclosure sale, without notice, without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness hereby secured, without regard to the value of the Premises at such time and whether or not the same is then occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to take possession, control, and care of the Premises and to collect all rents and profits thereof during the pendency of such foreclosure suit.

(16) Foreclosure Sale. Any interest in the Premises sold pursuant to any court decree obtained pursuant to this Mortgage shall be sold in one parcel, as an entirety, or in such

parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the State of Illinois. At any such sale, Mortgagee may bid for and acquire, as purchaser, the Premises or any part thereof, and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

(17) Application of Proceeds from Foreclosure Sale. Subject to the rights of the holders of the Senior Financing, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: (i) on account of all reasonable costs and expenses incident to the foreclosure proceedings, (ii) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon, (iii) all principal and interest remaining unpaid on the Note, and (iv) any overplus to Mortgagor, its successors, or assigns, as their rights may appear.

(18) Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Premises, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

(19) Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, extension, or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Mortgagor hereby expessly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf or each and every person having a beneficial interest in Mortgagor, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived.

(20) Waiver of Defenses. No action for the enforcement of the lien of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action of law upon the Note.

(21) Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to give notice of a default hereunder, or any other rights of the Mortgagee at that time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

(22) Delays and Omissions. No delay in the excercise of or failure to exercise any remedy or right accruing upon any default under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature.

(23) Recision of Election. Acceleration of maturity, once made by Mortgagee, may at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.

(24) Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, any guarantor of the Note, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall arise, all to the maximum extent permitted by the laws of the State of Illinois. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Note, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Note.

(25) Giving of Notice. All notices or other communications required or contemplated in connection with this Mortgage shall be in writing, and the mailing thereof by certified mail, return receipt requested with postage prepaid and addressed as follows:

If to Mortgagee:	Commissioner, Department of Economic Development City of Chicago 20 North Clark Street Chicago, Illinois 60602
With copies to:	Corporation Counsel of the City of Chicago City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602
If to Mortgagor:	In care of Malan Construction Company P.O. Box 35425-Seven Oaks Station Detroit, Michigan 48235
With copies to:	Rosenthal and Schanfield 55 East Monroe Street, Suite 4620 Chicago, Illinois 60603 Attention: Leonard Schanfield

The parties may designate by written notice any different addresses to which subsequent notices, certificates or other communications shall be sent. All notices by mail delivered pursuant to this paragraph shall be deemed delivered on the third (3rd) business day after the date mailed.

Any such notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

(26) Time of the Essence. Time is of the essence with respect to the Note and this Mortgage.

(27) Modifications. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

(28) Covenants to Run With Land. All the covenants hereof shall run with the land.

(29) Inspection of Premises and Records. Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within ten (10) days after written demand therefor by Mortgagee, to permit Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other location as may be mutually agreed upon.

(30) Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience of reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

(31) Construction of Mortgage. The place of contract and payment being located in Illinois, this Mortgage shall be construed and enforced according to the laws of the State of Illinois.

(32) Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the fullest extent permitted by law.

(33) Grammar. As used in this Mortgage, the singular shall include the plural, masculine, feminine, and neuter pronouns shall be fully interchangeable, as the context requires.

(34) Successors and Assigns. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and it successor and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not.

(35) Further Assurances. The Mortgagor will do, execute, acknowledge and deliver all and every further reasonable acts, deeds, conveyances, transfers and assurances necessary or proper, in the reasonable judgement of the Mortgagee, for the better assuring, conveying, mortgaging assigning, and confirming unto the Mortgagee, all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Upon any failure by the Mortgagor so to do, the Mortgagee may make, excute and record any and all such documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee its attorney-in-fact for the purpose. The Mortgagor will reimburse the Mortgagee for any sums expended by Mortgagee in making, executing and recording such documents.

(36) Indemnification. In addition to all other indemnities in favor of the Mortgagee specifically provided in this Mortgage, the Mortgagor shall indemnify the Mortgagee and save the Mortgagee harmless from and against any and all lossess, liabilites, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, reasonable architect's, engineer's and attorney's fees and all disbursements which may be imposed upon, incurred by or asserted against the Mortgagee.

(37) Prepayment Privilege. Mortgagor reserves the right to prepay at any time, all or any part of the principal amount of or interest on the Note secured hereby without premium or penalty.

(38) Release Upon Payment and Discharge of Mortgagor's Obligation. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

(39) Exculpation. No personal liability shall be asserted or be enforceable against Mortgagor, or its beneficiaries, officers, directors or stockholders because or in respect of this Mortgage or in the indebtedness secured hereby, provided that nothing contained herein shall be construed to limit the rights of the Mortgagee under this Mortgage with respect to the Premises, or otherwise limit the rights of Mortgagee from recovering against assests or pledged collateral of the Mortgagor pledged under other security documents in satisfaction of its liabilities hereunder.

(40) Trustee's Exculpation. This Mortgage is executed by American National Bank and Trust Company of Chicago, not personally, but as trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Mortgagor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly under stood and agreed that nothing herein contained shall be construed as creating any personal liability to the Mortgagor of its beneficiaries for the said indebtedness secured hereby, or for the performance of any covenant, either express or implied, herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so for as Mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the premises hereby conveyed and not the beneficiaries or Mortgagor for the payment thereof by the enforcement of the lien hereby created in the manner herein and in the Note provided and to any other security given for the indebtedness evidenced by the Note.

(41) Miscellaneous.

(a) Mortgagee shall provided a copy of all notices directed to Mortgagor hereunder to the holder of the construction Mortgage, the Permanent Mortgage and the Refinancing Mortgage who shall advise Mortgagee of its identity and request such notices.

(b) At the request of the Mortgagor from time to time, within five days after being requested by Mortgagor, the Mortgagee shall provide an estoppel letter in form requested by a prospective mortgagee the lien of whose mortgage will be superior to the lien of this Mortgage as provided in paragraph (2) of Article II hereof, which, among other things, shall indentify the loan documents, confirm the unpaid loan balance and state whether or not the loan is in default.

In Witness Whereof, the parties hereto have executed this Mortgage as of the date first written above.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee aforesaid

ATTEST:

By: ______________________ By: ______________________

Its ______________________ Its ______________________

CITY OF CHICAGO, a
Municipal Corporation

ATTEST:

By: ______________________ By: ______________________

Its ______________________ Its ______________________

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ______________________, a Notary Public in and for said County, in the state aforesaid, do hereby certify that ______________________, an Assistant Vice President of American National Bank and Trust Company of Chicago, a national banking association, and ______________________, Assistant Secretary of said bank, who are 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 severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _______________, 19 ____.

____
Notary Public

My commission expires:

____
(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _______________________________, a Notary Public in and for said County, in the state aforesaid, do hereby certify that HAROLD WASHINGTON, personally known to me to be the Mayor of the CITY OF CHICAGO, a Municipal Corporation, and WALTER S. KOZUBOWSKI, personally known to me to be the Clerk 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, severally acknowledged that as such Mayor and Clerk, 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 act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _________________, 19 ____.

____
Notary Public

My commission expires:

____
(Seal)

Exhibit "A"

Legal Description:

Address Commonly Known as:

Permanent Index No.:

Exhibit A.

Legal Decription of the Property.

That part of the East 1/2 of the Southeast 1/4 of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at a point on the North line of West Fullerton Avenue being a line 50 feet North of and parallel with the South line of said Southeast 1/4 and 220.00 feet West of the West line of North Narragansett Avenue, being a line 33.00 feet West of and Parallel with the East line of said Southeast 1/4; thence North 0 degrees 49 minutes 53 seconds West parallel with said West line of North Narragansett Avenue 520.00 feet; thence North 90 degrees 00 minutes 00 seconds East parallel with said North line of West Fullerton Avenue, 220.00 feet to a point on said West line of North Narragansett Avenue; thence North 0 degrees 49 minutes 53 seconds West along said West line, 170.00 feet to the point of intersection with a line 690.00 feet (as measured along said West line of North Narragansett Avenue) North of and parallel with the North line of West Fullerton Avenue; thence south 90 degrees 00 minutes 00 seconds West along said Parallel line 650.00 feet; thence South 49 degrees 35 minutes 00 seconds West along a line forming an angle of 40 degrees 25 minutes 00 seconds from West to Southwest with the prolongation of the last described line, 139.00 feet; thence South 30 degrees 00 minutes 54 seconds West 155.743 feet to a point, which is 837.00 feet (as measured along a line drawn parallel with the North line of West Fullerton Avenue) West of said West line of North Narragansett Avenue and 465.00 feet (as measured along a line drawn parallel with the West line of North Narragansett Avenue) North of the North line of West Fullerton Avenue; thence North 0 degrees 49 minutes 53 seconds West parallel with the West line of Narragansett Avenue 78.012 feet; thence North 25 degrees 33 minutes 56 seconds East 243.581 feet to the point of intersection with a line drawn perpendicularly to the East right-of-way line of the Chicago, Milwaukee and St. Paul Railroad and passing through a point on said East line which is 755.17 feet North of the North line of West Fullerton Avenue, said point of intersection being 570.89 feet (as measured along said perpendicular line) East of the East right-of-way line of said railroad; thence North 34 Degrees 38 minutes 53 seconds West 620.38 feet to the point of intersection with a line drawn perpendicularly to the East right-of- way line of said Railroad and passing through a point on said East line which is 1270.17 feet North of the North line of West Fullerton Avenue, said point of intersection being 225.00 feet (as measured along said perpendicular line) East of the East right-of-way line of said Railroad; thence North 7 degrees 06 minutes 00 seconds West 45.28 feet to the point of intersection with a line drawn perpendicularly to the East right-of-way line of said Railroad and passing through a point on said East line which is 1315.17 feet North of the North line of West Fullerton Avenue, said point of intersection being 220.00 feet (as measured along said perpendicular line) East of the East right-of- way line of said Railroad; thence North 34 degrees 28 minutes 09 seconds West 156.28 feet to the point of intersection with a line drawn perpendicularly to the East line of said Railroad and passing through a point on said East line which is 1445.178 feet North of the North line of West Fullerton Avenue, said point of intersection being 133.27 feet (as measured along said perpendicular line) East of the East right-of-way line of line of said Railroad; thence South 89 degrees 14 minutes 20 seconds West 133.27 feet along said perpendicular line to a point on the East right-of-way line of said railroad which is 1445.178 feet North of the North line of West Fullerton Avenue; thence South 0 degrees 45 minutes 40 seconds East 1445.178 feet along said East right-of-way line of the Chicago, Milwaukee and St. Paul Railroad to the North line of West Fullerton Avenue; thence North 90 degrees 00 minutes 00 seconds East along the North line of West Fullerton Avenue 1080.572 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Permanent Index Nos.

13-30-410-006-0000

13-30-410-007-0000

13-30-410-010-0000

13-30-410-011-0000

Exhibit E.

To Redevelopment Agreement.

Description of Project and Site Plan, and Project Schedule.

A. The Project shall consist of approximately 280,460 square feet of building area for use in commercial, retail or professional activities, or any combination thereof, together with parking area of approximately 1,200 spaces, substantially in accordance with the Site Plan for the Project submitted to the City's Department of Economic Development on or about March 25, 1986, receipt whereof by City is hereby acknowledged.

B. In connection with construction and development of the Project and in connection with tenant occupancy, Developer will use its best efforts to create or cause to be created

669 permanent jobs, of which 535 will be for low and moderate income persons, 134 will be for C.E.T.A.-eligible persons, and 201 will be for minority persons.

C. Developer agrees to construct the Project at an approximate cost of $39,429,959.

D. As of the Effective Date the major tenants proposed for the Project are:

Toy R Us

Kids R Us

Plitt Theatres

Franks Nursery and Crafts

E. Developer shall apply for building permits promptly after conveyance of the Property, and Developer shall commence construction thereon as soon as reasonably practicable after the issuance of all necessary permits, and complete the improvements, subjects to extensions for events described in Section XII of the Redevelopment Agreement within 36 months after the Effective Date.

F. Developer shall use its best efforts to cause at least 50% of the building area comprising the Project to be tenanted and open for business within 12 months after completion of such building area.

Exhibit F.

To Redevelopment Agreement.

Quitclaim Deed.

The Grantor, City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as the "Grantor," for and in consideration of ____________________ Dollars ($____________________.00), conveys and Quitclaims, pursuant to the Commercial District Development Commission Ordinance, Chapter 15 of the Municipal Code of the City of Chicago, to American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated February 14, 1986 and known as Trust No. 66687, 33 North LaSalle Street, Chicago, Illinois 60602, hereinafter referred to as the "Grantee," all interest and title of the Grantor in and to the following described property:

See Attached

Further, this Quitclaim Deed is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and the Grantee hereby binds itself and its successors, assigns, grantees and lessee to these covenants and conditions which covenants and conditions are as follows:

First: The Grantee shall devote the property hereby conveyed only for use in commercial, retail and/or professional activities.

Second: The Grantee shall pay real estate taxes or assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Completion Certificate (as hereinafter defined), the Grantee shall not encumber the Property, except to secure financing for the acquisition of the Property and construction of the improvements contemplated by the Redevelopment Agreement between Grantor and Grantee dated ___________, 1986 (the "Redevelopment Agreement"). The Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property until the Grantor issues a Completion Certificate.

Third: The Grantee shall commence promptly the construction of the improvements on the Property and shall prosecute diligently the construction of said improvements to completion; provided, that, in any event construction of said improvements shall commence within 180 days from the date of this Quitclaim Deed and shall be completed within 36 months from the commencement of such construction.

Fourth: Until the Grantor certifies in writing signed by or on behalf of Grantor that the aforesaid improvements have been completed, the Grantee shall have no right to convey the Property except as herein permitted by this Quitclaim Deed, and except as permitted in that certain Redevelopment Agreement dated ___________, 1986 by and between Grantor and Grantee, a copy of which is on file in the offices of Grantor, unless the Grantor otherwise consents. For purposes of this section the term "convey" includes the assignment of a beneficial interest in a land trust.

Fifth: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, religion, color, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered First shall terminate on the first to occur of (i) thirty-six (36) years after the date hereof and (ii) satisfaction in full of that certain Promissory Note bearing even date herewith in the original principal amount of $7,975,172 of which Grantee is the maker and Grantor is the payee. The covenants and agreements contained in covenants numbered Second, Third and Fourth shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered Second shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments on the Property or any part thereof. The covenant numbered Fifth shall remain in effect without any limitation as to time.

Notwithstanding any of the provisions of this Quitclaim Deed, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage or trust deed (including any holder who obtains title to the Property or any part thereof as a result of foreclosures 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) shall not be obligated by the provisions of this Deed to construct or complete the construction of the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in this Quitclaim Deed be construed to so obligate such holder. Nothing in this Section or any Section or provision of this Deed 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 permitted in this Deed. In the event the Grantee wishes to make any changes in regard to the Property's use, such change and respective site plans must be approved by the City of Chicago.

Promptly after the completion of the above mentioned improvements, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Redevelopment Agreement (the "Completion Certificate"). The Completion Certificate shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Redevelopment Agreement and in this Quitclaim Deed with respect to the construction of the improvements and the dates for beginning and completion thereof.

The Completion Certificate shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Grantor shall refuse or fail to provide the Completion Certificate, the Grantor shall, within forty-five (45) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail what acts or measures will be necessary in the opinion of the Grantor, for the Grantee to take or perform in order to obtain the Completion Certificate.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Quitclaim Deed on its part have been complied with and all things necessary to constitute this Quitclaim Deed a valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Quitclaim Deed on its part have been and are in all respects authorized in accordance with the law.

In Witness Whereof, the Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the ________________________.

CITY OF CHICAGO

BY: ____________________________
Harold Washington, Mayor

Attest:

____
Walter S. Kozubowski,
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ____, a Notary Public in and for Said County, in the State aforesaid, do hereby certify that Harold Washington, personally known to me to be the Mayor of the City of Chicago, a municipal corporation, and Walter S. Kozubowski, personally known to me to be the City Clerk 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 Mayor and Clerk, 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 act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of ________________, 19____.

____
Notary Public

(SEAL)

My Commission Expires:

____

This instrument was prepared by
Assistant Corporation Counsel
Room 511, City Hall
Chicago, Illinois 60602
744-6974

Exhibit G.

To Redevelopment Agreement.

Legal Description of "Coke Parcel".

That part of the East half of the Southeast quarter of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at a point of intersection of the North line of Fullerton Avenue with the West line of Narragansett Avenue; thence North along said West line of Narragansett Avenue 520.00 feet; thence West parallel with the North line of Fullerton Avenue 220 feet; thence South parallel with the West line of Narragansett Avenue 520.00 feet to the North line of Fullerton Avenue aforesaid; thence East along said North line 220 feet, to the place of beginning, in Cook County, Illinois.

Commonly known as 2440 North Narragansett Avenue, Chicago, Illinois.

P.I.N. #13-30-410-004

Exhibit H.

To Redevelopment Agreement.

Affirmative Action Plan.

Affirmative Action Plan.

Exhibit ____

to

Redevelopment Agreement

Dated as of ________________, 1986

by and between

The City of Chicago and

Malan Construction Company.

Policy Statement.

The City of Chicago is committed to a policy of providing fair and representative employment and business opportunities for minorites and women in order to remedy the adverse affects of historically exclusionary practices within the society, including the procurement of goods and services and the award of construction contracts for publicly-supported facilities. Reflecting these findings of past discrimination against minorities and women, and in recognition of this affirmative action policy, on December 9, 1983, the City Council of the City of Chicago adopted an Ordinance ("the Ordinance") requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in City projects. In addition on April 3, 1985, the Mayor of the City of Chicago issued Executive Order 85-2 requiring greater utilization of minority and female owned business entities in the City's contracting process.

The Developer recognizes the importance of successful Affirmative Action Programs to the continued growth and vitality of the City of Chicago. Developer or will establish, implement and maintain a continuing Affirmative Action Program designed to promote equal opportunity in every aspect of employment or any procurement of goods and services relating to the Project. The program will include 1) a written affirmative action plan committing the Developer to provide maximum opportunity for minorities and females in its Project; 2) designation of adequate personnel to administer the program; 3) establishment of goals which are higher than the prevailing levels for minority and female employment during both the construction period and the operation of facilities; 4) formulation of achievable goals for utilization of women/minority business enterprise in the development of the Project; 5) creation of a program to provide, in cooperation with the City of Chicago, assistance and advice in the areas of leasing, planning and marketing programs in neighborhood-based projects; 6) implementation of procedures to assure achievement of program goals, including provisions of objective standards to determine how goals are being met.

