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

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**Regular Meeting—Friday, February 24, 1984**

**at 10:00 A.M.**

**(Council Chamber—City Hall—Chicago, Illinois)**

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**OFFICIAL RECORD.**

**HAROLD WASHINGTON**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

**Attendance at Meeting.**

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

*Absent*--Aldermen Gabinski, Laurino.

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**Call to Order.**

On Friday, February 24, 1984 at 10:00 A.M. (the day and hour appointed for the meeting) 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, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--47.

Quorum present.

On motion of Aldermen Mell and Cullerton, respectively, it was ordered noted in the Journal that Aldermen Gabinski and Laurino were absent due to illness.

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**Invocation.**

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

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**REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.**

*Referred*--PROPOSED ORDINANCE TO APPROVE SITES DESIGNATED  
BY PUBLIC BUILDING COMMISSION FOR CONSTRUCTION OF WEST  
LAWN AND PILSEN BRANCH LIBRARY FACILITIES.

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

February 24, 1984.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance approving a site at 4016-4022 W. 63rd Street for the construction of the West Lawn Branch Library and a site at 1801-1815 S. Loomis for the construction of the Pilsen Branch Library and requesting the Public Building Commission of Chicago to undertake construction of these libraries.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED RESOLUTION TO AUTHORIZE  
EXECUTION OF CONTRACT BETWEEN CITY  
AND SUNBOW FOUNDATION, INC.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 24, 1984.

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

LADIES AND GENTLEMEN--At the request of the Acting Budget Director of the City of Chicago, I transmit herewith a resolution authorizing the execution of a contract between the City of Chicago and Sunbow Foundation, Inc. for the provision of funds from the Year IX Community Development Block Grant.

Your favorable consideration of this resolution will be appreciated.

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

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*Referred--*PROPOSED RESOLUTION TO AUTHORIZE "HOST  
JURISDICTION APPROVAL" FOR ISSUE OF INDUSTRIAL  
REVENUE BONDS BY VILLAGE OF CALUMET PARK  
FOR NURSING HOME FACILITY LOCATED  
IN CITY OF CHICAGO.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 24, 1984.

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

LADIES AND GENTLEMEN--I transmit herewith a resolution authorizing "host jurisdiction approval" for an issue of industrial revenue bonds to be issued by the Village of Calumet Park for a 230 bed nursing home facility to be located within the City of Chicago.

Your favorable consideration of this resolution will be appreciated.

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

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*Referred--*PROPOSED RESOLUTION TO PROVIDE FOR  
REALLOCATION OF SALVAGE FUNDS FROM 1983  
SUMMER YOUTH EMPLOYMENT PROGRAM TO  
ENVIRONMENTAL LEAD PAINT  
PROGRAM.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 24, 1984.

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

LADIES AND GENTLEMEN--At the request of the Acting Budget Director, I transmit herewith a resolution providing for the reallocation of \$166,000.00 of salvage funds from the 1983 Summer Youth Employment Program to the Environmental Lead Paint Program.

Your favorable consideration of this resolution will be appreciated.

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

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*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF  
AGREEMENT BETWEEN CITY, CENTRAL AVIATION, INC. AND  
MONARCH AIR SERVICES, INC. CONCERNING CHICAGO  
MIDWAY AIRPORT.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 24, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the execution of an agreement between the City of Chicago, Central Aviation, Inc. and Monarch Air Services, Inc. for the assignment of a lease governing premises at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF  
MEMORANDUM OF INTENT WITH BUTLER AVIATION-MIDWAY,  
INC. FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 24, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Mayor to execute a memorandum of intent with



Butler Aviation-Midway, Inc. concerning the issuance of industrial revenue bonds for a project at Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN  
LAND IN NEAR WEST SIDE CONSERVATION AREA.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 24, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (parcel LR-100, 1515 West Flournoy Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ACQUISITION  
OF VARIOUS EASEMENTS, ETC. AT CHICAGO MIDWAY  
AIRPORT FOR SPECIFIED PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition and Disposition*.

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 24, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance approving and authorizing the acquisition of various easements on private property at Midway Airport for the installation and maintenance of approach lighting systems at each end of Runway 13R-31L.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred*--PROPOSED ORDINANCE TO AMEND CHICAGO  
ZONING ORDINANCE IN AREA OF 45TH-MICHIGAN  
REDEVELOPMENT PROJECT.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 24, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, acting on behalf of the Department of Urban Renewal Board, I am transmitting herewith copies of an application for an amendment to the Chicago Zoning Ordinance for a B2-1 Restricted Retail District in the 45th-Michigan Redevelopment Project.

Enactment of the ordinance by the City Council would greatly facilitate redevelopment of the project.

Your favorable consideration of this ordinance will be appreciated.

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

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CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS  
FILED OR RECEIVED IN CITY CLERK'S OFFICE.

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

*Proclamations.*

Proclamations of Honorable Harold Washington, Mayor, designating times for special observances as follows:

"LULAC WEEK IN CHICAGO":  
February 11-18, 1984;

"KUP'S SHOW DAY IN CHICAGO":  
February 18, 1984;

"KUMMBA THEATRE DAY IN CHICAGO":  
February 19, 1984;

"WBEZ DAYS IN CHICAGO":  
February 24 - March 4, 1984;

"JAMAAL WILKES DAY IN CHICAGO":  
February 27, 1984;

"CHILDREN'S DENTAL HEALTH MONTH IN CHICAGO":  
Month of February, 1984;

"CAMP FIRE BIRTHDAY WEEK IN CHICAGO":

March 11-18, 1984;

"NATIONAL NUTRITION MONTH IN CHICAGO":

Month of March, 1984;

"EYE BANK MONTH IN CHICAGO":

Month of March, 1984;

"IRISH AMERICAN HERITAGE MONTH IN CHICAGO":

Month of March, 1984;

"RED CROSS MONTH IN CHICAGO":

Month of March, 1984;

"SAVE YOUR VISION MONTH IN CHICAGO":

Month of March, 1984;

"MEDIC ALERT WEEK IN CHICAGO":

April 1-7, 1984;

"NURSING HOME RESIDENTS WEEK IN CHICAGO":

April 23-29, 1984;

"NATIONAL CONSUMERS WEEK IN CHICAGO":

April 23-29, 1984;

"SUICIDE PREVENTION WEEK IN CHICAGO":

May 1-7, 1984;

"WOMEN'S CAREER CONVENTION WEEK IN CHICAGO":

May 18-20, 1984;

"PHOTOGRAPHY WEEK IN CHICAGO":

August 20-25, 1984;

"ALEPH ZADIK ALEPH OF THE CHICAGO COUNCIL B'NAI B'RITH YOUTH ORGANIZATION -  
Congratulations to ".

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CITY COUNCIL INFORMED AS TO PUBLICATION  
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on February 15, 1984, 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 February 24, 1984, 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 February 15, 1984, 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, which printed pamphlet copies were delivered to the City Clerk on February 24, 1984.

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*Filing of Certified Copies of Ordinances with County Clerks  
of Cook and DuPage Counties.*

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and DuPage Counties on the date noted, ordinances passed by the City Council on January 11, and February 8, 1984, respectively:

Ordinance granting authority to Clerks of Cook and DuPage Counties to reduce 1983 Tax Levy for City for Public Building Commission of Chicago (Building Revenue Bonds, Series "B" of 1971);

Ordinance for Levy of Taxes for Corporate Purposes for City of Chicago for Year 1984, together with a copy of the Annual Appropriation Ordinance for the Year 1984.

Filed with the County Clerks of Cook and Du Page Counties on February 17, 1984.

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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:

*Supplemental to Statutory Protest Against Pending Proposed  
Zoning Ordinance to Reclassify Area in Eugenie  
and LaSalle Project.*

A petition filed in the City Clerk's Office on February 23, 1984, by J. Mark Fisher, as a supplemental to the petition filed on February 15, 1984, by the owners of the frontage immediately adjoining the area of the Eugenie and LaSalle Project, protesting the proposed zoning reclassification from an R5 to an R6 General Residence District and then to a Residential Planned Development.--*Referred to the Committee on Zoning.*

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*Statutory Protest Against Pending Proposed Zoning Ordinance to  
Reclassify Area in Eugenie and LaSalle Project.*

Also a statutory protest filed in the City Clerk's Office on February 23, 1984, by J. Mark Fisher, who submitted a petition from the owners of the frontage directly opposite the Eugenie and LaSalle Project, protesting the proposed zoning reclassification from an R5 to an R6 General Residence District and then to a Residential Planned Development.--*Referred to the Committee on Zoning.*

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*Zoning Reclassifications of Particular Areas.*

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

Enrico Plati, agent for Art Institute of Chicago--to classify as an R5 General Residence District instead of a C1-4 Restricted Commercial District the area shown on Map No. 5-F bounded by

the alley next north of and parallel to W. Grant Place; the alley next west of and parallel to N. Sedgwick Street; W. Grant Place; and a line 281 feet 11 1/2 inches west of and parallel to N. Sedgwick Street;

Rudnick & Wolfe, attorneys for Theodore J. Novak, etc.--to classify as a C1-3 Restricted Commercial District instead of an R5 General Residence District the area of Nos. 3001-3033 N. Clark Street.