The purpose of the Affirmative Action Plan are to remedy such past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City of Chicago by assisting minority and women businesses to actively participate in the Project, and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City of Chicago. In accordance with the guidelines and goals set forth below, the Developer shall implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Agreement. The City agrees to assist the Developer with the implementation of the Plan as provided herein.

The terms and provisions of this Plan are deemed to satisfy the Ordinance and Executive Order 85-2. Moreover, the requirements and provisions of this Plan do not establish legal or contractual rights for any person or organization other than the City and the Developer and their successors and assigns.

The City recognizes that it is Developer's intent to hire qualified, responsible bidders for the construction of the Project. The City agrees that it is not the purpose or intent of this Plan to impose upon Developer or its contractors the obligations or require Developer or its contractors to take actions significantly affect the cost of the Project or any portion thereof (or the operation or management thereof) or result in a delay in completion of the Project, and it is further understood that Developer (consistent with the obligation to exercise good faith required by this Plan) shall be entitled to judge the qualifications of M.B.E./W.B.E contractors utilized for the completion of the Project or the operation or management thereof.

1. Definition

Whenever the following words or terms are used in this Plan, unless otherwise defined, they shall have the meaning ascribed to them in this Section. Capitalized terms not defined herein shall have the meanings defined in the Agreement.

1.1 "Agreement" means the contract between the City of Chicago and the Developer dated as of ____________, 1986, to which this plan is appended.

1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanic, regardless of race; Asian-American and Pacific Islander; American Indian or Alaskan native.

1.3 "Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled by one or more minority persons.

1.4 "Women Business Enterprise" ("W.B.E.") means a business that is owned and controlled by one or more women.

1.5 "Owned" means a business which is (1) a sole proprietership legitimately owned by a minority person or woman, (2) a joint venture in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.

1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the possession and management of the Developer, corporation, or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.

1.7 An "Eligible" M.B.E. or W.B.E Firm includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in Section 3.5 below.

1.8 "Goals" means the targets established in this Plan for M.B.E. and W.B.E. participation in the Project, or for minority and women employment in conjunction with the Project. Goals are not quotas, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable M.B.E. participation or minority and women employment. Failure to meet a goal will alert the Developer that further actions may be necessary, but shall not, by itself, establish that Developer has failed to use good faith efforts.

1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.

1.10 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.

1.11 "Local Business" means a business located within the corporate limits of the City of Chicago, and which has the majority of its regular, full-time work force located within the City.

1.12 "Person" or "Persons" includes any natural person, corporation, Developer, unincorporated association, or joint venture.

1.13 "Agency" shall mean the City of Chicago by its designee, initially the Department of Economic Development, for all areas of administration of this

Plan with the exception of certification procedures as provided in section 3.5 hereto. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.

1.14 "Contractor" means any person who has a contract with the Developer (in which the parties do not stand in the relationship of an employer and an employee), relating to the construction and operation of the Project. "Subcontractor" means any person who has such a contract with a Contractor or with a subcontractor.

1.15 "Project" or "Development" means all design, construction and development of the Project described in the Agreement with the exception of the following areas of activity or cost:

(1) Financing
(2) Legal Services

1.16 "Component" means one of the divisions of work described below whereby M.B.E and W.B.E. participation goals and minority and women employment goals will be applied.

1.17 "Pre-Construction Component" means all architectural, structural engineering, mechanical and electrical engineering, and landscape architecture for the Project.

1.18 "Construction Component" means, but shall not be limited to, the performance during construction of:

(1) Earth moving including shoring
(2) Demolition
(3) Concrete -- reinforced

   a. Forms and fabrication
   b. Reinforced steel
   c. Placement of concrete
   d. Finish concrete

(4) Masonry -- bricklayers, granite
(5) Structural steel
(6) Metal decking
(7) Miscellaneous metals
(8) Ornamental metals
(9) Carpentry -- rough and finish
(10) Moisture protection (roofing, etc.)
(11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
(12) Finish trades (other than tenant or unit improvements)

a. Floors
b. Walls
c. Ceilings
d. Lath and Plaster
e. Partitions
f. Tile work
g. Painting
h. Wall Coverings
i. Carpets

(13) Vertical transportation
(14) Mechanical trades

a. Electrical
b. Plumbing
c. Fire protection
d. H.V.A.C.

(15) Trash hauling and cleanup
(16) Field administration
(17) Water service
(18) Office supplies
(19) Security
(20) Janitorial
(21) Progress photos
(22) Printing
(23) Maintenance and mechanics
(24) Fencing/scaffolding
(25) Final cleanup
(26) Equipment rental

Excluded are: energy and utility costs; taxes; permits and fees: city services; traditionally reimbursable expenses; and tenant or unit improvements.

1.19 "Post-Construction Component" means all of the activities and obligations of the Developer for the Project which apply for a period of 5 years subsequent to the completion of the final phase of the Development.

2. Administration and Monitoring.

2.1 Developer's obligation under this Plan is to make good faith efforts to comply with all provisions and meet all goals set forth herein. The Agency agrees to act reasonably and not arbitrarily in administering this plan.

2.2 To facilitate and assure that good faith efforts are made, Developer will assign an Affirmative Action ("A.A.") Officer to assist with the monitoring and implementation of this Plan. Developer will provide adequate staff and support for its A.A. Officer to administer the Plan and to act as liaison with the Agency.

2.3 The Developer's A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by the Developer on the Project. The A.A. Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the A.A. Officer shall include responsibility for the following.

(a) Ensuring that all aspects of the Plan are properly implemented; that all employment and procurement practices of the Developer are consistent with the Plan; and that all technical or procedural phases of compliance are met.

(b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.

(c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.

(d) Reviewing and monitoring Contractor Affirmative Action Reports, including, if necessary, making periodic on site inspections to insure reported numbers on minority and female participation and minority, women and Resident employees are reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.

(e) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of Developer's Affirmative Action program and of its commitment to M.B.E. and W.B.E participation and minority and women employment; and maintaining communications between the Developer and relevant organizations as necessary.

(f) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.

(g) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Development, including with respect to: (1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors, and (4) obtaining certification from the City of Chicago.

2.4 The Agency shall designate an Affirmative Action ("A.A.") Coordinator operating under the auspices of the Department of Planning. The A.A. Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Developer communications and Reports and transmitting Agency responses and other communications.

2.5 The Developer shall require its contractors and subcontractors to furnish to its A.A. Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.

2.6 The A.A. Coordinator shall promptly review the Affirmative Action Reports submitted by the Developer on a monthly basis during construction and on a quarterly basis during post-construction. The A.A. Coordinator shall forward such reports to the Commissioner of the Department of Economic Development. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of implementation of the Plan. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within 30 days after receipt of the A.A. Reports regarding the results of the review and, if necessary, shall contact the A.A. Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, within 30 days the A.A. Coordinator through the Commissioner of the Department of Economic Development shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City of Chicago. Failure of the A.A. Coordinator to provide such notice to the A.A. Officer shall be deemed approval of the Affirmative Action Reports.

2.7 The Developer, through the A.A. Officer, in cooperation with the Agency, will develop two different Reports: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, identity of participating M.B.E. and W.B.E. firms, and actual numbers and percentages of minority and women employment in the Project; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken in the implementation of this Plan, further analysis of results and problems, if any, and suggested further steps if required. The short form Report will be submitted on a monthly basis, and the Comprehensive Report on a quarterly basis, throughout the pre-construction and construction components. The aforementioned reports shall be submitted to the Agency's A.A. Coordinator. Throughout the post construction period Developer shall provide comprehensive reports on a quarterly basis for a period of 5 years subsequent to completion of the final phase of the Development.

3. Minority and Women Business Enterprises Participation Plan.

3.1 Introduction.

The following plan and goals are adopted by the Developer for participation by minority and women business enterprises in the Development. The Developer shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

3.2 Methods to Ensure M.B.E. and W.B.E. Participation.

3.2.1 In making reasonable good faith efforts to meet the goals for M.B.E. and W.B.E. participation, the Developer will request the assistance of the Agency's A.A. Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. The Developer will make the M.B.E. and W.B.E. provisions and goals set forth in Section 3.2 and 3.3 of this Plan applicable as appropriate to all contractors and subcontractors in pre-construction and construction components of the Project; including appropriate provisions and goals for M.B.E. and W.B.E. participation in construction contracts let by Developer, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and proving that all subcontractors must report to contractors, and all contractors must report to Developer on a monthly basis, information necessary for monitoring implementaion of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

3.2.2 The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Developer has made all good faith efforts, shall include the following:

(a) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package.

(b) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.E. and W.B.E.s.

(c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Developer's intent to encourage M.B.E and W.B.E. participation in the project.

(d) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining bonding and insurance.

(e) Assisting, other than financially, M.B.E. and W.B.E.s in submitting bids by offering Developer's consultation.

(f) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining certification.

(g) Requesting the assistance of the Agency's A.A. Coordinator in identifying certified, pending and certifiable minority and women businesses for contracts, subcontracts and other purchases.

(h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation"

(a) Chicago Urban League

(b) Chicago Economic Development Corporation

(c) Chicago United

(d) Illinois Department of Commerce and Community Affairs Small Business Office

(e) Minority Economic Resource Corporation

(f) National Association of Women Business Owners

(g) Alexander Grant & Company, Minority Business Development Center

(h) Association of Asian Construction Enterprises

(i) Black Contractors United

(j) Hispanic-American Construction Industry Association (H.A.C.I.A.)

(k) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies

(l) National Minority Suppliers Development Council, Inc.

(m) Chicago Regional Purchasing Council

3.2.2 If the Commissioner of the Department of Economic Development, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible or economically unreasonable to obtain M.B.E.s or W.B.E.s to perform sufficient work to fulfill the commitment stated in 3.3.2 hereof, a waiver of all or a portion of the goals may be granted.

3.3 M.B.E. and W.B.E. Participation Components and Goals.

3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) Pre-construction; (2) construction; and (3) post-construction.

3.3.2 The dollar goals for participation by eligible M.B.E.s and W.B.E.s in the Pre-construction and Construction Components shall be 25% for M.B.E and 5% for W.B.E. firms of the aggregate costs for such components. The dollar goals for the participation of Local Business in the Pre-Construction and Construction components is 50% of the aggregate costs for such components.

3.3.3 To the extent practicable, the Developer shall identify contracts requiring the expenditure of funds not exceeding $10,000 for bids to be submitted solely by M.B.E., W.B.E.s, Small Businesses and Local Business firms.

3.4 Additional Provisions Concerning Calculating M.B.E. and W.B.E. Participation.

3.4.1 In the event that less than 51% of a Joint Venture is owned by non- M.B.E. or W.B.E partners or owners, the Developer shall receive proportionate credit towards meeting the M.B.E. and W.B.E. goals. For example, a 25% minority owned joint venture that receives a $100,000 contract would entitle the Developer to a $25,000 credit.

3.4.2 Where an eligible M.B.E. or W.B.E. firm or Local Business is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Developer shall receive credit only for that portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm or Local Business and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm or Local Business. Developer shall receive credit for, and there shall not be excluded, dollars spent by an eligible M.B.E. and W.B.E. firm to purchase materials and supplies specific to this Project from non- M.B.E. or W.B.E. firms.

3.4.3 Where a firm which is not an M.B.E. and W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E or W.B.E. firm or Local Business, the Developer shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or Local Business. Developer shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm or Local Business to purchase materials and supplies specific to this project from an M.B.E. or W.B.E. firm or Local Business.

3.4.4 The Developer shall be considered to have made a reasonable good faith effort to implement the goals and requirements of the plan if the Developer demonstrates to the Agency that there are not sufficient Local Businesses, M.B.E.'s or W.B.E.'s reasonably or readily available to fulfill the requirements of this Plan. The reasons for which such determination shall be warranted shall include, without limitation the following:

(a) Lack of a sufficient supply of Local Businesses and certified, responsible M.B.E.'s or W.B.E.'s (with respect to such characteristics as financial capacity and capacity to meet the requirements of the work) in the Chicago Metropolitan Area ("S.M.S.A.").

(b) Inability to obtain competitive prices from available Local Businesses, M.B.E.'s and W.B.E.'s in the S.M.S.A., based upon prevailing prices on the open market as determined by Developer, provided that in such cases there shall be submitted to the Agency a statement listing the name and bid amount of each person or firm bidding on the same portion or part of the contract as bid by such M.B.E.'s or W.B.E.'s or Local Businesses.

(c) Failure of available Local Businesses, M.B.E.'s or W.B.E.'s to submit bids with respect to particular aspects of the Project.

3.5 Agency Certification of Eligibility of Minority and Women Business Enterprises.

3.5.1 The Department of Purchases, Contracts and Supplies of the City of Chicago shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of any certified minority and women business enterprises, and shall also be available to review the qualifications of, and certify if appropriate, any firms (identified by the Developer or otherwise) who represent that they qualify as minority or women business enterprises. In either instance, the Department of Purchases, Contracts and Supplies shall certify each firm's (a) status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.

3.5.2 All requests for certification and additional information required, if any, should be submitted to the Director of the office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's AA Coordinator.

3.5.3 If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, the Developer may seek to cure or correct the defect by whatever remedy is necessary. The Developer's M.B.E. and W.B.E. contracts shall provide that all such contracts and subcontracts shall be terminated if (a) the contractor's status as M.B.E. or W.B.E. was a factor in the award of such contract or sub-contract and (b) the status of the contractor or subcontractor was misrepresented. In such event, the Developer shall discharge the disqualified M.B.E. or W.B.E. and, if possible, identify a qualified M.B.E. or W.B.E. as its replacement.

3.5.4 The Developer's minority and women business enterprise contracts shall require that all M.B.E.s and W.B.E.s report within 14 days to the Developer's AA Officer, and justify, any changes in the ownership and control of the firm that occur during the duration of that contract. The Developer shall promptly notify the Purchasing Agent and the AA Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E firm.

3.5.5 The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

4. Minority and Women Employment Plan.

4.1 The following plan and goals are adopted by the Developer for employment of minority and women workers in the Construction Component of the Development. During the construction of the Project described in the Agreement, Developer shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.

4.2 The goals for minority and women employment during the Construction component shall be 25 percent minority and 5 percent female for skilled employees and 25 percent minority and 5 percent women for unskilled employees. The employment goals for residents of the City shall be 50 percent.

4.3 The Developer may submit a written request for a waiver of all or a portion of such goals to the Commissioner of the Department of Economic Development who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.

4.4 The Developer shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4.5 The Developer will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.

4.6 All solicitations of advertisements for employees placed by or on behalf of the Developer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Developer will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed in this Development so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.7 The Developer will notify recruitment sources, and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Developer will contact, or will require contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's responses:

(a) Department of Economic Development

(b) Mayor's office of Employment and Training

(c) Chicago Urban League

(d) Chicago Economic Development Corporation

4.8 The Developer will ensure and maintain a working environment free of harassment, intimidation, and coercion at the Development, and in all facilities at which employees are assigned to work, and will specifically ensure that all foremen, superintendents, and other on- site supervisory personnel are aware of affirmative action policy. The Developer will use its best efforts to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities to ensure that a policy of equal employment opportunity is being implemented.

4.9 The Developer will notify all contractors and use its best efforts to require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

In particular, Developer will require substantially the following provisions in all construction contracts and subcontracts:

(a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to identify and use minority men and women subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the contractor shall have a goal of subcontracting twenty- five percent (25%) of the work to M.B.E. enterprises and an additional five percent (5%) to W.B.E.

enterprises. The Contractor further agrees that, upon the Developer's request, it shall prepare in written form and send to the Developer, a minority and women employee head count for its total work and a list of M.B.E. and W.B.E. subcontractors employed.

(c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.

(d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.

(e) The Contractor agrees to use its best efforts to insure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to the Developer as often as may be required by the Developer its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.

(f) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Developer as often as may be required by the Developer. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.

(g) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to the Developer as often as may be required by Developer.

(h) The Contractor agrees to make and submit to the Developer manpower utilization reports including the hours worked on the Project by minority and women employees and by City residents as often as may be required by Developer.

(i) Meetings of Developer's and Contractor's supervisory and personnel office employees will be conducted as required by Developer, at which time affirmative action policy and its implementation will be reviewed and explained.

(j) The Contractor agrees to comply with all applicable federal, state, and local requirements governing minority and women business enterprise utilization and minority and women employment.

(k) During the contract period, the Contractor will maintain and make available to the Developer documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, and actual dollar amount of contract award.

(l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor's will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Developer as often as may be required by the Developer.

(m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.

(n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work.

(1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this Plan and shall deliver copies of such notices of Developer.

(2) Prior to the beginning of the work, the Contractor will notify all trade unions of its desire to receive referrals of qualified minority and women individuals.

5. Dispute Resolution.

5.1 If at any time during the existence of this Plan the Agency believes that the Developer is substantially failing to comply with the terms of this Plan, the Agency's A.A. Coordinator shall provide a written report to the Developer's A.A. Officer explicitly invoking this Section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing further implementation steps that the Agency believes should be taken.

5.2 If the Developer disagrees with the Agency's evaluation, the A.A. Coordinator and A.A. Officer shall meet within fifteen (15) days after the delivery of the written report described in Section 5.1 and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department of Economic Development and the Developer shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.

5.3 If the Agency and the Developer have consulted pursuant to Section 5.2 but been unable to resolve their differences within forty-five (45) days following the written report described in Section 5.1, the matter shall be submitted to binding arbitration in accordance with this Article 5. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the Project is required by the Plan. The sole issue which may be presented and decided in arbitration is whether the steps proposed by the Agency's A.A. Coordinator are required to comply with the Plan. The arbitrators shall have the authority to direct the Developer to undertake specific actions in order to demonstrate good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning the implementation of this Plan, in lieu of any other remedies.

5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Developer, one by the Agency and the third selected by agreement of the first two arbitrators. The Developer and the Agency shall designate their respective arbitrators within thirty (30) days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within thirty (30) days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provision contained herein, it is understood that the arbitrators shall have no authority to award damages.

6. Resident Employment and Post-Construction Provision

6.1 General Provision

6.1.1 For the first five years following Completion of the final phase of the project, the Developer shall make good faith efforts, in accordance with the provisions of this Article 6, to achieve certain affirmative action goals in the following areas.