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*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:

Abbott Electrical Construction Co., Allen Myrtis J., Allstate Ins. Co. (2) Eddie Jakes and Percy Turner, Anderson James N.;

Baer Steven, Baker Lida M., Bhojani Muradali E., Bolden Ruthie, Bowling Patricia;

Cannon Mary, Cas and Lou, Inc., Chang Sang Sik, Chung Sang Chel, Coduto Joan L., Concepcion Francisco, Crump Lucille, Curico Frank;

Dailey Daisy T., Dixon Charles Ray, Doron Nick;

Ellis Joseph P., Evergreen Rentals;

Farmers Ins. Co. and Sherri Payton, Ferguson David O., Fresh Charles J.;

Galli Paul L., Glasper James;

Hackman Ilona, Hales Mary, Harper Odis, Hart Karen;

Idzik Chester (2), Ivan Vera;

Jackson Euriel, Jarnutowski William;

Karchmer Art, Knezevich Peter;

LaMotte John V. Jr., Latter Martin, Lawson Industries Inc. (4), Liberty Mutual and Maria and Jesus Alcala, Loiacano Thomas, Lucas William;

Manning Pamela A., Marasas Pamela, Marino Rickey A., Matthews Charlie, McCord Ruth, McGee Elaine, Miller Verica;

Northern Trust Company;

Pacheco Wilfredo, Peoples Gas Light and Coke Co., Piscioti Connie;

Quiles Jessie;

Ramsay Kenneth, Remo Robert P.;

Sawyers Jerry, Seamster Olor, Sears Roebuck & Co., Sobczak Henry L., State Farm Ins. Co. and Joseph Howard, Stradford Leslee;

Teninga-Bergstrom;

Vaughn Anna, Volatile Donna M.;

Wegiel Wlodzimierz, Wonsley Robert J.;

Young Donna;

Zagar L.

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#### REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

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#### COMMITTEE ON FINANCE.

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##### Authority Granted to Execute Water Supply Contract Between City and DuPage Water Commission.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a water supply contract between the City of Chicago and the DuPage Water Commission.

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

*Yeas*--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--44.

*Nays*--None.

Alderman Stemberk 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 Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a Water Supply Contract between the City of Chicago and the DuPage Water Commission to be substantially in form as follows:

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the DuPage Water Commission, a public municipal corporation created under Chapter 24, Article II, Division 135, Illinois Revised Statutes, hereinafter called the "Commission", party of the second part.

#### WITNESSETH

Whereas, the City is the owner and operator of waterworks providing intake, treatment and distribution of Lake Michigan water; and

Whereas, the Commission is established for the purpose of providing adequate supplies of potable Lake Michigan water for municipalities and water utilities within the County of DuPage; and

Whereas, the Commission is authorized to enter into contracts to buy water pursuant to the laws of the State of Illinois; and

Whereas, the Commission desires to obtain a supply of Lake Michigan water from the City in order to provide adequate supplies of Lake Michigan water to the municipalities and water utilities as customers of the Commission; and

Whereas, the municipalities and water utilities of the Commission to be supplied have each received an allocation of Lake Michigan water pursuant to Opinion and Order LMO 80-4 and any subsequent orders of the Illinois Department of Transportation; and

Whereas, the Commission intends to provide Water Supply Facilities, namely:

(i) Interconnection Facilities consisting of:

a pumping station, a reservoir and a tunnel and shafts connecting the City's tunnel at Central Park Pumping Station to the aforementioned reservoir and pumping station between the Eisenhower Expressway on the north, Central Avenue on the west, Baltimore and Ohio Railroad on the south and Laramie Avenue on the east, all located within the City of Chicago. The pumping station is to have a firm pumping capacity large enough to enable it to both supply the requirements of the Commission System and to replenish any Interconnection and Commission System reservoir usage as required during peak demand periods. Firm capacity as herein referred to is defined as the capacity with one pump of the largest size installed not in use. All of above is referred to hereinafter as the "Interconnection Facilities" and

(ii) A Commission System consisting of a transmission main capable of supplying the requirements of the Commission from the Interconnection Facilities to a reservoir and pumping station in the vicinity of the Cook-DuPage County Line, and the mains necessary to transmit Lake Michigan water to the municipalities and water utilities in DuPage County, these facilities are referred to hereinafter as the Commission's System; and

Whereas, the Water Supply Facilities to be constructed are to be sized to serve municipalities having their principal office in DuPage County and customers of the Commission who are water utilities whose systems are principally in DuPage County for resale to their customers. The Water Supply Facilities will be sized on the basis of the Commission's projected maximum day water needs of 160 million gallons per day (MGD) in the year 2020; and

Whereas, the City agrees to own and operate the Interconnection Facilities and proposes to acquire the Interconnection Facilities from the Commission through an arrangement with the Commission with periodic payments to the Commission to be in the form of credits against charges for Lake water supplied the Commission.

Now, therefore, in consideration of the mutual covenants and agreements contained hereinafter the parties agree as follows:

**A. Service to be Furnished**

(1) The City agrees to supply to the Commission and the Commission agrees to purchase and take from the City under and in accordance with terms hereof, a supply of water through a metered connection authorized by the Commissioner of Water of the City. The City shall supply available water from the Interconnection Facilities into the Commission's transmission main to supply the Commission's reservoir in the vicinity of the Cook-DuPage County Line. The Commission shall receive the water in the reservoir near the Cook-DuPage County Line and distribute such water to municipalities having their principal office in DuPage County and water utilities whose systems are principally in DuPage County for resale to their customers. Exhibit A, attached hereto, identifies the customers of the Commission and their Lake Michigan allocation from the Illinois Department of Transportation. This Exhibit shall be updated annually and customers added with approval of the Commissioner of Water for the City and the DuPage Water Commission.

**B. Quantity of Water to be Furnished**

(1) The City agrees to supply to the Commission for use by its customers, such quantities of Lake Michigan water as are allocated by the Illinois Department of Transportation to the customers of the Commission for the years as covered by this Contract. The City's obligation under this Contract shall not exceed on any given day the maximum day amount of Lake Michigan water set forth for that year as shown in Exhibit B attached hereto. Exhibit B may be modified periodically by the Commission but only with the prior approval of the Commissioner of Water for the City. The maximum day amount specified in Exhibit B is 1.7 times the annual average day quantity for any given year.

(2) The annual average day quantities shown in Exhibit B are in accordance with the allocations made to the separate entities by Opinion and Order LMO 80-4 and subsequent orders of the Illinois Department of Transportation. The quantities for each separate entity become effective only on the effective date of the allocation for the entity.

(3) The Commission shall purchase and pay for in each calendar year after that year in which the full Commission system is first placed in service no less than the amount of Lake water shown in Exhibit B under Minimum Annual Gallons. Prior to the date that the full Commission system is first placed in service the Commission shall pay only for that amount of Lake water as is actually supplied to the Commission.

(4) The maximum hourly rate of withdrawal of water from the Interconnection Facilities shall not exceed 220 million gallons per day which is equivalent to a rate of 9.167 million gallons per hour.

(5) The Commission and the City shall each notify and keep the other informed of the name of the individual (3) in charge of operations of their respective Systems.

(6) The Commission shall be permitted to provide emergency service to others when necessary and where possible. The Commission shall promptly advise the City of the need and nature of the emergency service provided and the probable duration.

**C. Facilities, Equipment and Operation**

(1) The Commission will initially provide such tunnels, transmission mains, pumping stations, reservoirs, and appurtenances necessary to transmit Lake Michigan water from the City's tunnel at the Central Park Pumping Station to the Commission's receiving point, all as shown in attached Exhibit C, which is a schematic drawing of the System intended to be constructed within the City of Chicago and the County of Cook. Attached Exhibit D shows the proposed location of the pumping station and reservoir. The Commission will, from time to time, expand its system as necessary to deliver the Lake Michigan water to be furnished under this Contract and any extension thereof.

(2) Except as described herein the City will be responsible for the operation and maintenance of the interconnection facilities from the time said facilities first become operational.

(3) The direct cost of operating and maintaining the interconnection facilities pumping station shall be apportioned between the Commission and the City, each paying for 50% of the cost attributable to delivery of water to the Commission except for electrical energy. Attached Exhibit E shows costs which are to be apportioned.

(4) The Commission's portion of the cost of electrical energy to operate the interconnection facilities pumping station is the ratio of the average pumping station discharged head to the average total head during the billing period for water delivered to the Commission. The average pumping station discharge head is defined as the average of the hourly readings of the pressure in the discharge header above USGS Elevation 605. The average total head is defined as the average of the pumping station discharge head plus the average of the hourly suction water levels below USGS Elevation 605.

(5) The Commission shall provide any and all devices reasonably necessary for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished, and for the transmitting and recording of pressures, reservoir levels and other required operational information.

(6) The City reserves the right to inspect and approve all initial and expansion facility equipment plans and specifications prior to construction of the facilities in Cook County, said approval shall not be unreasonably withheld by the City. The City also reserves the right during construction to inspect at any time such construction to insure its conformance with approved plans and specifications.

(7) The Commission will initially provide as part of the interconnection facilities a 30 million gallon reservoir in the vicinity of the Eisenhower Expressway and Central Avenue and as part of the Commission system a 30 million gallon reservoir at the Cook-DuPage County Line. These reservoirs will be available and operative at the time the Commission's system first becomes operational.

(8) The City will assist the Commission in obtaining all City permits, licenses, inspections, zoning, approvals and public right-of-way for the construction of the tunnel, reservoir, pumping station and transmission main initially provided by the Commission in the City. The Commission, with cooperation from the City, will obtain the site(s) for the pumping station and reservoir located in the City. The City will waive fees where possible.

(9) The Commission shall be responsible for there being provided and maintained at all times during the term of this Contract water storage within the Commission's system and participating municipalities collectively of sufficient capacity to store not less than two times the annual average daily demand of the Commission members. Operable shallow well capacity may be counted for meeting up to 10% of the storage requirement. The Commission system shall be operated so as to properly utilize reservoir storage within the Commission system and its customer's connections in such a manner as to assist the City in maintaining a balanced flow within the City system.

(10) The Commission agrees to keep the City informed of the total storage capacity available between the Commission system and its customers collectively.

(11) The Commission agrees to sell and the City agrees to buy the interconnection facilities constructed by the Commission connecting the City system tunnel at the City's Central Park Pumping Station with the Commission system transmission main in the vicinity of the Eisenhower Expressway and Central Avenue at a price equal to the aggregate costs of the construction of the interconnection facilities. Aggregate cost of the construction is defined as land, engineering,



construction and interest on construction costs for a period not to exceed four (4) years from the beginning of the construction by the Commission of the interconnection facilities and is the sum of interim payments and final payments made to the construction contractors, engineers and landowners. Attached Exhibit F shows costs eligible for reimbursement. Payments to the Commission shall be solely in the form of a credit against any amounts due and owing the City for Lake water furnished, as set forth in Paragraph H(3).