(a) With regard to the direct employees of the Developer, the employment of city resident workers in the post-construction component of the Project; and

(b) Participation of M.B.Es and W.B.Es and of minority and women employees in the post-construction operations of the Developer with respect to the Project.

6.1.2 The Developer's obligations in these areas are to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Articles 2 - 4 hereof, as relevant to the respective M/W.B.E. or employment activities described in this Article 6.

6.2 Employment of City Residents and low and moderate income persons in the Post-Construction Component.

6.2.1 With regard to direct employees of the Developer, the Developer will make good faith efforts, consistent with those described in Article 4, to achieve an employment goal of 50% for City resident workers in the Post-Construction Component of the Project.

6.2.2 The Developer will incorporate into the reports described in Section 2.7 information on its efforts and results with respect to resident employment and employment of low and moderate income persons.

6.3 M.B.E. and W.B.E. Participation and Minority and Female Employment During Post-Construction Operations.

6.3.1 During post-construction operations, the Developer will make good faith efforts, consistent with those described in Articles 3 and 4, to achieve the levels of M.B.E. and W.B.E. participation and minority and women employment described below.

6.3.2 Employment goals will be applicable to direct employees (those employed full-time specifically for the operations of this development). The goals shall apply to such direct employees whether they are employed by the Developer, a property management firm affiliated with the Developer or a contractor.

6.3.3 The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this development).

6.3.4 The employment goals for minority employees for the Post- Construction Component of the project shall be 25%. The employment goals for women employees for the Post-Construction Component shall be 15%. Each Developer shall provide the City with quarterly reports regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by minorities and women.

6.3.5 The M.B.E/W.B.E goals for the Post-Construction Component shall be 25% for M.B.E. firms, 5% for W.B.E. firms, and 50% for Local Businesses.

6.3.6 The Developer is responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the construction completion date.

6.3.7 The Developer will include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations, as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

7. No Third Party Benefit.

7.1 This Plan shall be construed as a agreement between the Developer and the City and no third-party shall be entitled to enforce any of the provisions hereof.

7.2 The Developer and the City of Chicago agree that actions for the enforcement of this Plan pursuant to Article 5 hereof may be brought only by the City and by no other party, whether or not the provisions hereof may be construed as benefitting any third party and no party shall be construed as or have the rights of a third-party beneficiary under this Plan.

Exhibits I-1 To I-4

To Redevelopment Agreement.

Security Documents.

Exhibit J.

To Redevelopment Agreement.

Guaranty.

The undersigned (the "Guarantor"), in consideration of Ten Dollars ($10.00) and other good and valuable considerations receipt of which is hereby acknowledged and to induce the City of Chicago (the "City"), to enter into that certain Redevelopment Agreement (the "Agreement") by and between the City and Malan Construction Company, a Michigan corporation ("Developer") dated as of ____________, ________, 1986 and to consummate the Agreement and deliver the deed thereby required, does hereby guaranty unconditionally and irrevocably to the City the timely, full and complete performance of Developer's obligation to construct the Project (as defined in the Agreement) and the payment of all contractors and materialmen who provide labor, equipment or material to the Project.

This Guaranty is subject to the following terms and conditions:

1. Guarantor expressly agrees that the City may, in its sole and absolute discretion, without notice and without the further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantor hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Agreement; (ii) grant extensions or renewals of or with respect to the Agreement or performance thereunder and/or effect any release, compromise or settlement in connection therewith; (iii) agree to the substitution, exchange, release, modification of the Agreement or of all or any part of the project thereby contemplated; (iv) assign or otherwise transfer any of the City's interests under the Agreement, or in this Guaranty or any interest therein or herein; (v) consent to the assignment or transfer by the Developer or any affiliate of Developer of any of its or their right, title or interest under the Agreement or arising therefrom. The obligations of the Guarantor under this guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Agreement or documents given pursuant thereto or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

2. The liability of Guarantor under this guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit of any remedies the City may have against Developer or its successors in interest or any other party whether pursuant to the terms of the Agreement or by law. Without limiting the generality of the foregoing, the City shall not be required to make any demand on the Developer, or its successors in interest, or otherwise pursue or exhaust its remedies against the Developer or its successors in interest or any other party before, enforcing its rights and remedies hereunder against the Guarantor. Any one or more successive and/or concurrent actions may be brought hereon against the Guarantor, either in the same action, if any, brought against the Developer, its successors, or any other party, or in separate actions, as often as the City, in its sole discretion, may deem advisable.

3. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Agreement and of all indulgences; (iv) demand for observance or performance, or enforcement of any term or provisions of the Guaranty or the Agreement; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive. In the event this Guaranty shall be enforced by suit or otherwise, or if the City shall exercise any of its remedies under the Agreement, and if the City prevails in such suit or enforcement of its rights or remedies, Guarantor will reimburse the City, upon demand, for all expenses incurred in connection therewith, including, without limitation, court costs and reasonable attorney's fees. Guarantor waives trial by jury in any action brought on or with respect to this Guaranty.

4. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such notice at the respective addresses set opposite the Guarantor's Name below, and to the City at ______________________________, Chicago, Illinois 60602, Attention ______________________________ with a copy to the Corporation Counsel, Room

511, City Hall, Chicago, Illinois 60602, or at such other address as any such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given five (5) business days (excluding Saturdays, Sundays and legal holidays) after the date so mailed. All Notices by or on behalf of the City shall be deemed sufficient if signed by the Commissioner of the Department of Economic Development or the Corporation Counsel or such other person as either may designate and if otherwise given or made in compliance with this paragraph.

5. All rights and remedies afforded to the City by reason of this Guaranty are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of the other such rights or remedies. No delay or omission by the City in exercising any such rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the City unless in writing and duly signed by the City. Any such written waiver shall apply only to the particular instance specified therein and shall not impair any further exercise of such right or remedy or of any other right or remedy of the City, and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or any other right or remedy.

6. This Guaranty shall inure to the benefit of, and be enforceable by, the City and its successors and assigns shall be binding upon, and enforceable against the Guarantor, its successors and assigns.

7. This Guaranty shall be construed and enforced in accordance with and governed by the laws of the State of Illinois. Any dispute arising between the City and the Guarantor hereunder with respect to any of the provisions of this Guaranty resulting in the commencement of an action or proceedings shall be determined by litigation in courts situated in the State of Illinois. For the purpose of instituting or defending such litigation (s), Guarantor hereby agrees to submit to the jurisdiction of the State of Illinois and, to the extent permitted under law, confer exclusive jurisdiction to the courts of the State of Illinois to hear and determine all such litigated disputes.

8. Should any one or more of the provisions contained in this Guaranty, for any reason, be held to be invalid, illegal, unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions hereon, but this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been included.

In Witness Whereof, this Guaranty was executed and delivered as of the date set forth first above.

Malan Construction Company, a
Michigan corporation
17356 Northland Park Court
Southfield, MI 48075

BY: ______________________________

[Corporate Seal]

Attest: ______________________________
Secretary

COMMITTEE ON LICENSE.

CHAPTER 147, SECTION 147-2 OF MUNICIPAL CODE AMENDED DISALLOWING LIQUOR SALES WITHIN 100 FEET OF LIBRARIES.

The Committee on License submitted the following report:

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on License, to which was referred a proposed ordinance amending the Municipal Code of Chicago Chapter 147-2 begs leave that Your Honorable Body do *Pass* the said proposed ordinance, as amended, transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

Alderman Sherman moved to amend the said proposed ordinance by adding the words "with the exception of the main libraries", immediately after the words "100 feet of any library,".

The motion to amend *Prevailed.*

Thereupon, on motion of Alderman Huels, the said proposed ordinance as amended, 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 147-2 of the Municipal Code of Chicago is hereby amended by inserting therein, between the second and third paragraphs thereof, a new paragraph to read in italics as follows:

147-2...

In addition to the restrictions cited in Chapter 43, Section 127 of the Illinois Revised Statutes, no license shall be issued for the sale of retail alcoholic liquor within 100 feet of any library, with the exception of the main libraries, open to the public, excluding streets, alleys and public ways.

...

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

COMMITTEE ON LOCAL TRANSPORTATION.

MAYOR'S APPOINTMENT OF MS. NATALIA DELGADO AS MEMBER OF CHICAGO TRANSIT AUTHORITY BOARD APPROVED.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 8, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a communication signed by Mayor Harold Washington under date of August 28, 1986 (which was referred on August 28, 1986) appointing Natalia Delgado as a member of the Chicago Transit Board to succeed Michael Cardilli for a term ending August 31, 1993, begs leave to recommend that Your Honorable Body *Concur In* the said appointment of Natalia Delgado.

This recommendation was concurred in unanimously by voice vote, 9 members of the committee being present.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed appointment of Ms. Natalia Delgado as a member of the Chicago Transit Authority Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- Aldermen Madrzyk, Kellam, Krystyniak -- 3.

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

AUTHORITY GRANTED FOR CONSTRUCTION AND MAINTENANCE OF NINETY-TWO BUS PASSENGER SHELTERS AT SUNDRY LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 8, 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 August 28, 1986) for the construction and maintenance of ninety-two bus passenger shelters in the public right-of-way in the City of Chicago in accordance with the provisions of the ordinance at the following locations:

Street	at	Intersection	Direction	Ward
Addison		Southport	E	44
Archer		Kildare	NE	23
Ashland		65th	N	16
Austin		Washington	N	29
Berwyn		Kenmore	E	48
Broadway		Lawrence	S	48
Broadway		Ridge	S	48
California		35th	N	12
Central		Berteau	S	38
Cermak		Ashland	W	25
Cermak		Kildare	E	22
Cermak		State	W	1
Chicago		Lamon	E	37

Street at	Intersection	Direction	Ward
Cicero	63rd	N	13
Clark	Delaware	S	42
Clark	Lunt	S	49
Clark	Montrose	N	46
Cottage Grove	Pershing	S	2
Cottage Grove	49th	N	4
Cottage Grove	60th	S	20
Cottage Grove	93rd	N	8
Cottage Grove	101st	S	8
Cottage Grove	107th	N	9
Damen	Chicago	N	32
Damen	Harrison	N	27
Diversey	Leclaire	E	30
Diversey	Major	E	36
Diversey	Wolcott	W	32
East River Road	Berwyn	N	41
Foster	Avers	W	39
Fullerton	Rockwell	E	33
Garfield	Morgan	W	16
Grand	Long	SE	30
Halsted	Garfield	N	3
Halsted	43rd	N	11
Halsted	119th	N	34
Homan	Lake	N	28
Indiana	43rd	N	3
Higgins	Austin	E	45
Irving Park	Cumberland	E	36
Irving Park	Pulaski	E	35
Jackson	Lavergne	E	28
Jackson	Lockwood	E	29
Kedzie	61st	N	14
King Drive	75th	S	6
King Drive	82nd	N	6
Lake Park	Hyde Park	N	4
Lake Park	40th	N	4
Lake Shore Drive	Schiller	S	43
Lake Shore Drive	Stratford	N	44
LaSalle	Burton	S	42
Madison	Keeler	E	28

Street	at	Intersection	Direction	Ward
Marine		Gordon Terrace	S	46
Michigan		Cullerton	N	1
Milwaukee		Lawrence	NW	45
Milwaukee		Montrose	NW	45
Montrose		Western	E	47
Morse		Lakewood	E	49
Pearson		DeWitt	W	42
Pulaski		North	S	31
Roosevelt		Kedzie	W	24
Roosevelt		Pulaski	W	24
Sheridan		Morse	N	49
Sheridan		4242 N.	S	46
South Shore		72nd	N	5
South Shore		77th	N	7
Stony Island		59th	N	5
Stony Island		69th	N	5
Stony Island		76th	S	6
Stony Island		83rd	N	8
Talcott		7435 W.	NW	41
Western		Belden	S	33
Western		LeMoyne	N	26
Western		North	N	26
Western		Hollywood	S	40
Western		S. of 18th	N	25
Western		35th	S	12
Western		51st	S	14
Western		64th	N	15
Western		71st	N	15
Western		103rd	N	19
16th		Pulaski	E	24
26th		Kildare	E	22
31st		State	W	2
43rd		Princeton	W	11
63rd		King Drive	W	20
69th		Wentworth	W	17
87th		Halsted	W	21
93rd		Oglesby	E	7
95th		Ashland	E	21
100th		Paxton	W	10

Street	at	Intersection	Direction	Ward
120th		Laflin	W	34

begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by voice vote, 9 members of the committee being present.

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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of bus shelters at the following locations within the public right-of-way of the City of Chicago is hereby approved:

Street	at	Intersection	Direction	Ward
Addison		Southport	E	44
Archer		Kildare	NE	23
Ashland		65th	N	16

Street at	Intersection	Direction	Ward
Austin	Washington	N	29
Berwyn	Kenmore	E	48
Broadway	Lawrence	S	48
Broadway	Ridge	S	48
California	35th	N	12
Central	Berteau	S	38
Cermak	Ashland	W	25
Cermak	Kildare	E	22
Cermak	State	W	1
Chicago	Lamon	E	37
Cicero	63rd	N	13
Clark	Delaware	S	42
Clark	Lunt	S	49
Clark	Montrose	N	46
Cottage Grove	Pershing	S	2
Cottage Grove	49th	N	4
Cottage Grove	60th	S	20
Cottage Grove	93rd	N	8
Cottage Grove	101st	S	8
Cottage Grove	107th	N	9
Damen	Chicago	N	32
Damen	Harrison	N	27
Diversey	Leclaire	E	30
Diversey	Major	E	36
Diversey	Wolcott	W	32
East River Road	Berwyn	N	41
Foster	Avers	W	39
Fullerton	Rockwell	E	33
Garfield	Morgan	W	16
Grand	Long	SE	30
Halsted	Garfield	N	3
Halsted	43rd	N	11
Halsted	119th	N	34
Homan	Lake	N	28
Indiana	43rd	N	3
Higgins	Austin	E	45
Irving Park	Cumberland	E	36
Irving Park	Pulaski	E	35
Jackson	Lavergne	E	28

Street at	Intersection	Direction	Ward
Jackson	Lockwood	E	29
Kedzie	61st	N	14
King Drive	75th	S	6
King Drive	82nd	N	6
Lake Park	Hyde Park	N	4
Lake Park	40th	N	4
Lake Shore Drive	Schiller	S	43
Lake Shore Drive	Stratford	N	44
LaSalle	Burton	S	42
Madison	Keeler	E	28
Marine	Gordon Terrace	S	46
Michigan	Cullerton	N	1
Milwaukee	Lawrence	NW	45
Milwaukee	Montrose	NW	45
Montrose	Western	E	47
Morse	Lakewood	E	49
Pearson	DeWitt	W	42
Pulaski	North	S	31
Roosevelt	Kedzie	W	24
Roosevelt	Pulaski	W	24
Sheridan	Morse	N	49
Sheridan	4242 N.	S	46
South Shore	72nd	N	5
South Shore	77th	N	7
Stony Island	59th	N	5
Stony Island	69th	N	5
Stony Island	76th	S	6
Stony Island	83rd	N	8
Talcott	7435 W.	NW	41
Western	Belden	S	33
Western	LeMoyne	N	26
Western	North	N	26
Western	Hollywood	S	40
Western	S. of 18th	N	25
Western	35th	S	12
Western	51st	S	14
Western	64th	N	15
Western	71st	N	15

Street at	Intersection	Direction	Ward
Western	103rd	N	19
16th	Pulaski	E	24
26th	Kildare	E	22
31st	State	W	2
43rd	Princeton	W	11
63rd	King Drive	W	20
69th	Wentworth	W	17
87th	Halsted	W	21
93rd	Oglesby	E	7
95th	Ashland	E	21
100th	Paxton	W	10
120th	Laflin	W	34

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelters.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelters.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelters.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

AUTHORITY GRANTED FOR ESTABLISHMENT OF TAXICAB STAND 566 ON PORTION OF NORTH WELLS STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 8, 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 August 28, 1986) for the establishment of Taxicab Stand No. 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 -- 3 taxicabs, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by voice vote, 9 members of the committee being present.

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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. 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. 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 point 60 feet north thereof -- 3 taxicabs.

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 ESTABLISHMENT OF BUS STAND ON PORTION OF SOUTH FRANKLIN STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 8, 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 August 28, 1986) for the establishment of 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, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by voice vote, 9 members of the committee being present.

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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a bus stand upon the following public way in the area indicated:

Public Way	Area
South Franklin Street (east curb)	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 -- 1 double decker bus.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus 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 27-363 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.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONE ON PORTION OF WEST 32ND STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to establish a loading zone on the north side of West 32nd Street from the first alley west of South May Street to a point 50 feet west thereof, 15 minutes, from 9:00 A.M. to 6:00 P.M. on Mondays through Fridays, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ONE WAY TRAFFIC RESTRICTION ON PORTION OF WEST 49TH STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction of West 49th Street from South Pulaski Road to South Archer Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF PARKING METER AREA ON PORTION OF NORTH ROCKWELL STREET.

Alderman O'Connor (40th Ward) presented a proposed order for the establishment of a parking meter area on both sides on North Rockwell Street between West Leland Avenue and West Wilson Avenue from 7:00 A.M. to 7:00 P.M. on Mondays through Saturdays, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING AT ALL TIMES ON PORTION OF WEST ARMITAGE AVENUE.

Alderman Hagopian (30th Ward) presented a proposed ordinance to limit the parking of vehicles to two hour periods on both sides of West Armitage Avenue from 4800 through 4850, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location and Distance
BLOOM (5th Ward)	South Ellis Avenue (south side) from a point 190 feet south of East 56th Street to a point 90 feet south thereof;
	East 57th Street (south side) from a point 259 feet west of South Ellis Avenue to a point 50 feet west thereof;

Alderman	Location and Distance
	East 58th Street (north side) from a point 130 feet east of South Drexel Avenue to a point 25 feet east thereof;
	East 58th Street (north side) from a point 298 feet east of South Drexel Avenue to a point 25 feet east thereof;
HUELS for VRDOLYAK (10th Ward)	South Constance Avenue (east side) at 9041 (except for handicapped);
HUELS (11th Ward)	South Aberdeen Street at 3229 (except for handicapped);
	South Lowe Avenue (east side) at 3751 (except for handicapped);
	South Wells Street at 4147 (except for handicapped);
KRYSTYNIAK (23rd Ward)	South Leclaire Avenue (west side) at 4736 (except for handicapped);
D. DAVIS (29th Ward)	North Parkside Avenue at 307 (except for handicapped);
GILES (37th Ward)	North Lockwood Avenue at 651 (except for handicapped);
CULLERTON (38th Ward)	West Melrose Street at 5359 (except for handicapped);
	West Pensacola Avenue at 5714 (except for handicapped);
	North Rutherford Avenue at 3215 (except for handicapped);
O'CONNOR (40th Ward)	West Summerdale Avenue (north side) at 2156 (except for handicapped);
STONE (50th Ward)	North Washtenaw Avenue alongside 2701 West Jarlath Avenue.

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
KRYSTYNIAK (23rd Ward)	West 49th Street (both sides) from South Harding Avenue to the first alley west thereof -- 8:00 A.M. to 9:00 P.M. on Mondays through Fridays, and from 8:00 A.M. to 6:00 P.M. on Saturdays.
SCHULTER (47th Ward)	North Hamilton Avenue (both sides) at 4800 from West Lawrence Avenue to West Ainslie Street;
	North Oakley Avenue (both sides) at 4800 from West Lawrence Avenue to West Ainslie Street.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL PARKING ON PORTION OF WEST MONTANA STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to designate the south side of West Montana Street from a point 20 feet east of North Ashland Avenue to a point 55 feet east thereof 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 PALATINE AVENUE.

Alderman Pucinski (41st Ward) presented a proposed order to establish diagonal parking on the north side of West Palatine Avenue from North Nagle Avenue to the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish "Tow- Away Zones" at the locations designated for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
KRYSTYNIAK (23rd Ward)	South Archer Avenue (north side) between South Kostner Avenue and South Kenneth Avenue -- at all times;
	South Austin Avenue (west side) from West 52nd Street to the first alley south thereof -- at all times;
	West 49th Street (south side) between South Harding Avenue and South Springfield Avenue -- at all times.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT SUNDRY LOCATIONS.

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
BEAVERS (7th Ward)	East 78th Street (one-way/westerly) and South Kingston Avenue (one-way/southerly) -- "Stop";
SHEAHAN (19th Ward)	South Talman Avenue and West 105th Street -- "4-Way Stop";
	South Talman Avenue and West 104th Street -- "4-Way Stop";
GARCIA (22nd Ward)	West 30th Street and South Harding Avenue -- "2-Way Stop";
	West 32nd Street and South Lawndale Avenue -- "2-Way Stop";
	West 30th Street and South Kostner Avenue -- "2-Way Stop";

Alderman	Location and Type of Sign
KRYSTYNIAK (23rd Ward)	South Kilpatrick Avenue at the intersection of West 48th Street -- "Stop";
	West 53rd Street at the intersection of South Keating Avenue -- "Stop";
	South Leclaire Avenue at the intersection of West 51st Street -- "Stop";
	South Knox Avenue at the intersection of West 48th Street -- "Stop";
CULLERTON (38th Ward)	West Giddings Street and North Narragansett Avenue -- "All-Way Stop";
	West Addison Street (both sides) west of North Central Avenue -- "Pedestrian Crossing";
	West Newport Avenue (one-way street/easterly) at the intersection of North Mobile Avenue -- "Stop";
	West Eastwood and North Narragansett Avenues -- "All-Way Stop";
PUCINSKI (41st Ward)	North Oshkosh Avenue, North Oriole Avenue and West Pratt Avenue -- "3-Way Stop";
	North Hiawatha Avenue and North Loieta Avenue -- "4-Way Stop";
	The alley located at North Jean Avenue and North Lehigh Avenue -- "No Outlet";
	North Oliphant Avenue and West Pratt Avenue -- "3-Way Stop";
ORBACH (46th Ward)	West Wilson Avenue at 800 -- "Driveway Entrance" and North Hazel Street at 4555 -- "Driveway Exit".

2. *ZONING ORDINANCE AMENDMENTS.*

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREA.

Alderman Huels (11th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning,* as follows:

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by

a line 377.06 feet south of and parallel to West 33rd Street; the center line of South Normal Avenue; a line 652.06 feet south of and parallel to West 33rd Street; and the center line of the alley west of and parallel to South Normal Avenue.

3. *CLAIMS.*

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented fifteen 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
BLOOM (5th Ward)	Promontory Apartments Trust;
	75th on The Lake Home Owners Association;
	Paxton Arms Condominium Association;
SAWYER (6th Ward)	8343-8345 South King Drive Condominium Association;
SANTIAGO (31st Ward)	Manuel Velez;
BANKS (36th Ward)	Palmer Courts;
CULLERTON (38th Ward)	Maryville Condominium Homeowners Association;
ORBACH (46th Ward)	3750 North Lake Shore Drive, Incorporated;

Alderman	Claimant
	Park Harbor Condominium Association;
	4300 North Marine Drive Condominium Association;
SCHULTER (47th Ward)	Silent Cooperative;
VOLINI (48th Ward)	Malibu Condominium Association;
	1407-1409 West Elmdale Condominium Association;
	East Point Condominium;
	4880 Marine Drive Condominium.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- GRANT OF PRIVILEGE TO GEORGE BLAKEMORE.

A proposed ordinance granting permission and authority to George Blakemore, to occupy a portion of the subsurface public right of way at the corner of East Randolph Street and North Michigan Avenue connecting with the Illinois Central Station adjacent to the premises at 150 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SAWYER (6th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO MRS. HATTIE P. MUSE ON OCCASION OF HER 75TH BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Hattie P. Muse, nee Porter was born in Hollysprings, Mississippi, on October 11, 1911 to Pearl and Eugene Porter; and

WHEREAS, Hattie was one of four girls and two brothers; and

WHEREAS, Hattie Porter was united in holy matrimony to Elliott Muse, now deceased and to this union, three children were born; namely Madison, Christine and Elliott; and

WHEREAS, Hattie is the grandmother of eight grandchildren and the great grandmother of three children; and

WHEREAS, Hattie is a retired factory worker from International Harvester who served faithfully with the Chicago Board of Education after her retirement from International Harvester after thirty years of employment; and

WHEREAS, Hattie has been a faithful community worker, residing in the City of Chicago for over fifty years and as a resident of the 6th Ward for 25 years; and

WHEREAS, Hattie's three children are all successful adults, having earned their primary and secondary education in Chicago Public Schools and obtaining their higher education degrees from the University of Illinois; and

WHEREAS, Hattie has provided care, support and love for all her family and friends these many years; and

WHEREAS, Hattie P. Muse is celebrating her 75th birthday on October 11, 1986; and

WHEREAS, All who know her and love her wish her many, many more years of good health; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 8th day of September, 1986, do hereby congratulate Hattie P. Muse on her 75th birthday, sending best wishes to this outstanding and highly energetic woman on her birthday.

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

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred -- MAYOR AND DEPARTMENT OF FINANCE PETITIONED TO INCREASE MINORITY PARTICIPATION IN CITY'S BOND ISSUE TRANSACTIONS.

A proposed resolution to petition the Mayor and the Department of Finance of the City of Chicago to create a program for a graduated increase of minority participation in programs involving City of Chicago bond issues and similar financial transactions, which was *Referred to the Committee on Finance.*

Referred -- PROPOSED HEARINGS TO PROCESS PENDINGS COMPLAINTS OF ILLEGAL ZONING USES IN NINTH WARD.

Also, a proposed resolution to petition the City Corporation Counsel and the Department of Zoning to schedule hearings for acting upon the illegal zoning uses within the Roseland Business District, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- GRANTING OF PERMISSION TO SOUTH CHICAGO CHAMBER OF COMMERCE TO HOLD STREET CARNIVAL ON PORTION OF EAST 91ST STREET.

A proposed order requesting the Commissioner of Public Works to grant permission to the South Chicago Chamber of Commerce to hold a carnival and street fair on East 91st Street between South Commercial and South Exchange Avenues for the period of September 18 through September 28, 1986 in conjunction with the Sesquicentennial Celebration, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC PORTION OF SOUTH COMMERCIAL AVENUE FOR CELEBRATION.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the South Chicago Chamber of Commerce to close to traffic South Commercial Avenue between East 92nd Street and South Chicago Avenue for the period of September 20 through September 28, 1986 to hold a Sesquicentennial Celebration of Ethnic Days, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN HUELS (11th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF PORTION OF WEST 30TH STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of that part of West 30th Street lying between the east line of South Canal Street and the west line of the public alley 100 feet east of South Canal Street for (No. 28-11-86-1100); 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, the foregoing proposed order was *Passed*.

Referred -- ISSUANCE OF PERMIT TO CLOSE TO TRAFFIC PORTION OF SOUTH HERMITAGE AVENUE FOR CHURCH CARNIVAL.

Also, a proposed order for issuance of a permit to Our Lady of Good Council Church, c/o Reverend Martin O'Donovan, to close to traffic South Hermitage Avenue from West 35th Street to West 36th Street for the period of September 9 through September 14, 1986 to hold a Church Carnival, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

Referred -- GRANT OF PRIVILEGE TO LITTON PRECISION GEAR.

A proposed ordinance to grant permission and authority to Litton Precision Gear, to construct, maintain and use one manhole adjacent to its property at 4535-4549 South Western Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN KELLAM (18th Ward):

Referred -- CONSTRUCTION OF DEPRESSED-TYPE CURB AND GUTTER AT SOUTH HAMLIN AVENUE AND WEST 83RD PLACE.

A proposed order authorizing the Commissioner of Public Works to consider the construction of a "Depressed-Type Curb and Gutter" in lieu of the standard street curb and gutter on South Hamlin Avenue and West 83rd Place, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN GARCIA (22nd Ward) and ALDERMAN SOLIZ (25th Ward):

SEPTEMBER 12 TO 19, 1986 PROCLAIMED AS "MEXICAN INDEPENDENCE WEEK IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, In honor of those heroes who died to bring democracy and liberty to the People of Mexico -- Don Miguel Hidalgo y Costilla, Jose Maria Morelos y Pavon, Vincente Guerrero, Ignacio Jose de Allende, Ignacio Aldama, Josefa Ortiz de Domiguez, Francisco Javier Mena, Jose Mariano Abasolo, Agustin de Iturbide, Andres Quintana Roo, Mariano Matamoros, Nicolas Bravo, Pablo Galeana, Juan Aldama, and Ignacio Lopez Rayon; and

WHEREAS, On the 15th of September, 1810, the Mexican people responded to "The Call" for independence of Father Miguel Hidalgo y Costilla, with blood and valor; and

WHEREAS, The example of liberty and sacrifice for the obtainment of freedom by Father Hidalgo and the independence fighters has been imbued in the spirit of all Mexicans; and

WHEREAS, The patriotism of Francisco Villa, Emiliano Zapata, and the men and women who fought for freedom and equality in the Revolution of 1910 reaffirmed the democratic soul of the Mexican nation; and

WHEREAS, The Mexican-American community has contributed to the City of Chicago that revolutionary spirit of the struggle for social justice and fairness; and

WHEREAS, Those contributions encompass the arts, business professions, and government from whence the City of Chicago has been enriched culturally and economically; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council in meeting assembled this the 8th day of September, 1986, do hereby proclaim September 12 to September 19, 1986, to be Mexican Independence Week In Chicago and encourage all the residents of this City to unite with the Mexican Community in the festivities arranged to commemorate their nations's victorious fight for freedom. VIVA MEXICO!

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, seconded by Aldermen Soliz, Beavers and Gutierrez, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

Referred -- APPROVAL OF PLAT OF RESUBDIVISION ON PORTION OF SOUTH NOTTINGHAM AVENUE.

A proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions to approve a plat of resubdivision being the south 61 feet on the west side of South Nottingham Avenue and located 179.1 feet south of the south line of West 58th Street, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HENRY (24th Ward):

TRIBUTE TO LATE MRS. ZONA MAE PIPER.

A proposed resolution reading as follows:

WHEREAS, God the Almighty in His Infinite Wisdom has called to her eternal reward Mrs. Zona Mae Piper, September 6, 1986; and

WHEREAS, Mrs. Piper, a native of Monroe, Louisiana, lived many years in the City of Chicago, where as the wife of Reverend Floyd Piper and the mother of Dr. Fredessa Piper, she was the First Lady of his First Baptist Church, 4220 W. 18th Street, in our great City of Chicago; and

WHEREAS, Mrs. Piper was a solid foundation in the religious community of our great West Side. She was friend and helper of community leaders, businessmen, precinct captains, volunteers and religious leaders as well. At the First Baptist Church, she organized and served as president of the Ministers, Deacons and Trustees Wives Council. She was highly active in the Baptist Pastors' Wives Fellowship of Chicago and Vicinity, Illinois Baptist Convention, Northwood River Baptist Association, and National Baptist Convention of America; and

WHEREAS, Along with her innumerable contributions to her community, Mrs. Piper was an outstanding wife, the devoted mother of twelve children, and leaves also a host of loving grandchildren, nephews, nieces and many, many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 8th day of September, 1986, A.D., do hereby express our deepest sorrow on the passing of Mrs. Zona Mae Piper, and extend to the Reverend Floyd P. Piper and his wonderful family and congregation our most profound words of sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Reverend Floyd P. Piper and family.

Alderman Henry 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 Henry, seconded by Aldermen D. Davis and Smith, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST CHESTNUT STREET FOR RECREATIONAL PURPOSES.

A proposed order requesting the Commissioner of Public Works to grant permission to Gary Levin, to close to traffic the 1500 block of West Chestnut Street for the period of September 15 through September 17, 1986 for recreational purposes only, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN GILES (37th Ward):

Referred -- GRANTING OF PERMISSION TO HOLD NEIGHBORHOOD FESTIVAL WEST ON PORTION OF NORTH LAVERGNE AVENUE.

A proposed order requesting the Commissioner of Public Works to grant permission to Alderman Percy Giles to close to traffic the 1300 block of North Lavergne Avenue for the period of September 3 through September 7, 1986, to hold the Neighborhood Festival West, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN LAURINO (39th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF PORTION OF NORTH LANDERS AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation for the southerly 66.0 feet of that part of North Landers Avenue located west of the intersection of North LaCrosse Avenue for Irving and Pat Urbabel (No. 4-39-86-1098); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Laurino, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO VITO MARZULLO ON OCCASION OF HIS 89TH BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Vito Marzullo, retired Alderman of the twenty-fifth ward and Dean of the City Council of the City of Chicago, has devoted his life to the people of the City of Chicago since 1919 when he was first appointed to public office as Precinct Captain; and

WHEREAS, Vito Marzullo has served in public life during the administration of nine mayors -- Thompson, Dever, Cermak, Kelly, Kennely, Daley, Bilandic, Byrne, and Washington; and

WHEREAS, On September 10, 1986, Vito Marzullo will celebrate his 89th birthday; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby commemorate Vito Marzullo on the occasion of his 89th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Vito Marzullo.

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 -- ESTABLISHMENT OF TAXICAB STAND 567 ON PORTION OF NORTH DEARBORN STREET.

Also, a proposed ordinance to establish taxicab stand 567 on North Dearborn Street, along the west curb beginning at a point 214 feet south of the property line of West Kinzie Street extending 80 feet south thereof for four taxicabs, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS TO SPECIFIED ORGANIZATIONS.

Also, two 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 Company, U/T 62451 -- to construct, maintain and use one grease basin below grade on the North Orleans Street side of its property at 325 West Huron Street;

Chalet on the Gold Coast -- to occupy a portion of the public right-of-way adjacent to its property at 40 East Delaware Place for use as a sidewalk cafe.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER 27, SECTION 27-317A CONCERNING RESIDENT PERMIT PARKING SIGNS.

Also, a proposed ordinance to amend Chapter 27, Section 27-317a of the Chicago Municipal Code authorizing the erection of resident permit parking signs on residential streets in R1, R2, R3 and R5 zoning districts, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED STREETS FOR FIFTH ANNUAL WATER TOWER BALL.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Chicago Convention and Visitors Bureau, Incorporated, at McCormick Place on the Lake to close to traffic East Chicago Avenue and East Pearson Street between North Michigan Avenue and North Rush Street and also Little Michigan Avenue from 4:00 P.M. on Saturday, October 4, to 6:00 A.M. on Monday, October 6, 1986, to hold the Fifth Annual Water Tower Ball, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC PORTION OF EAST HURON STREET FOR PETIT VILLAGE FAIR.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to "Savoir Faire" Incorporated, to close to traffic East Huron Street between North Rush Street and North Wabash Avenue to hold the Petit Village Fair for the period of October 2 through October 5, 1986, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF NORTH STATE STREET AND NORTH GOETHE STREET FOR 60TH ANNIVERSARY OF OMNI AMBASSADOR EAST BENEFIT.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Sheila King Public Relations, Incorporated, c/o Elise Rosenfeldt to close to traffic North State Street between Goethe Street and North Avenue and also West Goethe Street between North State Parkway and North Astor Street on Saturday, October 18, 1986 from 6:00 A.M. to 6:00 P.M. to hold the 60th Anniversary of Omni Ambassador East for the benefit of the Lake Shore Animal Foundation, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST WALTON STREET FOR BUGHOUSE SQUARE DEBATES.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to The Newberry Library, c/o Terry Sullivan to close to traffic West Walton Street between North Dearborn Street and North Clark Street on September 6, 1986 to accommodate the public in conjunction with the Bughouse Square Debates, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred -- GRANTING OF PERMISSION FOR ERECTION OF FLOWER POTS AT 2200 NORTH CLARK STREET.

A proposed order requesting the Commissioner of Public Works to grant permission to Vicky Malliousfas for the erection of flower pots upon the right-of- way in front of the restaurant at 2200 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SCHULTER (47th Ward);

ANNUAL GENERAL VON STEUBEN PARADE TO BE HELD ON SEPTEMBER 20, 1986.

A proposed resolution reading as follows:

WHEREAS, The 21st annual General Von Steuben Parade will be presented on Dearborn Street in the Chicago Loop, September 20, 1986; and

WHEREAS, A three day festival will be held in Lincoln Square at Leland and Lincoln Avenues, on September 19th, 20th and 21st celebrating Chicago's German-American heritage; and

WHEREAS, The parade and festival create great days for all Chicagoans and particularly for the United German-American Societies of Greater Chicago, Incorporated, who sponsor these events; and

WHEREAS, The General Von Steuben Parade and Festival honor an internationally renowned leader and encourage participation of every segment of the Chicago area's varied ethnic community in joining this tribute to a gallant patriot who helped to preserve the cause of freedom; his birthday anniversary, also widely observed, is September 17; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 8th day of September, 1986, A.D., do hereby take cognizance of the symbolism and festivity of the great General Von Steuben Parade to be held in our great City, September 20, 1986; and festival to be held September 19, 20, and 21, 1986, and that we encourage all our citizens to participate in these outstanding and inspiring annual events.