(12) The Commission agrees to convey to the City its entire right, title and interest in the interconnection facilities constructed within the City of Chicago thirty (30) days after completion of repayment of the aggregate cost of construction of the interconnection facilities as determined under paragraph C(11). It is expressly understood that the Commission shall be entitled to continue to receive water from the interconnection facilities during the life of the Contract and any subsequent extensions thereof.

(13) The Commission will, at its own expense, operate, maintain, replace and improve the Commission system facilities as it deems necessary for the City to deliver Lake Michigan water to the Commission when and as required under this Contract during the term of this Contract, including any extension of it.

(14) The Commission agrees the City at its own expense may connect to the interconnection pumping station in the City for the purpose of supplying water to the City's distribution system provided the Commission supply is not impaired.

#### D. Delivery

(1) The City shall deliver Lake water at such time as the Commission shall have completed the construction of the interconnection facilities and the full Commission system or, at the option of the Commission at such earlier time as one or more customers of the Commission are capable of receiving Lake water.

(2) The City agrees to deliver water in accordance with Exhibit B to the Commission's transmission main for supplying the Commission's reservoir in the vicinity of the Cook-DuPage County Line.

(3) If for any reason the City is unable to supply in full the quantities of Lake Michigan water to be furnished from time to time to the Commission the City shall use due diligence to operate the City system and interconnection facilities during any such occurrence to provide Lake Michigan water to the Commission insofar as practicable, and shall, as promptly as possible, take such actions, including expediting repairs or adjustments, as are necessary to restore delivery to the Commission of the Lake Michigan water to be furnished.

(4) The Commission or the City shall each notify the other as promptly as practicable of all emergencies, failures, malfunctions or other conditions in their respective system which may directly or indirectly affect the other party's system.

#### E. Water Quality

(1) The City shall supply the Commission with water of a quality commensurate with that furnished to its customers within its City limits, the water quality being consistent with Federal and State standards.

(2) The Commission shall have an air gap at its receiving reservoir for its supply of water from the City.

(3) The City bears no degree of responsibility for the water quality beyond the pumping station discharge into the Commission System in the vicinity of the Eisenhower Expressway and Central Avenue.

(4) Each of the parties hereto shall immediately notify the other of any emergency or condition which may affect the quality of water in either party's system.

(5) The City and the Commission have the rights to make inspections of those facilities which may affect the quality of the water supplied to the Commission and to perform any tests deemed necessary.

#### F. Reporting Requirements

(1) The Commission shall submit on a monthly basis, by the 10th day of each month, a report showing the amount of Lake Michigan water delivered under this Contract for the previous month and the amount of Lake Michigan water supplied during such previous month to each customer supplied.

(2) The Commission shall maintain suitable records of water used by the municipalities and these records shall be available to the City at all reasonable times.

(3) At the end of each calendar year during the term of this Contract, and not later than March 31st of each year, the Commission agrees to submit to the Commissioner of Water of the City a written copy of the prevailing water rate as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been established.

#### G. Measurement

(1) The quantity of Lake Michigan water furnished to the Commission under this Contract will be measured on the discharge piping of each pump and on the discharge header leaving the Interconnection Facilities pumping station in the vicinity of Eisenhower Expressway and Central Avenue. The unit of measurement shall be cubic feet of water, U.S. Standard Liquid Measure.

(2) The Commission shall provide mutually acceptable meters for measuring the supply of water on the discharge side of each pump, and mutually acceptable master meters for measuring the flow of water in the discharge headers from Interconnection Facilities pumping station. The master meters will be the primary devices used for the registration and billing of quantities of water supplied under this Contract. All meters are to be adjacent to and readable in the Interconnection Facilities pumping station. Provisions shall be for the use of pitot tubes adjacent to the master meter for calibration and test purposes.

(3) The Commission shall initially install and house the meters referred to in paragraph G(2) and the City shall operate, maintain and repair them as needed, at the expense of the Commission.

(4) The City's representative will regularly inspect the meters measuring the supply of water furnished and at the expense of the Commission will repair or replace any part of a meter which has a total registration greater than the industry standards, or which has been in service for a period greater than the industry standard or which is known or suspected to be registering incorrectly. The City shall check the master meter for accuracy semi-annually by use of pitot tubes in the presence of the Commission's representatives and at the expense of the Commission.

(5) The readings made for purposes of billing the Commission shall be made by the City once every calendar month. Weekly reading shall be transmitted to the Commission.

(6) When it is determined that a measuring device registered incorrectly, an estimate of the amount of water furnished through the faulty device shall be prepared by the City's Commissioner of Water for the purpose of billing the Commission. The estimate shall be based upon the best available information, including summation of other available meter readings, the average of twelve preceding readings of the meter, exclusive of incorrect reading, and calibration of the master meter.

#### H. Rates, Discounts and Billing

(1) The charges for Lake water furnished to the Commission under this Contract shall be at the rate fixed for large quantities of water furnished through meters to consumers inside the City and suburban communities served by the City, said rate being fixed and adjusted from time to time by City Ordinance. These charges shall not exceed the lowest rate lawfully fixed by the City for Lake water furnished through meters to regular customers. These charges known as the "Basic Charge" shall not be subject to any subcharge, fee or tax.

(2) The City shall bill the Commission at monthly intervals for all Lake Michigan water furnished to the Commission under this Agreement. The Commission shall pay the water bill within 21 days.

(3) Each billing to the Commission shall be computed on the following basis:

- a. A gross billing charge for water furnished ("Basic Charge") minus discount for prompt payment.
- b. A credit equal to 20% of the net charges of water furnished.
- c. Charge for electrical energy - paragraph C(4).
- d. A charge of 50% of direct cost of operating expenses - paragraph C(3).

The credit shall commence with the first billing to the Commission and continue until such time as the City shall have so credited the Commission with an amount equal to the aggregate costs of construction of the Interconnection Facilities as defined in paragraph C(11).

(4) The Commission shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City or to suburban communities served by the City.

(5) In the event of non-payment of water bill by the Commission within 45 days, the City reserves the right to require the Commission to deposit, in advance, a sum equal to the average estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate, said sum shall be deposited in an interest bearing account and the interest credited to the Commission.

(6) In the event the Commission fails to utilize in any calendar year an amount equal to the minimum annual million gallons specified in Exhibit B, the Commission agrees to pay to the City upon the City's request an amount equal to the cost, based on the then current rate, of the difference in annual water usage between the minimum annual average day specified and the actual amount purchased.

#### I. Terms and Standard Conditions

(1) This Contract shall have a term of forty (40) years commencing on the date of this Contract, subject, however, to the option of the Commission to renew said Contract for a like term or lesser term of not less than ten (10) years. Written notice thereof shall be submitted to the City no less than six (6) months prior to the expiration of the then active Contract. Amounts of water for average day use during any term will be as allocated by the State of Illinois.

(2) No officer, official or agent of the City or the Commission has the power to amend, modify or alter this Contract or waive any of its conditions as to bind the City or the Commission by making any promise or representation not contained herein.

(3) This Contract shall not be assigned or transferred, by either party without the consent of the other.

(4) This Contract will be subject to cancellation to the extent to which a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's or the Commission's rights to obtain, or to sell, contract for, or distribute Lake Michigan water.

#### J. Insurance

The Commission shall take out and maintain during the life of this Contract the following insurance or indemnify the City under paragraph K.

(1) Workman Compensation - Coverage A - Statutory, Coverage B - \$100,000.00 (One Hundred Thousand).

(2) Comprehensive General Liability - Public Liability - Each Person - \$500,000.00 (Five Hundred Thousand) Each Accident - \$1,000,000.00 (One Million). Property Damage - Each Accident - \$100,000.00 (One Hundred Thousand) Aggregate - \$300,000.00 (Three Hundred Thousand).

(3) Comprehensive Automobiles - Same limits as Subsection 2.

(4) Contractor's Contractual - Same limits as Subsection 2.

(5) Special Hazards - Blasting Explosion and Collapse, Damage to Underground Utilities, any other hazards involved in the work to be performed under this contract. Same limits as Subsection 2.

(6) Owner's Protective - The City of Chicago will be an additional named insured.

#### K. Indemnity

Commission shall indemnify to extent permitted by law, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City in consequence of the granting of this Contract or which may in anywise result therefrom, if it shall be alleged and determined that the act was caused through negligence or omission of the Commission or its employees, of the Contractor or his employees, of the Subcontractor or his employees, if any, and the Commission shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Commission shall, at its own expense, satisfy and discharge the same. Commission expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Commission or by its Contractors, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided. In defending the City, its agents, officials and employees, the Commission may utilize any immunities which may be raised on behalf of the Defendants provided that the use of such immunities by the Commission shall not result in a judgment against the Defendants. The obligation of the Commission to indemnify shall not extend to any claims made or suits filed by the Commission or its members against the City.

#### L. Force Majeure

(1) The term "Force Majeure" as used in the Contract shall mean acts of God and any event or effect that cannot reasonably be anticipated or controlled.

(2) In any case by reason of "Force Majeure" the City or the Commission is rendered unable wholly or in part to carry out its obligations under the Contract, notice and full particulars of such "Force Majeure" are to be given in writing within a reasonable period of time by the party unable to carry out its obligations to the other party.

(3) The obligation of the party given such notice, so far as it is affected by "Force Majeure", shall be suspended during the continuance of the inability claimed, but no longer.

(4) Both the City and the Commission may exercise their rights under this "Force Majeure" section with regards to all provisions of this Contract.

#### M. Contingency

This Contract is contingent on the Commission's ability to finance the project and the Commission's ability to enter into water purchase contracts totalling a water allocation of not less than 55 MGD within two years after the effective date of this Contract.