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

Presented by

ALDERMAN ORR (49th 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 southwesterly 8 feet of the northwesterly- southeasterly 16-foot public alley adjoining the northeasterly right of line of the Chicago Transit Authority and located approximately 111 feet west of North Ashland Avenue in the area bounded by West Howard Street, North Ashland Avenue, North Rogers Avenue and the Chicago Transit Authority for the City of Chicago (Department of Public Works) No. 30-49-86-1099; said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Orr, the foregoing proposed order was *Passed*.

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 SOLIZ (25th Ward):

Archdiocese of Chicago -- for remodeling of building for a convent to be occupied by Sisters of Mercy on the premises known as 1629 S. Allport Street.

Young Men's Christian Association of Metropolitan Chicago -- for construction of a new Y.M.C.A. building on the premises known as 2122 S. Ashland Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BEAVERS (7th Ward):

Cardinal Joseph Bernadine/Immaculate Conception Convent, 8731 S. Exchange Avenue -- building inspection.

Cardinal Joseph Bernadine/Saint Bronislava Church, 8708 S. Colfax Avenue -- building inspection.

Saint Mary Magdalene Rectory, 8425 S. Saginaw Avenue -- building inspection.

BY ALDERMAN HAGOPIAN (30th Ward):

Medill Avenue Lutheran Church, 4917 W. Medill Avenue -- boiler inspection.

BY ALDERMAN KOTLARZ (35th Ward):

Polish American Congress, 5844 N. Milwaukee Avenue -- canopy inspection.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (August 28, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on August 28, 1986 at 10:00 A.M., signed by him as such City Clerk.

Alderman Roti moved to *Correct* said printed Official Journal as follows:

Page 33374 -- by deleting the address "2214-2224 West Cermak Road" appearing on the eighth and twelfth line from the top of the page and inserting the address "2214-2224 South Halsted Street" in lieu thereof.

The motion *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.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of August 28, 1986, pages 33318--33346, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by the reclassification of particular areas.

On motion of Alderman Gabinski, 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

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 33709 through 33716 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-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,

(Continued on page 33717)

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

ET SITE AREA Q. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAG
39.23	0.21	Uses permitted in the B7-6, General Central Business District	18.0	100%

ROSS SITE AREA = NET SITE AREA: plus area in public right-of-way.

3,643.23 = 9239.23 square feet (0.21 acres) + 4404.00 square feet (0.10 acres)

FF STREET PARKING AND LOADING CONTROLS

ff-street parking spaces: 0

ff-street loading berths: 0

AXIMUM FLOOR AREA RATIO: 18.0%

ET BACKS AND SITE COVERAGE

Minimum setbacks: 0

Maximum site coverage: 100%

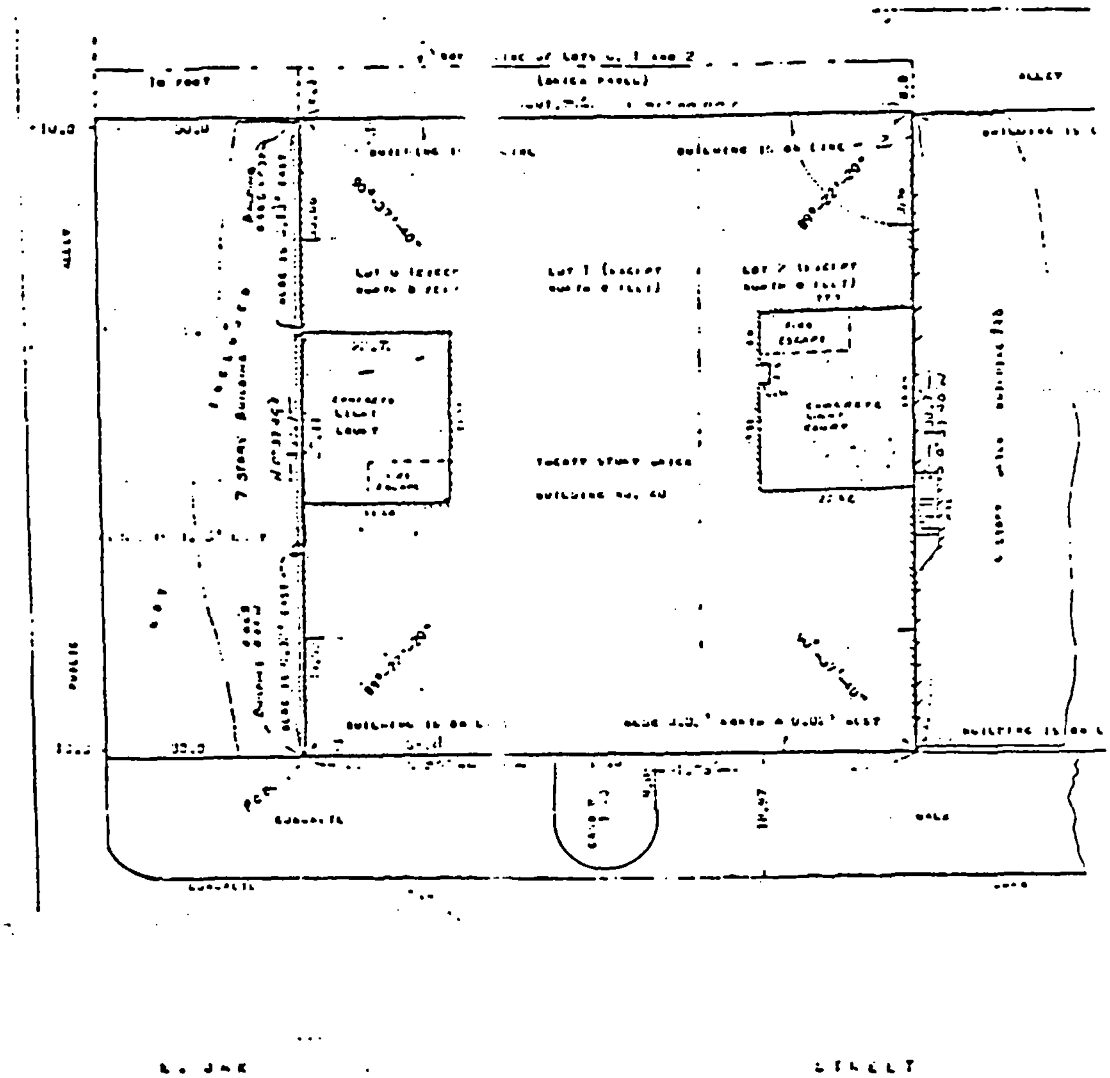
PPLICANT: 40 East Oak Apartments

DDRESS: 180 North LaSalle Street
Chicago, Illinois 60601

ATE: May 29, 1986
Revised: August 1, 1986
Revised: August 7, 1986

RESIDENTIAL-BUSINES PLANNED DEVELOPMENT NO. ____

FIGURE 1: Bour. ary and Property Line Map

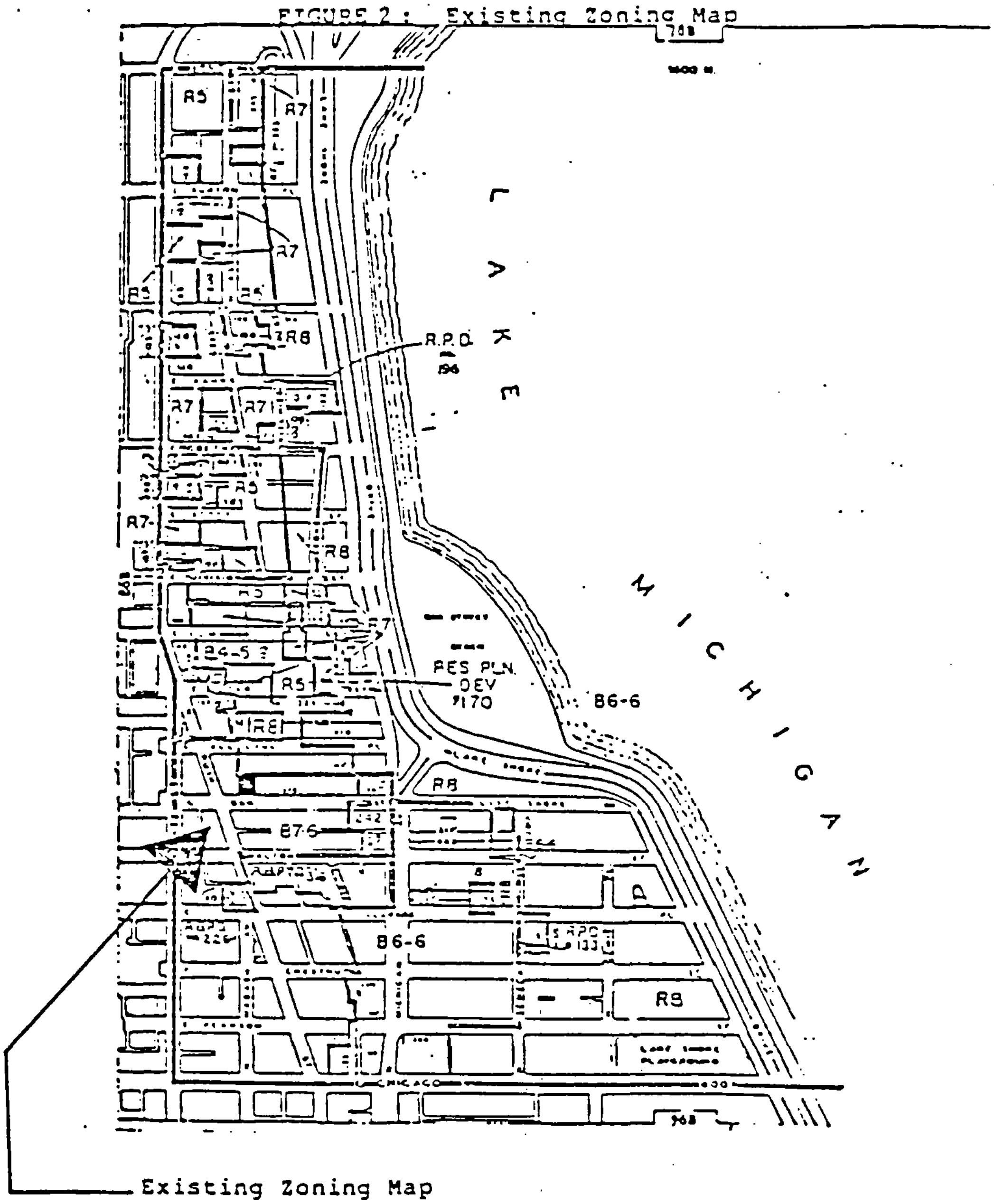


APPLICANT: 40 East Oak Apartments
180 North LaSalle Street
Chicago, Illinois 60601

DATE: May 29, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. ___

FIGURE 2 : Existing Zoning Map



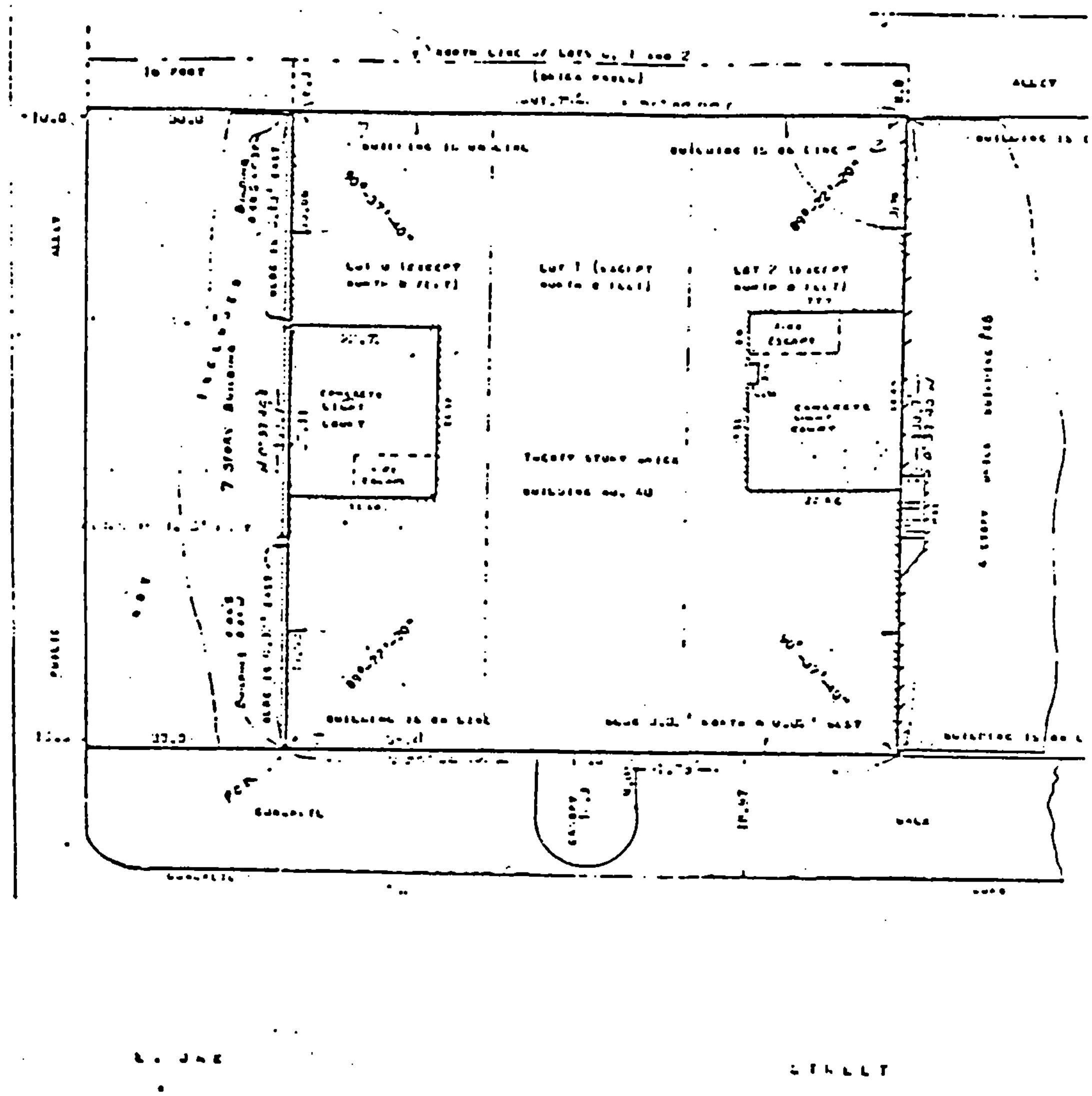
Existing Zoning Map

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

(Continued from page 33708)

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 33718 through 33726 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,

(Continued on page 33727)

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 satisifies 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 SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
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