#### N. Service of Notice

All notices or communications provided for herein shall be in writing and shall be delivered to the City or the Commission either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the City as follows:

Commission of Water  
City Hall  
Chicago, Illinois 60602

or addressed to the Commission, as follows:

General Manager  
DuPage Water Commission  
P.O. Box 727  
Elmhurst, Illinois 60126

until and unless other addresses are specified by notice given in accordance herewith.

In Witness Whereof, the City of Chicago has caused this Contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk. The DuPage Water Commission has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Chairman of the Board of Commissioners and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first about written.

[Signature forms omitted for printing purposes.]

[Exhibits A thru F are printed on pages 5179 thru 5185 of this Journal.]

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

**Execution of Redevelopment Agreement Authorized Between City  
and LaSalle National Bank, Trustee, for Renovation and  
Rehabilitation of Former Sears Roebuck Store.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement between the City of Chicago and LaSalle National Bank, as trustee, in the sum of \$5,500,000 for renovation and rehabilitation of the former Sears Roebuck store at No. 403 S. State Street into an office building complex.

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

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

*Nays*--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The United States Department of Housing and Urban Development upon application by the City of Chicago of January 31, 1983, has approved Urban Development Action Grant Number B-84-AA-17-0135 which provides for a loan of grant funds to LaSalle National Bank, as trustee for a land trust, the sole beneficiary of which will be the developer, an Illinois limited partnership, to assist in the renovation and rehabilitation of Congress Center at 403 South State Street (formerly the Sears Roebuck store), which will create expanded employment in the adjacent Near South Side Community; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon review by the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$5,500,000.00 of Urban Development Action Grant funds to the trustee, LaSalle National Bank, for the purpose of assisting in the renovation and rehabilitation of Congress Center, and which Redevelopment Agreement obligates the developer to rehabilitate and renovate the aforesaid Congress Center by expending approximately

(Continued on page 5186)

## LIST OF EXHIBITS

PARAGRAPH	EXHIBIT #	TITLE
A (1)	A	Customers and Allocations
B (1), B (3)	B	Avg., Max. & Min. Day Water Amounts
C (1)	C	Schematic Drawing of System
C (1)	D	Proposed Location of Pumping Station and Reservoir
C (3)	E	Cost Breakdown of Operating INTERCONNECTION FACILITIES
C (11)	F	Cost Breakdown of Construction of INTERCONNECTION FACILITIES

## Exhibit A

WATER SUPPLY CONTRACT BETWEEN  
THE CITY OF CHICAGO AND THE  
DU PAGE WATER COMMISSION

July 1, 1983

Du Page Water Commission Customers	Illinois Dept. of Transportation Allocation of Lake Michigan Water								
	1985	1986	1987	1988	1989	1990	2000	2010	202
	(Million Gallons per Day)								
1. Addison	4.717	4.728	4.791	4.854	4.917	4.980	5.655	5.637	5.8
2. Bensenville	2.549	2.543	2.564	2.585	2.607	2.628	2.855	2.857	2.9
3. Bloomingdale	2.012	2.044	2.135	2.227	2.319	2.411	3.553	3.538	3.6
4. Carol Stream	2.294	2.394	2.493	2.593	2.693	2.793	3.916	4.004	4.1
5. Citizens Utilities (1)	1.278	1.280	1.292	1.305	1.317	1.330	1.464	1.469	1.5
6. Clarendon Hills (2)	0.745	0.745	0.745	0.745	0.745	0.749	0.773	0.778	0.7
7. Darien	1.219	1.270	1.321	1.373	1.426	1.480	2.057	2.058	2.1
8. Downers Grove	5.967	6.022	6.136	6.250	6.364	6.479	7.785	7.772	7.9
9. Du Page County (3)	0.587	0.609	0.633	0.658	0.682	1.492	1.705	1.711	1.7
10. Elmhurst	5.819	5.859	5.899	5.940	5.981	6.021	6.362	6.348	6.4
11. Glendale Hts.	2.057	2.087	2.118	2.149	2.180	2.211	2.496	2.506	2.5
12. Hinsdale	2.792	2.790	2.819	2.484	2.877	2.906	3.176	3.174	3.2
13. Lisle	2.200	2.289	2.379	2.470	2.560	2.652	3.747	3.768	3.8
14. Lombard	4.279	4.312	4.392	4.473	4.553	4.634	5.541	5.562	5.7
15. Naperville	7.936	8.274	8.611	8.949	9.286	9.624	15.570	16.184	16.5
16. Oak Brook	4.060	4.059	4.097	4.137	4.176	4.219	4.484	4.504	4.5
17. Oak Brook Terr.	0.483	0.519	0.555	0.591	0.627	0.663	0.971	1.054	1.0
18. Roselle	1.880	1.918	1.956	1.995	2.033	2.072	2.450	2.468	2.5
19. Villa Park	2.302	2.312	2.321	2.330	2.340	2.349	2.399	2.397	2.4
20. Westmont	1.525	1.565	1.628	1.691	1.754	1.818	2.578	2.580	3.0
21. Wheaton	5.534	5.609	5.684	5.759	5.834	5.909	6.739	6.747	6.9
22. Willowbrook	0.466	0.473	0.481	0.489	0.496	0.504	0.580	0.586	0.6
23. Wood Dale	1.040	1.072	1.104	1.136	1.168	1.200	1.599	1.764	1.8
24. Woodridge	2.398	2.416	2.461	2.507	2.553	2.599	3.014	3.024	3.0
Total	66.139	67.189	68.615	69.690	71.488	73.723	91.469	92.490	95.0

(1) Includes: Arrowhead  
Lombard  
Valleyview  
Country Club Highlands

(2) Current Allocation Different from the Original 1980 Allocation

(3) DuPage County Public Works Service Area Includes:  
Hinswood                      Rosewood Trace  
Lake-in-the-Woods        Steeple Run  
Farmingdale                Glen Ellyn Heights

## Exhibit B

WATER SUPPLY CONTRACT BETWEEN  
THE CITY OF CHICAGO AND THE  
DU PAGE WATER COMMISSION

BASED ON ALLOCATION YEAR  
October 1 to September 30

<u>YEAR</u>	<u>Annual *Average Day MGD</u>	<u>Maximum Day MGD</u>	<u>** Minimum Annual MG (50% of IDOT Allocation X .365)</u>
1985	66.139	112	12,070
1986	67.189	114	12,262
1987	68.615	117	12,522
1988	69.690	118	12,718
1989	71.488	122	13,047
1990	73.723	125	13,454
1991-2000	73.723 - 91.469	125 - 155	13,454 - 16,693
2001-2010	91.469 - 92.490	155 - 157	16,693 - 16,879
2011-2020	92.490 - 95.640	157 - 163	16,879 - 17,454

Annual Average Day, Maximum Day and Minimum Day Values For:  
Years between 1990 and 2000 are straight line progressions  
2000 and 2010 " " " "  
2010 and 2020 " " " "

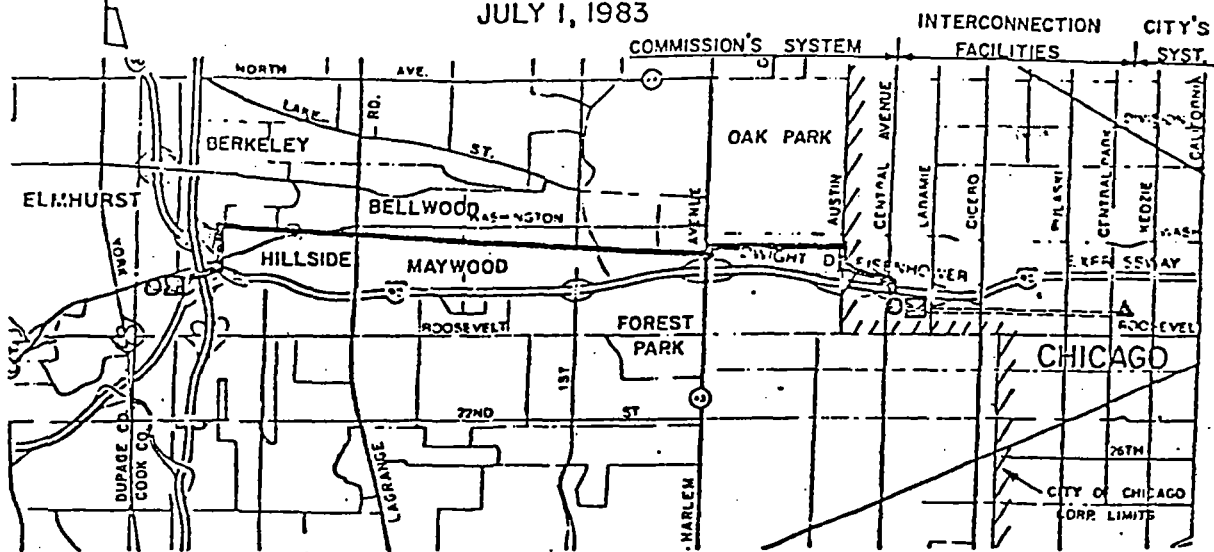
\* Sum of DuPage Water Commission Customer  
IDOT Lake Michigan Allocations