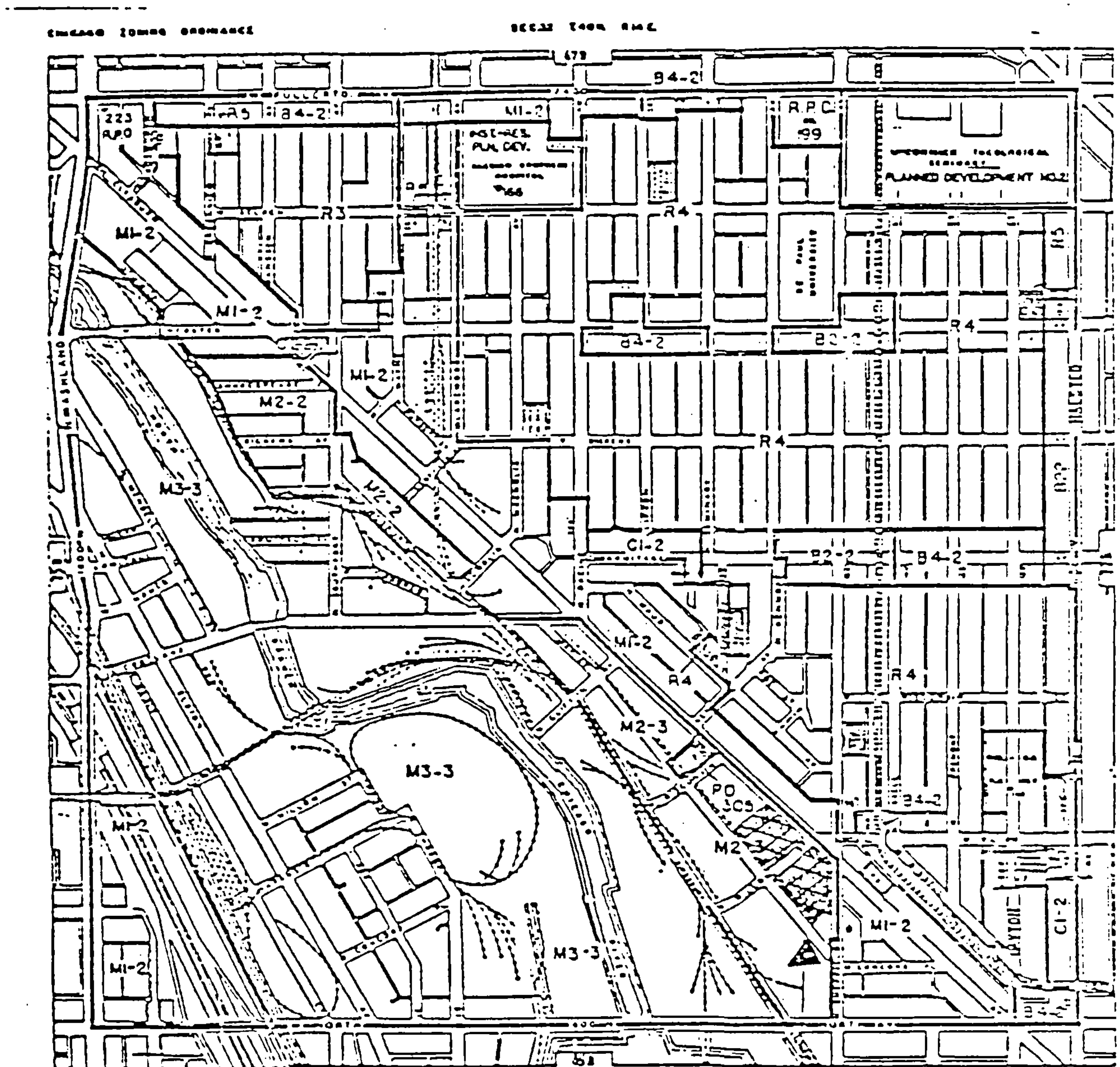
SETBACKS AND SITE COVERAGE

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

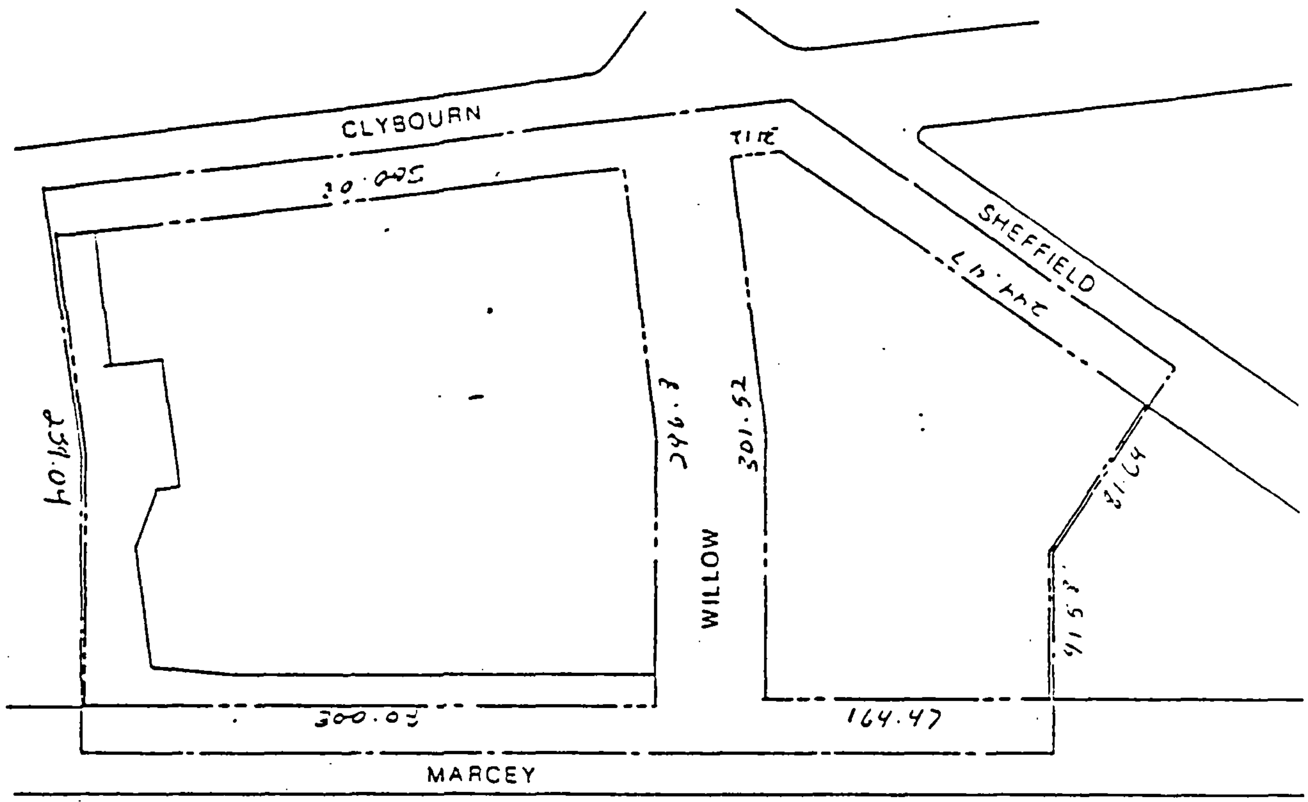


COMMERCIAL PLANNED DEVELOPMENT - EXISTING ZONING

APPLICANT: Horwitz-Matthews, Inc.
814 North Franklin
Chicago, Illinois 60610

DATE: May 29, 1986

COMMERCIAL PLANNED DEVELOPMENT NO. ________
BOUNDARY AND PROPERTY LINE MAP



LEGEND

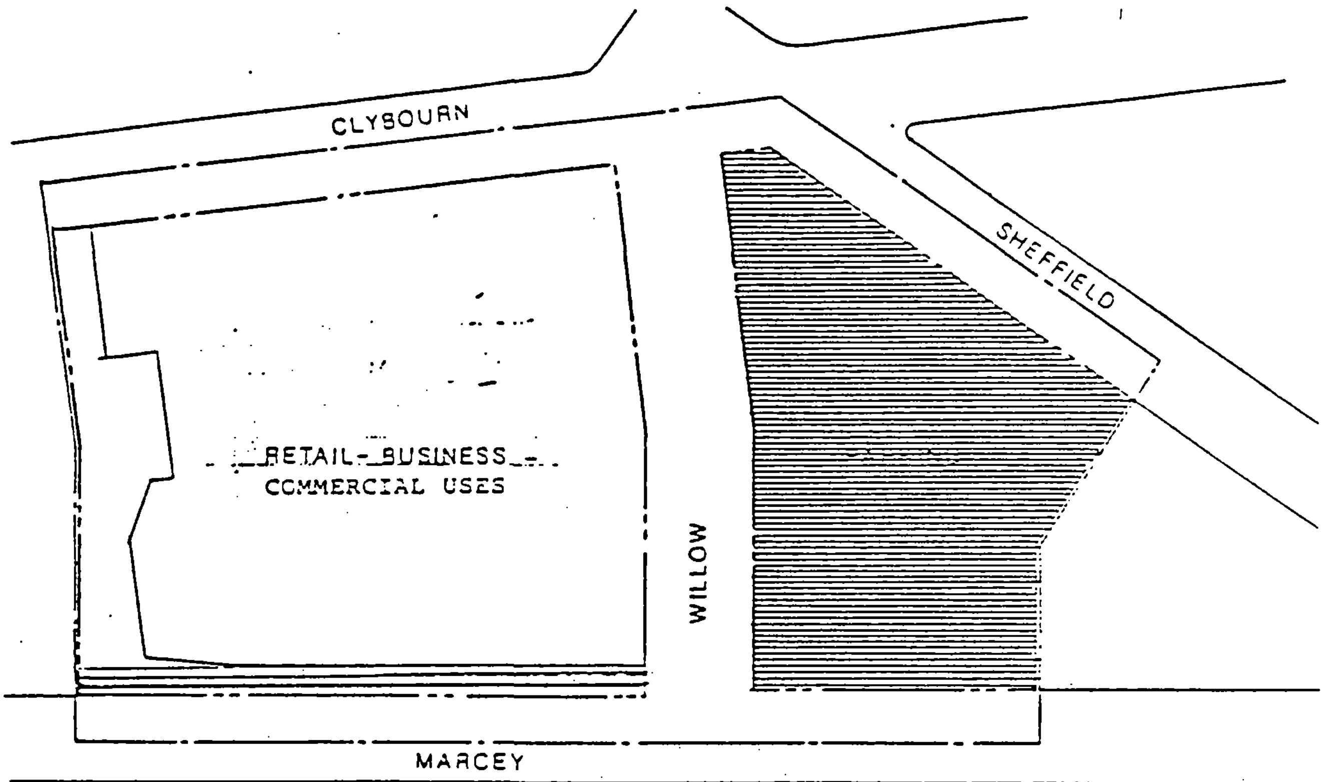
——··—— PROPERTY LINE

——-——-—— 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 33717)

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-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 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in area 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 33728 through 33733 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 Residence District symbols and indications as shown on Map No. 12-K in area bounded by

> the alley next north of 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.

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

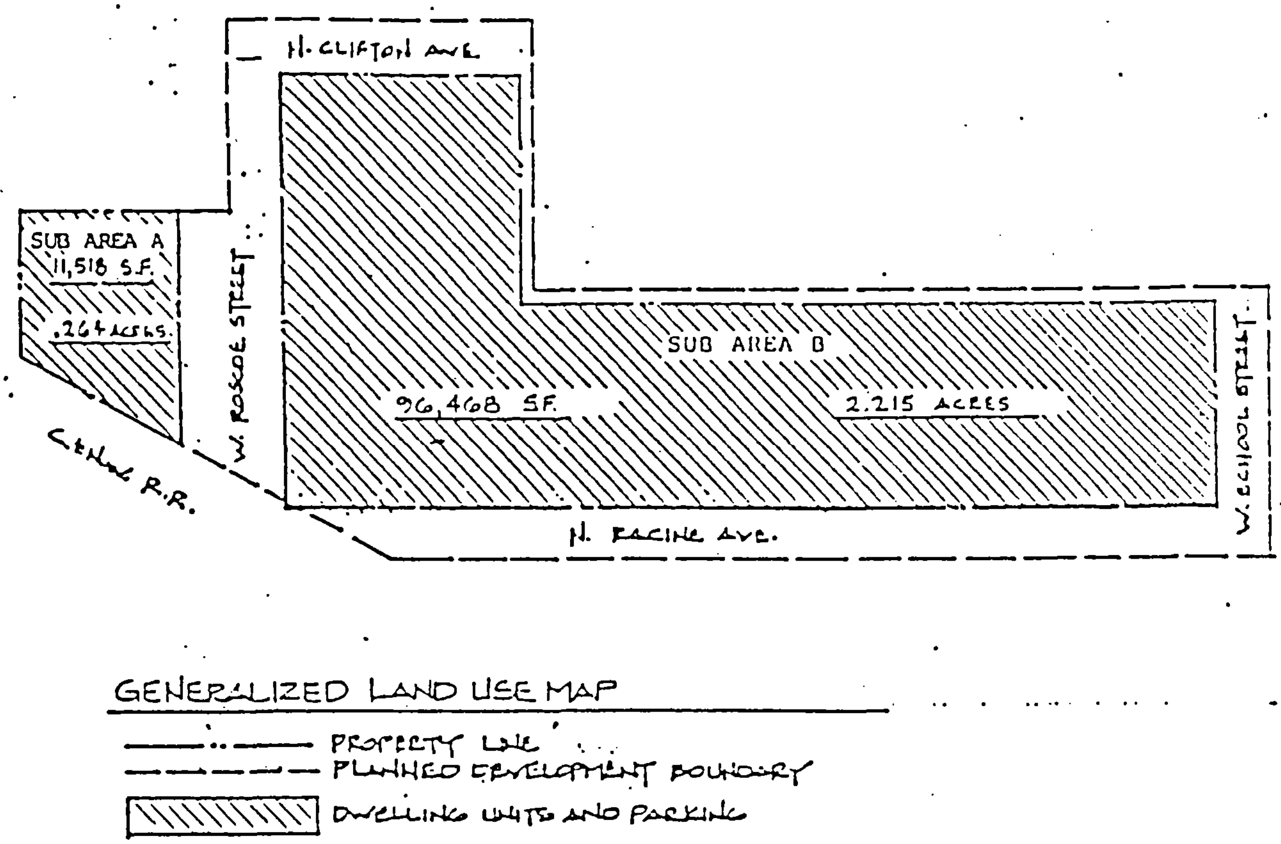
9. This Plan of Development is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established 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

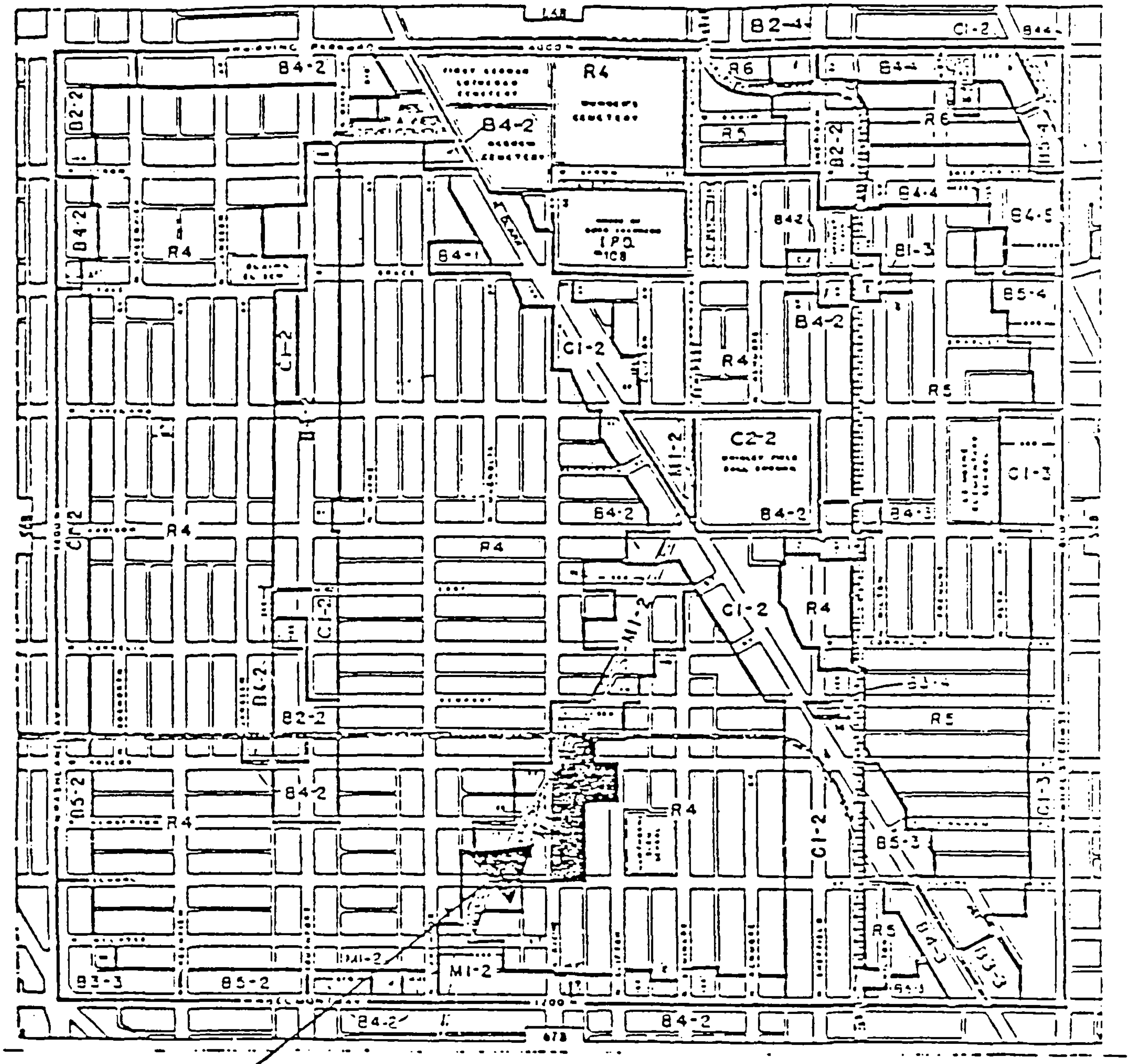


APPLICANT: Atlantis-Kenard Joint Venture
222 West Ontario
Chicago, IL 60610

DATE: May 30, 1986
Revised: July 17, 1986

RESIDENTIAL PLANNED DEVELOPMENT

FIGURE 2: Existing Zoning Map



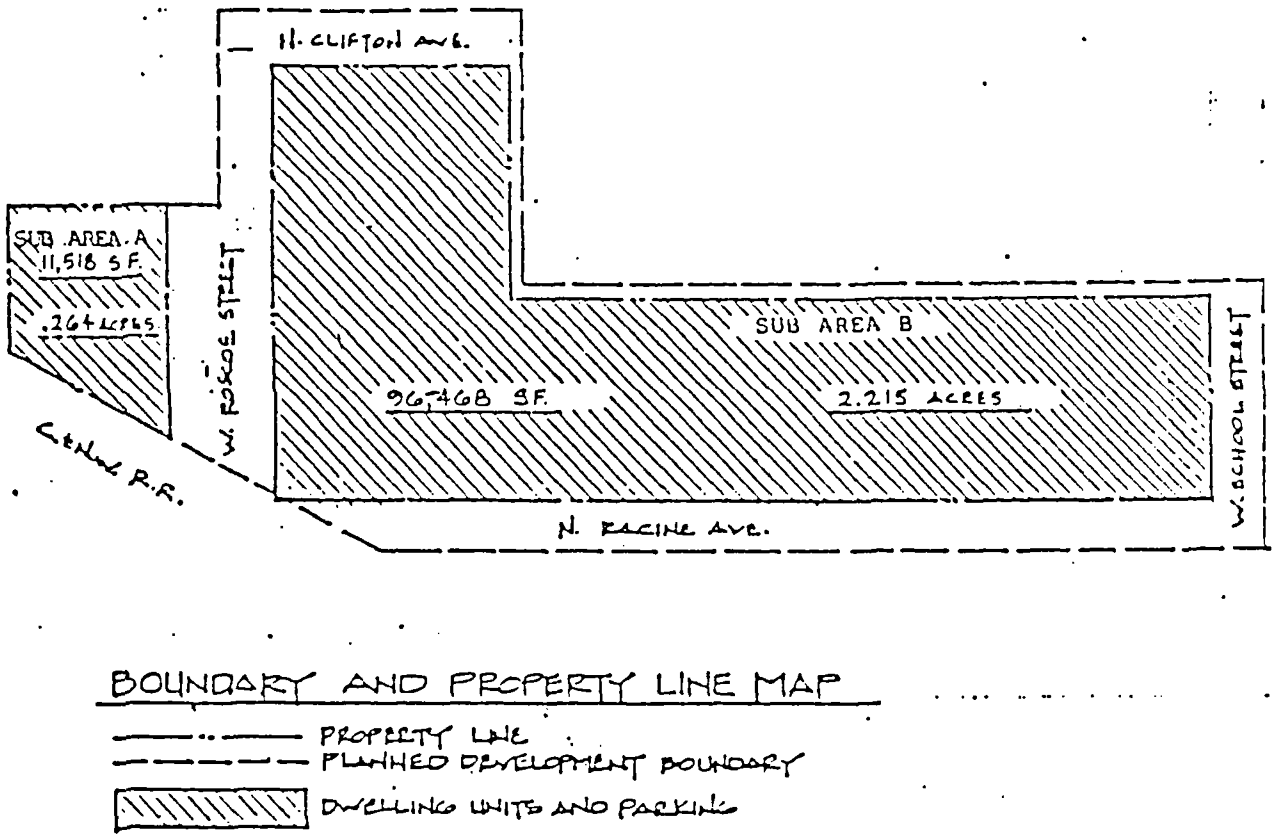
Existing Zoning Map

APPLICANT: Atlantis-Kenard Joint Venture
222 West Ontario
Chicago, IL 60610

DATE: May 30, 1986

RESIDENTIAL PLANNED DEVELOPMENT

FIGURE 1: BOUNDARY AND PROPERTY LINE MAP



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

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 and parallel to South Lavergne Avenue; the alley next south of and parallel to West 63rd Street; and South Lavergne Avenue,

to those of a 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.