\*\* To be adjusted based on current water allocations



## EXHIBIT C

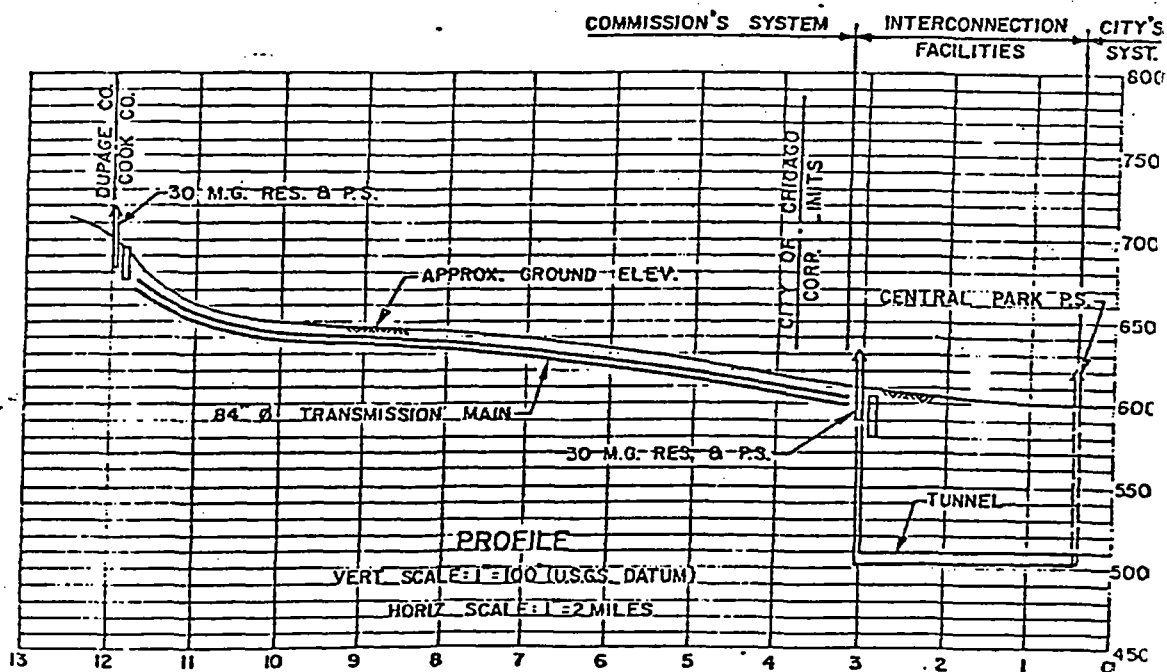
WATER SUPPLY CONTRACT BETWEEN  
THE CITY OF CHICAGO AND  
THE DUPAGE WATER COMMISSION  
JULY 1, 1983



PLAN  
SCALE: 1" = 2 MI.

## LEGEND

- ▲ ; CENTRAL PARK P.S.      === ; TUNNEL  
 □ ; 30 M.G. RES. & P.S.      — ; 84" Ø TRANSMISSION MAIN



ALVORD, BURDICK & HOWSON  
ENGINEERS  
CHICAGO

EXHIBIT D

Alvord, Burdick & Howland  
ENGINEERS 1983  
CHICAGO

SCALE: 1"=400'

N

LACAMIE AVE.

PROPOSED LOCATION OF RESERVOIR  
AND PUMPING STATION IN CHICAGO

830 IL

SITE #10

20 MIL. GAL.  
FUTURE UNDERGROUND  
RESERVOIR

STATE OF ILL.  
DEPT. OF  
VEHICLES

30 M.G. UNDERGROUND  
RESERVOIR

SITE #15

STATION LINE

EISENHOWER EXPWY.

CENTRAL AVE.

ROOSEVELT RD.

COLUMBUS  
PARK

## EXHIBIT E

The direct cost of operating and maintaining the INTERCONNECTION FACILITIES pumping station as determined under Paragraph C (3) shall consist of:

- a. - Salaries of Operating Personnel
- b. - Energy for Heating and Cooling the Facilities
- c. - Repair and Replacement of Pumps, Motors, etc.
- d. - Repair and maintenance of Building and surrounding area of Pumping Station and Reservoir

## EXHIBIT F

- 1) Cost of the INTERCONNECTION FACILITIES construction project eligible for reimbursement by the CITY to the COMMISSION as described in Paragraph C (11) of the contract include the following:
  - a. LAND - Includes those costs pertaining to the acquisition of property required to construct the INTERCONNECTION FACILITIES.
  - B. ENGINEERING - Includes those engineering costs pertaining to the design and construction of the INTERCONNECTION FACILITIES.
  - c. CONSTRUCTION - Includes those costs which apply to the actual construction of the INTERCONNECTION FACILITIES.
  - d. INTEREST ON CONSTRUCTION - To be determined based only on monies actually paid out at any interval of time to engineers, landowners and construction contractors for purposes of the INTERCONNECTION FACILITIES. Interest will begin to accrue with the first payment for construction, and will initially be based on that payment and any amount previously paid landowners and engineers. Interest will continue to accrue on these monies and will begin to accrue on further construction payments from the time said payments are made, until either construction is completed and the INTERCONNECTION FACILITIES placed in service or for a period of four years from the initial date of the first payment for construction, whichever period is shorter. Interest will be at the same rate at which obligations are sold by the COMMISSION to finance the construction of the FACILITIES.
  - e. EQUIPMENT - Includes the cost of equipment required for OPERATION of the INTERCONNECTION FACILITIES.
- 2) Once the INTERCONNECTION FACILITIES are completed and placed in service or four years after the initial date of the first payment for construction, whichever period is shorter, the COMMISSION and the CITY will reach agreement on the selection of an independent accounting or engineering firm for the purpose of determining the actual aggregate costs of the INTERCONNECTION FACILITIES eligible for reimbursement. The COMMISSION will engage the agreed to firm and will provide copies of all records pertinent to determining the costs of the INTERCONNECTION FACILITIES. Both the COMMISSION and the CITY agree to pay one-half of the fee of the auditing firm with the COMMISSION initially paying the fee and the CITY rebating its portion as part of the INTERCONNECTION FACILITIES cost.

(Continued from page 5178)

\$21,866,000.00 in private funds in addition to the City loan; and further obligates developer to use its best efforts to create 857 new, permanent job opportunities as represented in the original application for funds.

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

Agreement made in Chicago, Illinois, as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the City of Chicago, Illinois (the "City"), by and through the Department of Economic Development ("DED"), having its offices at Room 2800, 20 North Clark Street, Chicago, Illinois 60602; LaSalle National Bank, not individually but as trustee under Trust No. 106142 dated February 1, 1984 ("Borrower"), the sole beneficiary of which is One Congress Center, an Illinois limited partnership, having its principal offices at 1919 South Highland Avenue, Lombard, Illinois 60148.

W I T N E S S E T H:

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

Whereas, it is the intention of Borrower to renovate a former Sears Roebuck facility at 403 South State Street, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

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

Whereas, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-84-AA-17-0135 (the "UDAG Grant") which provides that \$5,500,000 may be loaned by the City to Borrower for the above purposes; and

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

Now, Therefore, the parties hereto agree as follows:

*Section I. Definitions.*

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

1.1. "Property" shall mean the land, buildings and fixtures located at 403 South State Street, Chicago, Illinois.

1.2. "Lender" shall mean The Northern Trust Company.

1.3. "UDAG Grant Agreement" shall mean the Agreement Numbered B-84-AA-17-0135 and dated January 26, 1984 between the Secretary of Housing and Urban Development and the City.

*Section II. Consideration.*

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

*Section III. Loan.*

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

*Section IV. Developer's Covenants.*

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

4.2. Developer shall use its best efforts to cause to add to its present work force within 48 months after the date of preliminary approval of the UDAG Grant Agreement, 857 permanent jobs, of which 171 will be for low and moderate income persons, 171 will be for CETA-eligible persons, and 257 will be for minority persons.

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

4.4. Developer shall abide by all terms and conditions of Articles III, IX and X and Exhibits E and F of the UDAG Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.5. The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the UDAG Grant Agreement.

*Section V. Inspection and Review.*

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

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

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

*Section VI. No Assignment or Succession.*

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

*Section VII. Housing and Urban Development Approval.*

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

*Section VIII. Disclaimer of Relationship.*

Nothing contained in this Agreement or in the UDAG Grant Agreement, nor any act of the

Secretary or of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary of the City.

*Section IX. Time of the Essence.*

Time is of the essence of this agreement.

*Section X. Certificate of Completion.*

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

*Section XI. Restrictions on Use.*

During the term of the Loan, Developer shall devote the Property solely for purposes of conducting its business.

*Section XII. Other Security Interests.*

12.1. During the term of the Loan, Borrower may grant security interests in, or may otherwise encumber the UDAG collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the UDAG Collateral.

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

*Section XIII. Delay in Performance.*

13.1. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceeding or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, 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 with respect to any specific default by Borrower or Developer under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by Borrower or Developer under this Section, or with respect to the particular default, except to the extent specifically waived in writing.

*Section XIV. Conflict of Interest.*

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

*Section XV. Limitation of Liability.*

Borrower and Developer expressly agrees that no member, official, employee or agent of City

shall be individually or personally liable to Borrower or Developer, their successors or assigns in the event of any default or breach by the City under this Agreement.

*Section XVI. Equal Employment Opportunity.*

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

16.1. Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Developer will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

16.3. Developer will include the provisions of subsections 16.1 and 16.2 of this Section XVI in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

*Section XVII. Additional Provisions.*

17.1. Any signs erected regarding the Project shall be consistent with criteria set by the United States Department of Housing and Urban Development.

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

If to City:

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

If to Borrower or Developer:

\_\_\_\_\_  
\_\_\_\_\_  
Chicago, Illinois \_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

17.3. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be effected thereby, each of the provisions hereof being severable in any such instance.



17.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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

City of Chicago

By: \_\_\_\_\_  
Commissioner, Department of  
Economic Development of the  
City of Chicago

Reviewed as to form and legality:

\_\_\_\_\_  
Assistant Corporation Counsel

LaSalle National Bank, Trustee

By: \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
General Partner

Attest:

Exhibit A  
To Redevelopment Agreement

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

(a) City shall lend Borrower \$5,500,000 of grant funds for renovation by Developer of a vacant building.

2. Developer and Borrower agree to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Borrower shall acquire, and Developer shall rehabilitate the Property to develop the Project for a total cost of \$26,866,000.

(b) Developer shall provide at least \$6,356,000 of cash equity renovation.

(c) Developer shall borrow from Northern Trust Company at least \$15,000 for acquisition and renovation costs.

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

Exhibit B  
To Redevelopment Agreement

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

1. Construction Loan.

(a) The principal amount of the loan shall be \$5,500,000.