AUTHORITY GRANTED TO AMEND CHICAGO ZONING ORDINANCE BY RECLASSIFICATION OF AREA SHOWN ON MAP NO. 3-F.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of Proceedings of August 28, 1986, pages 33319-33320, recommending that the City Council pass a proposed ordinance authorizing the amendment of the Chicago Zoning Ordinance by the reclassification of area shown on Map No. 3-F.

On motion of Alderman Gabinski, 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus 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. 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.

AUTHORITY GRANTED TO AMEND CHICAGO ZONING ORDINANCE BY RECLASSIFYING AREA SHOWN ON MAP NO. 7-F.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of August 28, 1986, pages 33346-33351 recommending that the City Council pass a proposed ordinance to amend the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 7-F.

On motion of Alderman Gabinski, 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-4 General Retail District, B4-4 Restricted Service District and B5-4 General Service District symbols and indications as shown on Map No. 7-F in the area bounded by

West Diversey Parkway; North Lehmann Court; a line 55 feet north of West Wrightwood Avenue; a line 163.5 feet west of North Lehmann 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 Avenue; 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.

AUTHORITY GRANTED TO AMEND CHICAGO ZONING ORDINANCE BY RECLASSIFYING AREA SHOWN ON MAP NO. 7-F.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of Proceedings of August 28, 1986, pages 33351-33352, recommending that the City Council pass a proposed ordinance to amend the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 7-F.

On motion of Alderman Gabinski, 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the 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.

AUTHORITY GRANTED TO AMEND CHICAGO ZONING ORDINANCE BY RECLASSIFYING VARIOUS AREAS SHOWN ON MAP NO. 7-F.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of August 28, 1986, pages 33352-33356 recommending that the City Council pass proposed ordinances to amend the Chicago Zoning Ordinance by reclassifying various areas shown on Map No. 7-F.

On motion of Alderman Gabinski, the 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

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 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.

AUTHORITY GRANTED TO AMEND CHICAGO ZONING ORDINANCE BY RECLASSIFYING PARTICULAR AREAS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of August 28, 1986, pages 33356-33368, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Gabinski, 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

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 roof 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 the 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 the 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 the 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.
[as Amended]

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 the 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 33748 through 33753 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-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.

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 it's 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 it's 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:

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 Aven
(0 feet on all other sides

APPLICANT: Department of Economic Development
City of Chicago

DATE:

BUSINESS PLANNED DEVELOPMENT NO.

EXISTING ZONING &
PREFERENTIAL
STREET SYSTEM

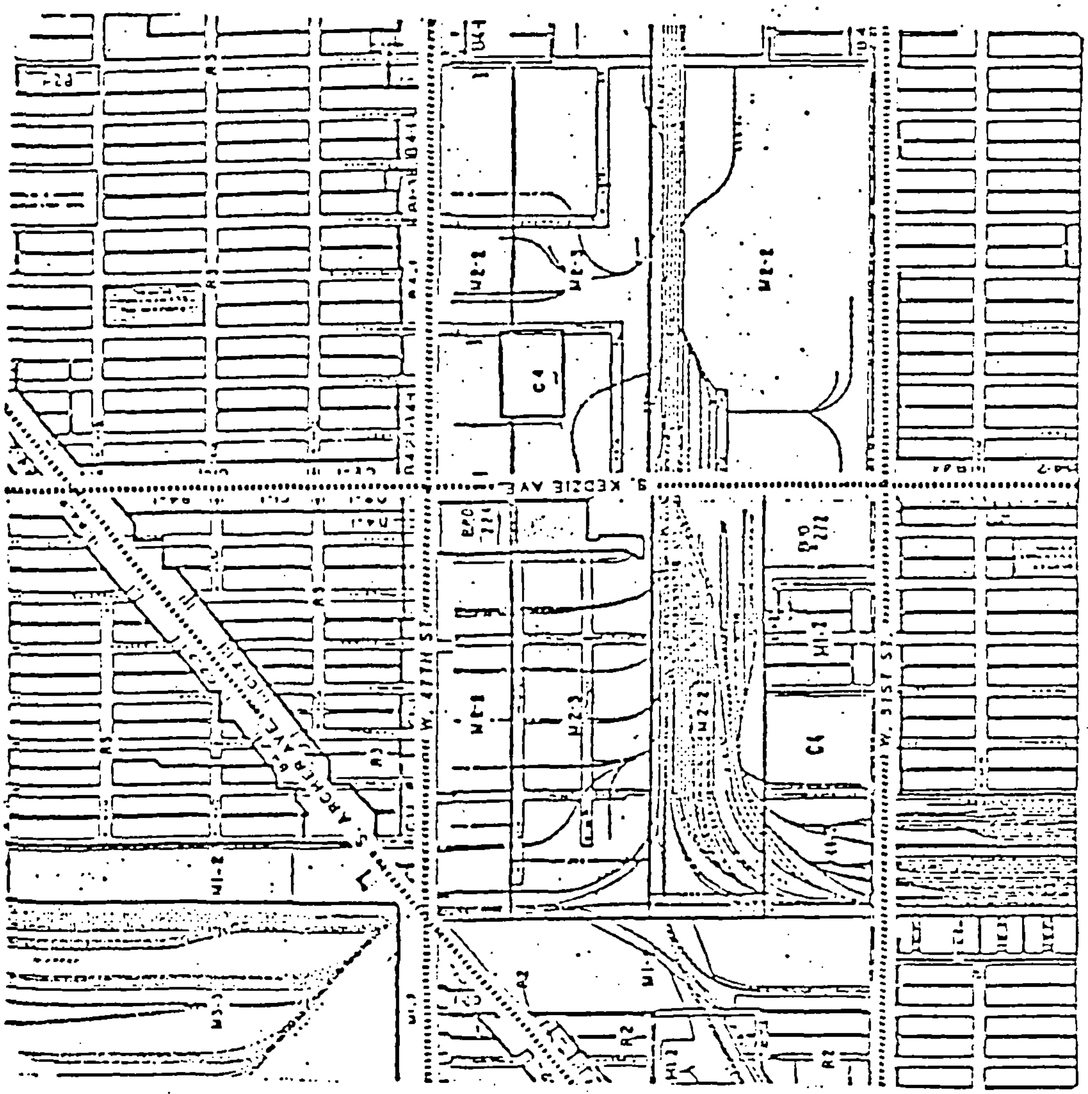
LEGEND

PROPOSED PLANNED DEVELOPMENT

PREFERENTIAL STREETS

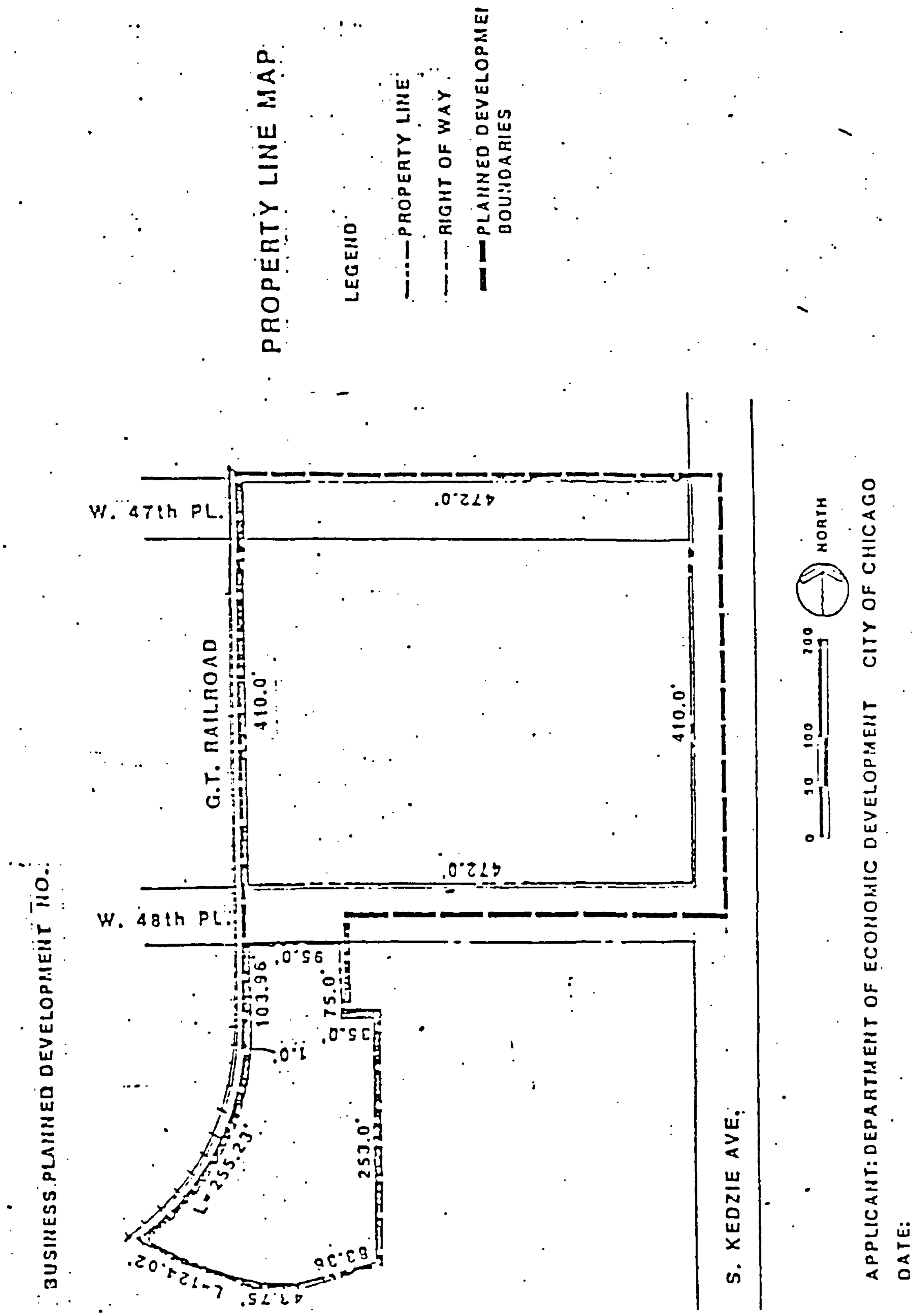
ZONING DISTRICT BOUNDARIES

SCHOOLS

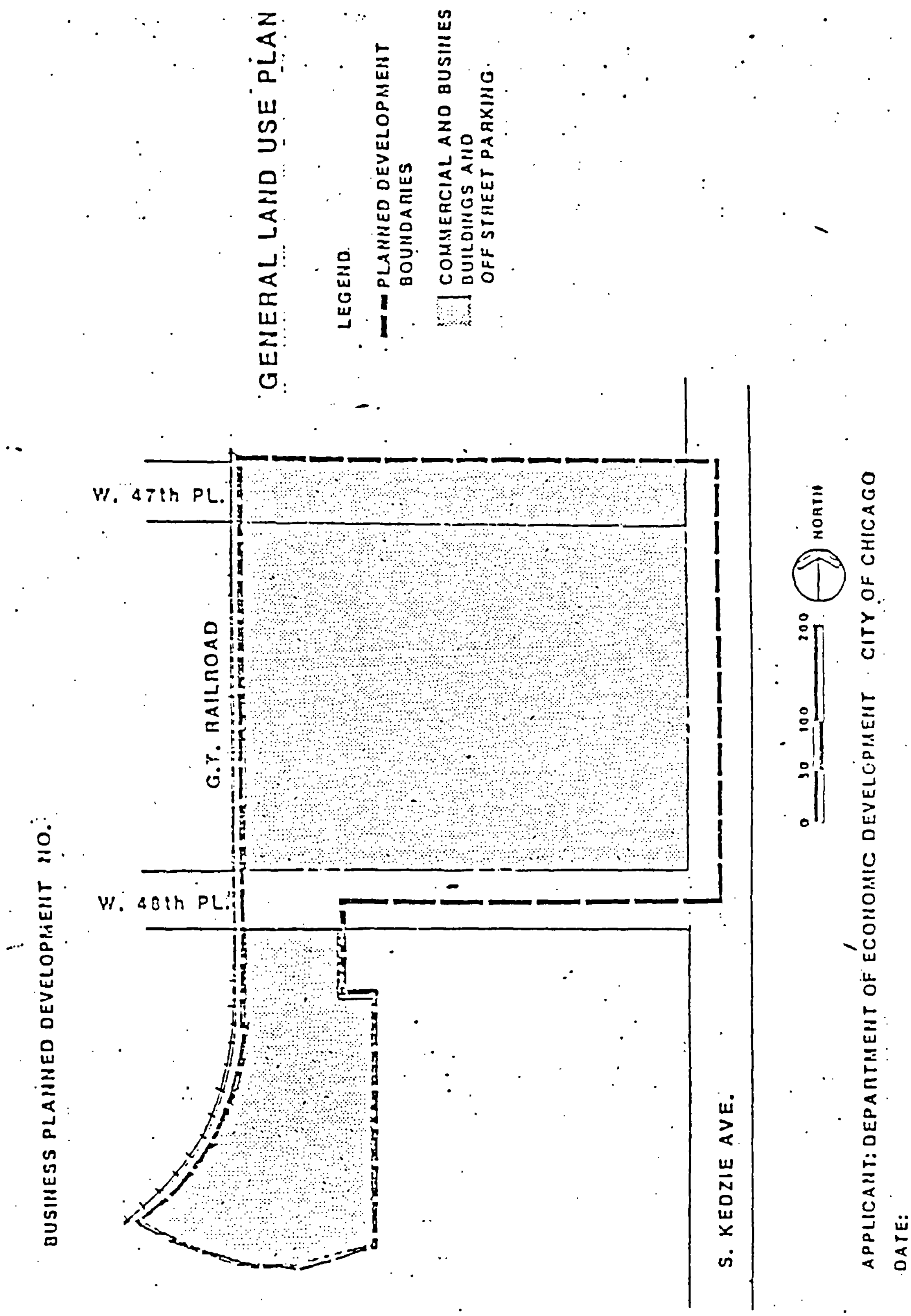


APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT CITY OF CHICAGO

DATE:



PROPERTY LINE MAP
LEGEND
PROPERTY LINE
RIGHT OF WAY
PLANNED DEVELOPME
BOUNDARIES
W. 47th PL.
W. 48th PL.
G.T. RAILROAD
472.0'
410.0'
410.0'
472.0'
95.0'
103.96
75.0'
35.0'
1.0'
253.0'
L=255.23'
63.36
47.75'
L=124.02'
S. KEDZIE AVE.
0 50 100 200
NORTH
CITY OF CHICAGO
APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT
DATE:
BUSINESS PLANNED DEVELOPMENT NO.


GENERAL LAND USE PLAN
LEGEND
PLANNED DEVELOPMENT BOUNDARIES
COMMERCIAL AND BUSINES BUILDINGS AND OFF STREET PARKING
W. 47th PL.
W. 48th PL.
G.T. RAILROAD
S. KEDZIE AVE.
0 50 100 200
NORTH
BUSINESS PLANNED DEVELOPMENT NO.
APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT CITY OF CHICAGO
DATE:

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 East 67th Street; the alley next east of and parallel to South Jeffery Avenue; a line 197 feet south of East 67th Street; and South 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.

AUTHORITY GRANTED TO AMEND THE CHICAGO ZONING ORDINANCE BY RECLASSIFYING THE AREA SHOWN ON MAP NO. 14-M.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of Proceedings of August 28, 1986, page 33360, recommending that the City Council pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 14-M.

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

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

Nays -- Alderman Bloom -- 1.

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

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

The following is said ordinance as passed:

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.

AUTHORITY GRANTED FOR AMENDMENT OF RESOLUTION CONCERNING EMPLOYEE BENEFITS AND COMPENSATION PLAN FOR EMPLOYEES.

On motion of Alderman Kelley, the City Council took up for consideration the report of the Committee on Committees, Rules and Appointments, deferred and published in the Journal of the Proceedings of August 28, 1986, pages 33118 thru 33133, recommending that the City Council pass a proposed resolution authorizing the amendment of a resolution concerning employee benefits and compensation plan for employees.

On motion of Alderman Kelley, 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

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] *satisfactorily* 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 continously 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 within 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 (P.R.) 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 absence 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 with the salary schedules and provisions for their 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.

Re-Referred -- SUPPLEMENTAL APPROPRIATION TO 1986 APPROPRIATION ORDINANCE.

On motion of Alderman Kelley, the City Council took up for consideration the report of the Committee on Committees, Rules and Appointments, deferred and published in the Journal of the Proceedings of August 28, 1986, pages 33099 through 33117, recommending that the City Council refer a proposed ordinance amending the 1986 Appropriation Ordinance to the Committee on the Budget.

Alderman Kelley moved to *Re-refer* the said proposed ordinance to the Committee on the Budget. The motion *Prevailed* 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Thereupon, the said proposed ordinance was *Re-referred to the Committee on the Budget.*

AUTHORITY GRANTED FOR AMENDMENT OF MUNICIPAL CODE BY ADDITION OF NEW CHAPTER 193.1 ENTITLED "RESIDENTIAL LANDLORD AND TENANT ORDINANCE".

On motion of Alderman Roti, the City Council took up for consideration the report of the Committee on Buildings, deferred and published in the Journal of the Proceedings of August 28, 1986, pages 33085-33099, recommending that the City Council pass a proposed substitute ordinance amending the Chicago Municipal Code by the addition of a new Chapter 193.1, entitled "Residential Landlord and Tenant Ordinance".

Alderman Orr presented the following amendments to the said proposed substitute ordinance by adding the words in italics and deleting the words that are bracketed:

Section 193.1-2 is hereby amended by inserting in proper numerical sequence the following:

(d) a dwelling unit that is occupied by a purchaser pursuant to a real estate purchase contract prior to the transfer of title to such property to such purchaser, or by a seller of property pursuant to a real estate purchase contract subsequent to the transfer of title from such seller:

(e) a dwelling unit occupied by an employee of a landlord whose right to occupancy is conditional upon employment in or about the premises; and

(f) a dwelling unit in a cooperative occupied by a holder of a proprietary lease.