(b) Interest at the rate of 5% per annum shall be accrued on all UDAG Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form a new enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the UDAG Grant funds to Borrower and shall continue for a period of 24 months from said initial disbursement, but in no event later than April 25, 1986.

(d) After Developer has certified to City and HUD that Developer has sufficient funds on hand or irrevocably available to it to complete its obligations per the UDAG Grant Agreement and has identified the sources of said funds, then the UDAG funds can be drawn down under the following criteria:

- (i) Drawn requests for said loan proceeds shall be made only on a monthly draw basis on A.I.A. forms, certified to and approved by the Development Architect and/or the Engineer, and/or such other certifying official as may be approved by the Developer and the City.
- (ii) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a stage basis, a voucher and paid receipts basis, or any combination of same.
- (iii) No disbursement of the UDAG Grant funds shall be made unless and until Borrower or Developer shall have furnished to City an ALTA policy for mortgage title insurance, in the full amount of the loan, insuring that City will be the holder of a valid lien on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, and not subordinated to any security interest except those of Lender and an interim gap lender to secure a loan in an amount not to exceed \$21,366,000.
- (iv) No disbursement of UDAG Grant funds shall be made unless and until Developer shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.
- (v) No disbursement of the UDAG Grant funds shall be made until all of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of HUD and the Secretary of HUD has authorized the City to draw down such funds from its letter of credit.

- (vi) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of UDAG Grant funds for every \$3.90 of private funds expended by Developer and Borrower for the Project.

2. Permanent Loan.

(a) The permanent loan shall be the sum total of \$5,500,000 (the original principal) plus the interest accrued during the construction period.

(b) The term of the loan shall be 15 years commencing upon completion of construction but in no event later than April 25, 1986.

(c) The interest rate shall be 5% per annum.

(d) Interest payments shall be deferred and accrued for the first 42 months of the loan term and said accrued interest added to the principal balance of the loan. Thereafter, 137 equal monthly payments of interest and principal shall be made to the City based upon a 25 year amortization schedule; and a final balloon payment of the remaining principal loan balance plus all accrued and unpaid interest thereon.

3. Sale/Refinancing. The entire balance of the outstanding principal of the UDAG loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Developer, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the project, improvements and/or capital equipment situated thereon.

4. Notwithstanding anything to the contrary herein, any syndication during the three year period following initial disbursement of construction loan proceeds and/or any refinancing of Lender's construction loan whether by a rollover into a permanent loan or a take-out by a different end lender (not currently on HUD's list of disapproved lenders), shall not cause an acceleration of the loan.

5. Prepayment of Loan. The loan may be prepaid at any time without penalty.

Exhibit C  
To Redevelopment Agreement

As security for the loan to be made pursuant to this Agreement, Borrower and Developer agree as follows:

1. Mortgage. The loan shall be secured by a deed of trust or mortgage in favor of City upon all land, buildings, plant and fixtures comprising the Project.

(a) The security position of the City may only be subordinated to the security interests of Lender and an interim gap lender, if any, the latter for a period not to exceed three years from initial disbursement of the construction loan in an amount not to exceed \$21,366,000, which shall be reduced to a maximum of \$15,000,000 upon the payoff of the interim gap lender. The City's mortgage shall also contain standard provisions to protect the interest of the City, including, for example a provision that a default under any prior mortgages which could permit a foreclosure by prior mortgagees shall constitute a default under the City's mortgage and the unpaid principal balance and interest shall be immediately due and payable. The mortgage shall not contain an exculpation clause in favor of Developer.

2. Events of Default. Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the obligations or of any covenants or liabilities contained or referred to herein, or in any of the obligations; (b) any warranty, representation or statement made or furnished to City by or on behalf of Developer proving to have been false in any material respect when made or furnished; (c) substantial damage, destruction, sale or encumbrance to or of any of the property, or the making of any levy, seizure or attachment thereof or thereon; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Developer or any guarantor or surety for Developer, or default to the Senior Lender.

3. Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option, may declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under its mortgage and the Uniform Commercial Code of Illinois, as applicable.

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

4. General.

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

(b) All rights of City to and under this Agreement shall pass to and may be exercised by any assignee thereof. Developer agrees that if City gives notice to Developer of an assignment of said rights, upon such notice, the liability of Developer to the assignee shall be immediate and absolute. Developer will not set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder, provided that Developer shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

(c) The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of Illinois.

5. Additional Security. Collateral assignment of all leases and rents necessary for the operational success of the Project.

6. Guarantee. The repayment of the loan and completion of the Project shall be unconditionally and irrevocably guaranteed by Developer to the extent of its assets in the Project.

Exhibit D  
To Redevelopment Agreement

1. The Northern Trust Company shall loan the sum of \$15,000,000 to Borrower for the purpose of acquisition and renovation of property.

2. Borrower shall provide not less than \$6,366,000 in equity funds for renovation, fixed assets and working capital.

SECTION 2. This ordinance shall be effective by and from the date of its passage.

Authority Granted for Submission of U.D.A.G. Application  
for Park West Professional Building Project Located  
at No. 2661 N. Halsted Street.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an Urban Development Action Grant application for the Park West Professional Building and Immediate Care Center facility project to be located at 2661 North Halsted Street, in the amount of \$1,020,000.

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

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

*Nays*--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

WHEREAS, The Park West Partners, has proposed to construct a professional building and immediate care facility located at 2661 North Halsted Street in the 43rd Ward of the City of Chicago by expending private funds in the amount of Four Million Dollars (\$4,000,000.00); and

WHEREAS, It is projected that the development project will generate approximately 107 new employment opportunities principally benefitting the persons of low and moderate income of the Lincoln Park community, and generate approximately \$83,552 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Planning has prepared an application for an Urban Development Action Grant in the amount of One Million, Twenty Thousand Dollars (\$1,020,000.00) to be used along with private funds in the construction of the facility; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of One Million, Twenty Thousand Dollars (\$1,020,000.00) for the Park West Professional Building and Immediate Care Facility Project.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, Department of Planning an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Park West Professional Building and Immediate Care Facility Project.

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

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**Authority Granted for Submission of U.D.A.G. Application  
for Cermak/Rockwell Neighborhood Commercial  
Development Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an Urban Development Action Grant Application for the Cermak/Rockwell Neighborhood Commercial Development Project in the amount of \$865,000.

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

*Yeas*--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--44.

*Nays*--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

WHEREAS, The Modern Way Petroleum, No. 5, Incorporated, has proposed a neighborhood shopping center located at Rockwell and Cermak in the 25th Ward of the City of Chicago by expending private funds in the amount of Three Million, Seven Hundred Thousand Dollars (\$3,700,000.00); and

WHEREAS, It is projected that the neighborhood shopping center project will generate 150 new employment opportunities benefitting the economically distressed Little Village community, and generate approximately \$258,078 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Planning has prepared an application for an Urban Development Action Grant in the amount of Eight Hundred and Sixty-five Thousand Dollars (\$865,000.00) to be used along with private funds in the construction of the center; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of Eight Hundred Sixty-five Thousand Dollars (\$865,000.00) for the Cermak/Rockwell Neighborhood Commercial Development Project.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, Department of Planning an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Cermak/Rockwell Neighborhood Commercial Development Project.

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

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**Execution of Agreement Authorized Between City and State for  
Right of Way Acquisition of Two Parcels of Land at  
Intersection of Central Av., Foster Av. and  
Northwest Hwy.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing execution of a project agreement between City of Chicago and State of Illinois for the right of way acquisition of two parcels of land at the intersection of Central Avenue, Foster Avenue and Northwest Highway in the amount of \$200,000.

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

Yeas--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--44.

Nays--None.

Alderman Stemberk 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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for right-of-way acquisition described therein, said agreement to be substantially in the following form:

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 1983, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to purchase certain parcels of right-of-way to eliminate safety hazards at the intersection of Central Avenue, Foster Avenue and Northwest Highway, hereinafter referred to as the "Project" and described in paragraph 8; and

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

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System Funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the right of way acquisition required for said Project; and

Whereas, the City has completed the Preliminary (Phase I) engineering for the Project and is desirous of proceeding with the right of way acquisition therefor; and

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

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Federal Share and Non-Federal (State) share of the costs incurred in connection with the right-of-way for the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other actions.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, plats, legal descriptions and estimates of cost for said Project.
4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this Project in accordance with the requirements

of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.

5. To finance the acquisition pending progressive reimbursement by the State of the Non-Federal (State) and Federal shares of costs.
6. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

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

7. That all prior agreements, or portions thereof, between the City and the State which refer to the right-of-way acquisition of this Project are superceded by this agreement.
8. That said Project generally consists of the purchase of two parcels of right-of-way within the intersection of Central, Foster and Northwest Highway as a protective buy, for the purpose of preventing the private use of these parcels, which would cause or create traffic hazards at this intersection.
9. That the estimated cost of the right of way acquisition for the Project is \$200,000 and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the acquisition will be:

Federal-Aid Share (FAU) (75.18% of \$200,000)	\$	150,360
Non-Federal Share (State): (24.82% of \$200,000)	\$	<u>49,640</u>
Total:	\$	200,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal (State) Share) shall be limited to a maximum of \$54,604, with any Non-Federal share required in excess of that amount to be provided by the City, or by amendment to this agreement.

10. That the City shall be responsible for 100% of any right-of-way acquisition costs not eligible for Federal participation.
11. That standard Federal-Aid procedures and requirements shall apply to the right-of-way acquisition for this Project.
12. That the Commissioner of Public Works is authorized to execute revisions to this agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in paragraph 9.

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

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



[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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**Transfer of Funds Authorized and Directed for Department  
of Finance-General.**

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-9112-823	For legal, technical, medical and professional services, appraisers, consultants, printers, court reporters and professional services: authorized by City Council.	\$ 30,000

<i>To Account</i>	<i>Purpose</i>	<i>Amount</i>
100-9112-730	Contingent and other expenses for corporate purposes not otherwise provided for: under the direction of the City Council.	\$ 30,000

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

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

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

*Nays*--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

---

**Transfer of Funds Authorized and Directed for Committee on  
Community Services.**

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1278-000	Personal Services	\$ 1,500

<i>To Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1278-300	Commodities	\$ 500
100-1278-700	Contingencies	\$ 1,000

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

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

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

*Nays*--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

#### Authority Granted for Issuance of Free Permits and License Fee Exemptions for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (September 28, October 12, 20, 31, November 9, 23, December 6, 9, 16, 22, 28, 1983, January 11 and February 8, 1984) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

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

*Nays*--None.

Alderman Stemberk 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):

## FREE PERMITS.

*Northwestern Memorial Hospital.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital for electrical installations on the premises known as No. 259 E. Erie 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.

---

*Woodlawn Hospital (Evangelical Health Systems).*

*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 Woodlawn Hospital (Evangelical Health Systems), No. 6060 S. Drexel Avenue, for installation of smoke stop partitions on 6 patient floors and expansion of the fire alarm system on the premises known as 6060 S. Drexel Avenue.

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

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

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LICENSE FEE EXEMPTIONS.*Homes.**Augustana Center/Lutheran Social Services of Illinois.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Augustana Center/Lutheran Social Services of Illinois, No. 7464 N. Sheridan Road, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

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*Bohemian Home for the Aged.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bohemian Home for the Aged, No. 5061 N. Pulaski Road, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1983.

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

—  
*Bohemian Home for the Aged.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bohemian Home for the Aged, No. 5061 N. Pulaski Road, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

—  
*Church Home.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Church Home, No. 5445 S. Ingleside Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

—  
*Convalescent Home of the First Church of Deliverance.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Convalescent Home of the First Church of Deliverance, No. 4314 S. Wabash Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

—  
*Danish Home.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Danish Home, No. 5656 N. Newcastle Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

—  
*Jewish Home for the Blind.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Jewish Home for the Blind, No. 3524 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

—  
*Little Sisters of the Poor.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Little Sisters of the Poor, No. 2325 N. Lakewood Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

—  
*Northwest Home for the Aged.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Northwest Home for the Aged, No. 6300 N. California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

—  
*Norwegian Lutheran Bethesda Home Association.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Norwegian Lutheran Bethesda Home Association, No. 2833 N. Nordica Avenue, Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

—  
*Norwood Park Home (The Norwegian Old Peoples Home Society of Chicago, Illinois).*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Norwood Park Home (The Norwegian Old Peoples Home Society of Chicago, Illinois), No. 6016 N. Nina Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1984.

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

—  
*St. Mary's Square Living Center of Chicago, Inc.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the St. Mary's Square Living Center of Chicago, Inc., No. 7270 S. South Shore Drive, is hereby exempted from payment of the annual license fee provided

therefore in Section 136-4, for the year 1984.

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

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*United Methodist Homes and Services.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the United Methodist Homes and Services, No. 1415 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1984.

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

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*Warren N. Barr Pavilion.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Warren N. Barr Pavilion (nursing home), Illinois Masonic Medical Center, 66 W. Oak Street is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for year 1984.

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

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*Hospitals.*

*Chicago Center Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

Chicago Center Hospital  
No. 426 W. Wisconsin Street.

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

---

*The Hospital of Englewood.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

The Hospital of Englewood  
No. 6001 S. Green Street.

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

*Hyde Park Community Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

Hyde Park Community Hospital  
No. 5800 S. Stony Island Avenue.

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

*Northwest Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

Northwest Hospital  
No. 5645 W. Addison Street.

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

*Rehabilitation Institute of Chicago.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

Rehabilitation Institute of Chicago  
No. 345 E. Superior Street.

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

*St. Elizabeth Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

Saint Elizabeth Hospital  
No. 1431 N. Claremont Avenue

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

*Woodlawn Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

Woodlawn Hospital  
No. 6060 S. Drexel Avenue.

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

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*Day Care Centers.*

*Mary Crane League Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1984:

Mary Crane League Day Care Center  
No. 2905 N. Leavitt Street.

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

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*North Park Church Nursery 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, 1984:

North Park Church Nursery School  
No. 5250 N. Christiana Avenue.

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

---

*Young Men's Jewish Council Parent and Child/Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1984:

Young Men's Jewish Council Parent and Child/Day Care Center  
No. 957 W. Grace Street.

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



*YWCA Kids Day Out.*

*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, 1984:

YWCA Kids Day Out  
No. 5244 N. Lakewood Avenue.

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

—  
*Dispensary.*

*College of Podiatric Medicine.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the College of Podiatric Medicine, No. 1001 N. Dearborn Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1984.

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

—  
*Erie Family Health Center, Inc.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Erie Family Health Center, Inc., No. 1347 W. Erie Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1984.

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

—  
*Family Guidance Centers, Inc.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Family Guidance Centers, Inc., No. 1150 N. State Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1984.

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

—  
*Howard Brown Memorial Clinic.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Howard Brown Memorial Clinic, No. 2676 N. Halsted Street, is hereby exempted from payment of the annual dispensary license fee provided therefor, for the year 1984.

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

*Infant Welfare Society of Chicago.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Infant Welfare Society of Chicago, No. 1931 N. Halsted Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1984.

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

*Institute of Development Behavior, Ltd.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Institute of Development Behavior, Ltd. No. 1150 N. State Street, Suite 300, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1984.

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

*Midwest Population Center.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Midwest Population Center, No. 100 E. Ohio Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1984.

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

*Near North Health Service Corporation.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Near North Health Service Corporation, No. 1441 N. Cleveland Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1984.

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

*Dr. William M. Scholl College of Podiatric Medicine.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Dr. William M. Scholl College of Podiatric Medicine, No. 1001 N. Dearborn Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1984.

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

*Food Dispensers.*

*Easter Seal Society of Metropolitan Chicago, Inc.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Easter Seal Society of Metropolitan Chicago, Inc., No. 2345 W. North Avenue, is hereby exempted from payment of the annual food dispenser license fee for the year 1984.

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

---

*Evangelical Health Systems (Woodlawn Hospital).*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Evangelical Health Systems (Woodlawn Hospital), No. 6060 S. Drexel Avenue, is hereby exempted from payment of the annual food dispenser (retail) license fee for the year 1984.

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

---

*First Saint Paul's Evangelical Lutheran Church  
(for Year 1983).*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the First Saint Paul's Evangelical Lutheran Church, No. 1301 N. LaSalle Street, is hereby exempted from payment of the annual food dispenser (retail) license fee for the year 1983.

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

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*First Saint Paul's Evangelical Lutheran Church  
(for Year 1984).*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the First Saint Paul's Evangelical Lutheran Church, No. 1301 N. LaSalle Street, is hereby exempted from payment of the annual food dispenser (retail) license fee for the year 1984.

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

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**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 February 8, 1984 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

*Ordered.* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Ada S. McKinley Community Services No. 6200 S. Sangamon Street	B4-300604 (Bldg.)	\$ 23.00
Bernard Horwich Center No. 3003 W. Touhy Avenue	D1-331618 (Sign)	7.50
Chase House, Inc. No. 211 S. Ashland Boulevard	A1-312351 (Elev.)	23.00
Chicago Association for Retarded Children No. 8 S. Michigan Avenue	B4-300546 (Fire Prev.)	23.00
Copernicus Foundation No. 5216 W. Lawrence Avenue	P1-310707 (Fuel Burn. Equip.)	60.00
Grace Convalescent Home No. 2800 W. Grace Street	A1-311958 (Elev.)	46.00
Inner City Impact No. 2704 W. North Avenue	P1-311654 (Fuel Burn. Equip.)	20.00
Japanese American Service Committee No. 4427 N. Clark Street	P1-311818 (Fuel Burn. Equip.)	40.00
Louis A. Weiss Memorial Hospital (sundry locations)	B4-300441 B4-300565 (Bldg.)	92.00 69.00
The Lutheran Day Nursery Nos. 1802-1808 N. Fairfield Avenue	A1-311264 (Elev.)	23.00
	P1-313664 (Fuel Burn. Equip.)	20.00
Northwest Home for the Aged No. 6300 N. California Avenue	P1-312569 (Fuel Burn. Equip.)	95.00
Northwestern Memorial Hospital (sundry locations)	B1-319894 (Bldg.)	103.50
	P1-314206 (Fuel Burn. Equip.)	20.00
Northwestern University Settlement No. 1400 W. Augusta Boulevard	P1-311932 (Fuel Burn. Equip.)	80.00
Resurrection Day Nursery No. 1849 N. Hermitage Avenue	P1-313659 (Fuel Burn. Equip.)	20.00
St. Anne's Hospital No. 4950 W. Thomas Street	Nos.1 and 3 Tube Bl.	40.00
St. Joseph Home of Chicago, Inc. No. 2650 N. Ridgeway Avenue	B4-300324 (Fire Prev.)	57.50
St. Pauls House No. 3831 N. Mozart Street	A1-311983 (Elev.)	23.00

South Shore Community Center No. 7601 S. Phillips Avenue	P1-308953 (Fuel Burn. Equip.)	55.00
The University of Chicago (sundry locations)	A1-308206 (Elev.)	92.00
	B1-320193	46.00
	B1-321096 (Bldg.)	46.00
	P1-308326	125.00
	P1-308328	105.00
	P1-310718	105.00
	P1-312975	65.00
	P1-312976	20.00
	P1-312978	20.00
	P1-312979	20.00
	P1-313251	40.00
	P1-313252	40.00
	P1-313819	90.00
	P1-313821	65.00
	P1-313838	85.00
	P1-313850	40.00
	P1-313860	40.00
	P1-313862	40.00
	P1-313864	40.00
	P1-313865	100.00
	P1-313889	40.00
	P1-313895	80.00
	P1-313896	20.00
	P1-315605	30.00
	P1-315608	95.00
	P1-315614	110.00
	P1-315616	60.00
	P1-315619	95.00
	P1-313861	35.00
	P1-315741	220.00
	P1-311696 (Fuel Burn. Equip.)	90.00

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

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

*Nays*--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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**Authority Granted for Installation of Water Main on  
S. Avenue L Between E. 115th and E. 116th  
Streets.**

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

*Ordered*. That the Commissioner of Water is hereby authorized and directed to install a "water main" on S. Avenue L between E. 115th Street and E. 116th Street for private benefit.