Subsection 193.1-3 (f) is hereby amended as follows:

(f) "Rent" shall mean [the] *any* consideration, including any *payment,* bonus, benefit or gratuity, demanded or received by a landlord for or in connection with the use or 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 of any kind, or subletting.]

Subsection 193.1-3 (g) is hereby amended as follows:

(g) "Rental agreement" shall mean all written or oral agreements embodying the terms and conditions concerning the use and occupancy of a dwelling unit *by a tenant.*

Section 193.1-5 is hereby amended as follows:

The landlord may enter only at reasonable times *except in case of an emergency.* An entry between 8:00 A.M. and 8:00 P.M. *or at any other time expressly requested by the tenant* shall be presumed reasonable.

Section 193.1-6 is hereby amended as follows:

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated *unreasonable* 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] *pursuant to section 193.1-11 (a).* In each case, the tenant may recover an amount equal to not more than [two] *one* months' rent or [twice] the damage sustained by him, whichever is greater, and reasonable attorneys' fees.

Section 193.1-8 is hereby amended as follows:

193.1-8. Security Deposits. (a) A landlord shall hold all security deposits received by him in [an] *a federally insured interest bearing account in* [an insured] *a* bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit *and interest due thereon* 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 successor 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] *after the effective date of this chapter shall* 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] *45* days [of] *after* 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 *or interest due thereon* for the following:

(1) any unpaid rent which has not been paid 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] *deliver or mail to the last known address of 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 *or a certification of actual costs for repairs of damage if the work was performed by the landlord's employees* 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] *successor landlord* 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] *successor landlord* to the tenant for such security deposit or prepaid rent. The [transferee] *successor landlord* shall within ten days from the date of said transfer, notify the tenant who made such security deposit *by delivering or mailing to the tenant's last known address* that such security deposit was transferred to the [transferee] *successor landlord* and that the [transferee] *successor landlord* is holding said security deposit. Such notice shall also contain the [transferee's] *successor landlord's* name, business address, and business telephone number of the [transferee's] *successor landlord'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.

Section 193.1-9 is hereby amended as follows:

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] *who enters into a rental agreement and fails to comply with the requirements of this section becomes an agent of the landlord* for the purpose of *(i)* service of process and receiving and receipting for notices and demands [.] *and (ii) performing the obligations of the landlord under this chapter and under the rental agreement.*

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] *terminate* the rental agreement [and terminate the tenancy by written notice] *pursuant to section 193.1-11 (a).* If the [landlord's conduct is willful] *landlord fails to comply with the requirements of this section within 30 days of receipt of written notice pursuant to section 193.1-11 (a),* the tenant [may] *shall* recover *one month's rent or* actual damages, *whichever is greater,* plus court costs and attorney's 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.]

Section 193.1-11 is hereby amended as follows:

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. *For purposes of this section, material noncompliance with section 193.1-7 shall include, but is not limited to, any of the following circumstances:*

failure to maintain the structural integrity of the building or structure or parts thereof;

failure to maintain floors in compliance with the safe load-bearing requirements of the municipal code;

failure to comply with applicable requirements of the municipal code for the number, width, construction, location or accessibility of exits;

failure to maintain exit, stairway, fire escape or directional signs where required by the municipal code;

failure to provide smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors or fire extinguishers where required by the municipal code;

failure to maintain elevators in compliance with applicable provisions of the municipal code;

failure to provide or maintain in good working order a flush water closet, lavatory basin, bathtub or shower, or kitchen sink;

failure to maintain heating facilities or gas-fired appliances in compliance with the requirements of the municipal code;

failure to provide heat or hot water in such amounts and at such levels and times as required by the municipal code;

failure to provide hot and cold running water as required by the municipal code;

failure to provide adequate hall or stairway lighting as required by the municipal code;

failure to maintain the foundation, exterior walls or exterior roofs in sound condition and repair, substantially watertight and protected against rodents;

failure to maintain floors, interior walls or ceilings in sound condition and good repair;

failure to maintain windows, exterior doors or basement hatchways in sound condition and repair and substantially tight;

failure to supply screens where required by the municipal code;

failure to maintain stairways or porches in safe condition and sound repair;

failure to maintain the basement or cellar in a safe and sanitary condition;

failure to maintain facilities, equipment or chimneys in safe and sound working condition;

failure to prevent the accumulation of stagnant water;

failure to exterminate insects, rodents or other pests;

failure to supply or maintain facilities for refuse disposal;

failure to prevent the accumulation of garbage, trash, refuse or debris as required by the municipal code;

failure to provide adequate light or ventilation as required by the municipal code;

failure to maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;

failure to provide or maintain electrical systems, circuits, receptacles and devices as required by the municipal code;

failure to maintain and repair any equipment which the landlord supplies or is required to supply; or

failure to maintain the dwelling unit and common areas in a fit and habitable condition.

Subsection 193.1-11 (b) is hereby amended as follows:

(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

Section 193.1-11 (c) is hereby amended as follows:

(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] one-fourth 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] *compliance* with existing law and *building regulations* 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 *and not to exceed the reasonable price then customarily charged for such work*. 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. *Nothing herein shall be deemed to grant to any tenant any right to repair any common element or dwelling unit in a building subject to a condominium regime other than in accordance with the declaration and by- laws of such condominium building, provided that the declaration and by-laws have not been created to avoid the application of this chapter.*

For purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

Subsection 193.1-11 (e) is hereby amended as follows:

(e) Failure to provide essential services. If, contrary to the rental agreement or [applicable building, health or safety codes] *section 193.1-7*, 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 *upon presentation to the landlord of paid receipts* deduct their cost from the rent; or

(2) recover damages based on the reduction in the fair rental value of the dwelling unit *during the period of such failure* and reasonable attorneys' fees; or

Subsection 193.1-11 (f) is hereby amended as follows:

(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] *in material noncompliance with the rental agreement or with section 193.1-7*, the tenant may:

Subsection 193.1-13 (a) is hereby amended by inserting therein the following:

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. *A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.*

Section 193.1-13 (c) is hereby amended as follows:

(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 *in cases other than emergencies* 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.

Subsection 193.1-13 (e) is hereby amended by inserting in proper numerical sequence after subsection (2) thereof the following:

[.] *; or*

(3) all persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 32 days, and rent for that period is unpaid.

Section 193.1-13 (f) is hereby amended as follows:

(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 after termination of a rental agreement, the landlord shall *leave the property in the dwelling unit or* remove and store all abandoned property from the dwelling unit and may dispose of the property after 7 days.

Subsection 193.1-13 (h) is hereby amended as follows:

(h) Remedy after termination. If the rental agreement is terminated, the landlord [may] *shall* have a claim for possession [and] *and/or* for rent.

Section 193.1-14 is hereby amended as follows:

A provision prohibited by this section included in a rental agreement is unenforceable. If a 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 *or revised to conform to the requirements of this section*. In the event that the landlord fails to cure the violation, the tenant may [void] *terminate* 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.

Section 193.1-14 is hereby amended as follows:

The tenant may recover actual damages sustained by the tenant because of a prohibited provision [; if] . *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] , *and* may also [void] *terminate the rental agreement* [and terminate the tenancy].

Section 193.1-16 is hereby amended as follows:

(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.

Section 193.1-17 is hereby amended as follows:

If the landlord acts in violation of this section, the tenant may [void] *terminate* the rental agreement [and terminate the tenancy] by written notice.

Section 3 is hereby amended as follows:

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] *on and after October 15, 1986.*

193. 1-2 (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 *and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner.* No landlord shall bring an action to recover possession of such unit, *or avoid renting monthly* in order to avoid the application of this chapter. *Any willful attempt to avoid application of this chapter by an owner may be punishable by criminal or civil action.*

Alderman Orbach then presented the following amendment to the foregoing amendment proposed by Alderman Orr:

193. 1-2 (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 *and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner: "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."* No landlord shall bring an action to recover possession of such unit, *or avoid renting monthly*

in order to avoid the application of this chapter. *Any willful attempt to avoid application of this chapter by an owner may be punishable by criminal or civil action.*

Alderman Kotlarz then presented the following amendment:

Section 193.1-2 is hereby amended by inserting in proper numerical sequence the following:

(a) dwelling units in owner-occupied buildings containing *six* 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.

Alderman Orr moved to *Adopt* the foregoing proposed amendments presented by Alderman Orbach and Alderman Kotlarz. The motion *Prevailed* by a viva voce vote.

Alderman Orr then moved to *Adopt* the foregoing proposed amendments he presented, as amended. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Roti the said proposed substitute ordinance, *as amended*, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Carter, Streeter, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- Aldermen Madrzyk, Burke, Langford, Cullerton -- 4.

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

The following is said ordinance as passed:

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

SECTION 1. The 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 promote 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 and 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 six 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 and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner; 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. No landlord shall bring an action to recover possession of such unit, or avoid renting monthly in order to avoid the application of this chapter. Any willful attempt to avoid application of this chapter by an owner may be punishable by criminal or civil action.

(c) housing accommodations in any hospital, convent, monastery, 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.

(d) a dwelling unit that is occupied by a purchaser pursuant to a real estate purchase contract prior to the transfer of title to such property to such purchaser, or by a seller of property pursuant to a real estate purchase contract subsequent to the transfer of title from such seller;

(e) a dwelling unit occupied by an employee of a landlord whose right to occupancy is conditional upon emloyment in or about the premises; and

(f) a dwelling unit in a cooperative occupied by a holder of a proprietary lease.

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 any consideration, including any payment, bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a dwelling unit.

(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 withold 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 except in case of an emergency. An entry between 8:00 A.M. and 8:00 P.M. or at any other time expressly requested by the tenant 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 unreasonable 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 pursuant to Section 193.1-11(a). In each case, the tenant may recover an amount equal to not more than one 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 a federally insured interest bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon 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.

(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 who holds a security deposit pursuant to this section for more than six months, after the effective date of this chapter 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.

(d) The landlord shall, within 45 days after 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 or interest due thereon 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 deliver or mail to the last known address of the tenant within 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 or a certification of actual costs of repairs of damage if the work was performed by the landlord's employees within 30 days from the date the statement showing estimated cost was furnished to the tenant.

(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 successor landlord 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 successor landlord to the tenant for such security deposit or prepaid rent. The successor landlord shall, within ten days from the date of said transfer, notify the tenant who made such security deposit by delivering or mailing to the tenant's last known address that such security deposit was transferred to the successor landlord and that the successor landlord is holding said security deposit. Such notice shall also contain the successor landlord name, business address, and business telephone number of the successor landlord 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 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 who enters into a rental agreement and fails to comply with the requirements of this section becomes an agent of the landlord for the purpose of (i) service of process and receiving and receipting for notices and demands and (ii) performing the obligations of the landlord under this chapter under the rental agreement.

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 terminate the rental agreement pursuant to Section 193.1-11(a). If the landlord fails to comply with the requirements of this section within 30 days of receipt of written notice pursuant to Section

193.1-11(a), the tenant shall recover one month's rent or actual damages whichever is greater plus court costs and attorneys' fees.

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.

For purposes of this section, material noncompliance with Section 193.1-7 shall include, but is not limited to, any of the following circumstances:

failure to maintain the structural integrity of the building or structure or parts thereof;

failure to maintain floors in compliance with the safe load-bearing requirements of the municipal code;

failure to comply with applicable requirements of the municipal code for the number, width, construction, location or accessibility of exits;

failure to maintain exit, stairway, fire escape or directional signs where required by the municipal code;

failure to provide smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors or fire extinguishers where required by the municipal code;

failure to maintain elevators in compliance with applicable provisions of the municipal code;

failure to provide or maintain in good working order a flush water closet, lavatory basin, bathtub or shower, or kitchen sink;

failure to maintain heating facilities or gas-fired appliances in compliance with the requirements of the municipal code;

failure to provide heat or hot water in such amounts and at such levels and times as required by the municipal code;

failure to provide hot and cold running water as required by the municipal code;

failure to provide adequate hall or stairway lighting as required by the municipal code;

failure to maintain the foundation, exterior walls or exterior roof in sound condition and repair, substantially watertight and protected against rodents;

failure to maintain floors, interior walls or ceilings in sound condition and good repair;

failure to maintain windows, exterior doors or basement hatchways in sound condition and repair and substantially tight;

failure to supply screens where required by the municipal code;

failure to maintain stairways or porches in safe condition and sound repair;

failure to maintain the basement or cellar in a safe and sanitary condition;

failure to maintain facilities, equipment or chimneys in safe and sound working conditions;

failure to prevent the accumulation of stagnant water;

failure to exterminate insects, rodents or other pests;

failure to supply or maintain facilities for refuse disposal;

failure to prevent the accumulation of garbage, trash, refuse or debris as required by the municipal code;

failure to provide adequate light or ventilation as required by the municipal code;

failure to maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;

failure to provide or maintain electrical systems, circuits, receptacles and devices as required by the municipal code;

failure to maintain and repair any equipment which the landlord supplies or is required to supply; or *failure to maintain the dwelling unit and common areas in a fit and habitable condition.*

(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 willful, 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 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 willful, 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-fourth 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 compliance with existing law and building regulations 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 and not to exceed the reasonable price then customarily charged for such work. 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. Nothing herein shall be deemed to grant any tenant any right to repair any common element or dwelling unit in a building subject to a condominium regime other than in accordance with the declaration and by-laws of such condominium building, provided that the declaration and by-laws have not been created to avoid the application of this chapter.

For purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall not be construed as having been performed or furnished pursuant to authority of or with permission of the landlord.

(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 Section 193.1-7, 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 upon presentation to the landlord of paid receipts deduct their cost from the rent; or

(2) recover damages based on the reduction in the fair rental value of the dwelling unit during the period of such failure 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 the dwelling unit is in material noncompliance with the rental agreement or with Section 193.1-7, 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 the 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. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.

(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 willful, 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 in cases other than emergencies 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; or

(3) all persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 32 days, 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 leave the property in the dwelling unit or 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 shall have a claim for possession and/or 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 or revised to conform to the requirements of this section. In the event that the landlord fails to cure the violation, the tenant may terminate the rental agreement 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, and may also terminate the rental agreement.

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 in 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).

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 terminate the rental agreement 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. If 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 on and after October 15, 1986.

AUTHORITY GRANTED FOR ISSUANCE OF GENERAL OBLIGATION BONDS FOR FINANCING OF NEW CENTRAL LIBRARY FACILITY.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of August 28, 1986, pages 32973-32990, recommending that the City Council pass a proposed ordinance authorizing the issuance of General Obligation Bonds for the financing of a new central library facility.

Alderman Evans then presented the following substitute ordinance for the said proposed ordinance:

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 Obligation 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 $130,000,000 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 $130,000,000 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 $130,000,000. 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 therefore 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 payment 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 signature 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, 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. 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 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 or 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 dates 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 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 17A 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 provisions 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 $130,000,000 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 the 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 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 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 amounts 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.

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 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 and 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
1986	$14,957,197.81
1987	$14,957,197.81
1988	$14,957,197.81
1989	$14,957,197.81
1990	$14,957,197.81
1991	$14,957,197.81
1992	$14,957,197.81
1993	$14,957,197.81
1994	$14,957,197.81
1995	$14,957,197.81

For the Year	A Tax Sufficient to Produce the Sum
1996	$14,957,197.81
1997	$14,957,197.81
1998	$14,957,197.81
1999	$14,957,197.81
2000	$14,957,197.81
2001	$14,957,197.81
2002	$14,957,197.81
2003	$14,957,197.81
2004	$14,957,197.81
2005	$14,957,197.81
2006	$14,957,197.81
2007	$14,957,197.81
2008	$14,957,197.81
2009	$14,957,197.81
2010	$14,957,197.81
2011	$14,957,197.81
2012	$14,957,197.81
2013	$14,957,197.81
2014	$14,957,197.81

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 Agrent 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 receive 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) A sum of not less that $5,000,000 shall be deposited with the City to pay a portion of the costs of construction, equipment purchases or facilities purchases at other sites in the Chicago Public Library System;

(e) 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 and 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 the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 16. If requested by 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 caused to be paid to the Bond Registrar, or the Escrow Agent as provided in Section 9 hereof, all sums or 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 ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

Alderman Evans moved to substitute the foregoing proposed ordinance for the proposed ordinance printed in the Journal of the Proceedings of August 28, 1986. The motion to substitute *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Evans, the substitute proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Mell, Frost, Giles, Laurino, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr -- 36.

Nays -- Aldermen Burke, Hagopian, Santiago, Banks, Cullerton, Pucinski, McLaughlin, Stone -- 8.

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

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, 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 Obligation 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 $130,000,000 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 $130,000,000 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 $130,000,000. 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 therefore 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 payment 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 signature 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 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. 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 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 or 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 prinicipal 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 dates 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 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 provisions 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 $130,000,000 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 the 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 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 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 amounts 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.

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 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 and 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
1986	$14,957,197.81
1987	$14,957,197.81
1988	$14,957,197.81
1989	$14,957,197.81
1990	$14,957,197.81
1991	$14,957,197.81
1992	$14,957,197.81
1993	$14,957,197.81
1994	$14,957,197.81
1995	$14,957,197.81
1996	$14,957,197.81
1997	$14,957,197.81
1998	$14,957,197.81
1999	$14,957,197.81
2000	$14,957,197.81
2001	$14,957,197.81
2002	$14,957,197.81
2003	$14,957,197.81
2004	$14,957,197.81

For the Year	A Tax Sufficient to Produce the Sum
2005	$14,957,197.81
2006	$14.957,197.81
2007	$14,957,197.81
2008	$14,957,197.81
2009	$14,957,197.81
2010	$14,957,197.81
2011	$14,957,197.81
2012	$14,957,197.81
2013	$14,957,197.81
2014	$14,957,197.81

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) A sum of not less that $5,000,000 shall be deposited with the City to pay a portion of the costs of construction, equipment purchases or facilities purchases at other sites in the Chicago Public Library System;

(e) 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 and 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 the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 16. If requested by 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 caused to be paid to the Bond Registrar, or the Escrow Agent as provided in Section 9 hereof, all sums or 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 ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

MISCELLANEOUS BUSINESS.

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 Monday, the eighth (8th) day of September, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the twelfth (12th) 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, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Evans moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, September 12, 1986, at 10:00 A.M. in the Council Chamber in City Hall.

Walter S Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.