(Michael Dunn - 11551 S. Avenue L)

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

*Yeas*--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--44.

*Nays*--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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**Authority Granted to Install Alley Light at  
No. 1432 N. Hamlin Avenue.**

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

*Ordered*, That the Commissioner of Streets and Sanitation is hereby authorized and directed to install an alley light in the rear of the premises located at No. 1432 N. Hamlin Avenue.

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

*Yeas*--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--44.

*Nays*--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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**Authority Granted for Payments of Hospital, Medical and  
Nursing Services Rendered Certain Injured Members  
of Police and Fire Depts.**

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

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

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

*Nays*--None.

The following is said order as passed:

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

[Regular Orders printed on pages 5213 through 5215  
of this Journal.]

and

*Be It Further Ordered*, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party order printed on page 5216.]

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*Action Deferred*--ON MAYOR'S APPOINTMENT OF SHARON GIST GILLIAM  
AS BUDGET DIRECTOR OF THE CITY OF CHICAGO.

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

CHICAGO, February 24, 1984.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication recommending approval of the appointment of Sharon Gist Gilliam as Budget Director of the City of Chicago having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

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

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*Action Deferred*--ON MAYOR'S APPOINTMENT OF LESTER S. DICKINSON  
AS COMMISSIONER OF DEPARTMENT OF STREETS AND SANITATION  
OF CITY OF CHICAGO.

The Committee on Finance submitted the following report, which was, on motions of Alderman Kellam and Alderman Kotlarz, *Deferred* and ordered published:

CHICAGO, February 24, 1984.

*To the President and Members of the City Council:*

(Continued on page 5217)

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING ON 2/24/84

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARIAS	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	11/22/83	97.00
ATKINS	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/30/83	135.00
BAILEY	POLICE OFFICER	DEFECTIVE DIV AREA 1 PROPERTY	9/22/83	4412.70
BALCER	POLICE OFFICER	LEVELNTH DISTRICT	5/22/83	194.50
BANASZKIEWICZ	POLICE OFFICER	FIFTEENTH DISTRICT	11/28/83	226.00
BARRAS	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	11/22/83	215.80
BENNETT	POLICE OFFICER	NINETEENTH DISTRICT	11/05/83	99.00
BURKE	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/06/83	121.00
BURKE	POLICE OFFICER	THIRD DISTRICT	11/21/83	273.30
BURTON	POLICE OFFICER	NINETEENTH DISTRICT	11/08/83	126.00
BYRD	POLICE OFFICER	SECOND DISTRICT	11/23/83	129.00
CALHOUN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/31/83	74.00
CALLAHAN	POLICE OFFICER	FOURTH DISTRICT	8/02/83	249.00
CRUMP	POLICE OFFICER	FIFTH DISTRICT	11/06/83	112.00
DEAN	POLICE OFFICER	SECOND DISTRICT	11/15/83	75.00
DIAZ	POLICE OFFICER	THIRTEENTH DISTRICT	11/17/83	75.00
DIAZ	POLICE OFFICER	THIRTEENTH DISTRICT	11/20/83	107.00
DONNELLY	POLICE OFFICER	TENTH DISTRICT	7/18/83	27.00
DOYLE	POLICE OFFICER	YOUTH DIVISION AREA FOUR	11/10/83	114.05
FELDMAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/29/83	151.00
GREGOR	SERGEANT	NINTH DISTRICT	5/14/77	320.00
GROELLER	POLICE OFFICER	YOUTH DIVISION AREA THREE	2/17/83	200.00
GUZIK	POLICE OFFICER	TRAFFIC COURT SECTION	3/31/83	175.80
IGVARTO	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/01/83	595.50
KOSALA	SERGEANT	FIFTEENTH DISTRICT	11/22/83	822.20
KADUH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/28/83	100.00
LAKE	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/06/83	127.00
LANG	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/23/83	95.00
LETISER	POLICE OFFICER	TENTH DISTRICT	11/02/83	52.00
LEVANT	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	11/07/83	99.50
LEWIS	POLICE OFFICER	THIRTEENTH DISTRICT	11/29/83	112.00
MANUEL	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/28/77	299.00
MARA III	POLICE OFFICER	EIGHTH DISTRICT	11/29/83	57.75
MILLS	POLICE OFFICER	SECOND DISTRICT	11/15/83	81.00
MULVANEY	POLICE OFFICER	SIXTH DISTRICT	5/01/83	173.94
NAVARETE	POLICE OFFICER	TWELFTH DISTRICT	12/09/82	20.00
PERRY	POLICE OFFICER	DEFECTIVE DIV AREA 1 VIOLENT C	3/25/81	130.00
PEYLS	POLICE OFFICER	TENTH DISTRICT	4/06/82	5841.30
SAFFOLD	POLICE OFFICER	GOVERNMENT SECURITY DETAIL	11/22/83	319.00
SCHIEDORE	POLICE OFFICER	TWELFTH DISTRICT	5/04/82	160.00
SHALFFER	POLICE OFFICER	THIRTEENTH DISTRICT	10/08/83	159.00
STEELE	POLICE OFFICER	FOURTEENTH DISTRICT	2/18/82	75.00
TERRILL	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	5/01/80	100.00
WERCHETK	POLICE OFFICER	SIXTEENTH DISTRICT	2/01/78	706.05
WATLEY	LIEUTENANT	UNKNOWN	9/05/83	169.00
WILLIAMS	FIREFIGHTER	ENGINE COMPANY 47	12/24/83	229.00
WILLIAMS	FIREFIGHTER	TRUCK 29	12/25/83	126.00
WILLIAMS	LIEUTENANT	TRUCK 4	4/09/83	6711.13
WILLIAMS	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	2020.00



CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/24/84

REGULAR ORDERS

REPORT DATE 2/23/84  
PROGRAM--BPROG

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
CLIFF	LIEUTENANT	TRUCK 31	9/25/83	6106.65
COATS	FIREFIGHTER	TRUCK 28	12/24/83	91.00
CUNNORS	LIEUTENANT	ENGINE COMPANY 18	7/24/77	20.00
CUCCI	FIREFIGHTER	ENGINE COMPANY 129	1/08/84	315.40
CUNNINGHAM	FIREFIGHTER	ENGINE COMPANY 101	12/14/83	46.00
DEPLEDGE	FIREFIGHTER	ENGINE COMPANY 84	12/14/83	165.00
DREITSCHE	FIREFIGHTER	ENGINE COMPANY 117	10/19/83	314.00
DUNLAP	PARAMEDIC	AMBULANCE 11	10/21/83	206.00
FLAHERTY	FIREFIGHTER	ENGINE COMPANY 7	12/26/83	106.00
FRIGE	FIREFIGHTER	TRUCK 41	9/30/83	12.00
GILLIE	FIREFIGHTER	TRUCK 42	11/04/83	130.00
GILBERK	FIREFIGHTER	ENGINE COMPANY 28	12/10/82	2588.00
GRAHAM	FIREFIGHTER	ENGINE COMPANY 71	1/02/84	246.50
HAAAS	FIREFIGHTER	TRUCK 29	7/24/82	664.00
HARRITY	FIREFIGHTER	SQUAD 6	1/03/84	49.54
HELLERLING	PARAMEDIC	ERS CITY WIDE RELIEF	11/22/80	40.00
HUNTER	FIREFIGHTER	ENGINE COMPANY 47	12/24/83	195.80
ISA	FIREFIGHTER	ENGINE COMPANY 91	9/29/83	24.00
JUINGON	FIREFIGHTER	ENGINE COMPANY 76	12/13/83	131.20
JUSLIN	FIREFIGHTER	ENGINE COMPANY 119	12/19/83	58.50
KIMANIS	FIREFIGHTER	ENGINE COMPANY 93	12/23/83	85.00
KLETRICK	FIREFIGHTER	SQUAD 6	8/02/83	50.00
LAVIN	FIREFIGHTER	UNKNOWN	3/26/79	1313.60
LEWANDOWSKI	LIEUTENANT	TRUCK 47	1/29/83	3901.25
LOUGHNEY	BATTALION CHIEF	BATTALION 1/ENGINE COMPANY 13	9/28/83	140.00
LUCHESE	FIREFIGHTER	ENGINE COMPANY 91	12/30/83	100.00
LYNCH	FIREFIGHTER	SQUAD 6	12/24/83	380.20
MACGREGOR	FIREFIGHTER	ENGINE COMPANY 35	12/29/83	10.00
MATELING	FIREFIGHTER	TRUCK 14	9/29/83	44.00
MINOGUE	PARAMEDIC	AMBULANCE 26	4/02/83	31.76
MUELLER	LIEUTENANT	TRUCK 19	11/29/83	123.76
MURNAI	FIREFIGHTER	ENGINE COMPANY 112	12/21/83	27.00
NETSCHNACH	FIREFIGHTER	TRUCK 20	12/24/83	152.40
OBRYEN	CAPTAIN	SQUAD 1	1/02/84	348.44
ORRIS	FIREFIGHTER	ENGINE COMPANY 76	9/21/83	19.00
OSALLEY	FIREFIGHTER	AMBULANCE 31	8/10/83	181.85
TRIVEROUS	FIREFIGHTER	TRUCK 14	9/29/83	44.00
ORTIGA	FIREFIGHTER	TRUCK 29	9/04/83	93.00
OSHA	PARAMEDIC	AMBULANCE 47	1/19/83	127.10
PERMANIAN	FIREFIGHTER	TRUCK 25	12/20/83	190.00
PETERS	LIEUTENANT	TRUCK 15	11/28/83	8136.80
PROTOLIPAC	FIREFIGHTER	ENGINE COMPANY 122	11/28/83	905.50
REYNOLDS	FIREFIGHTER	ENGINE COMPANY 73	9/10/83	35.00
RICHARDS	FIREFIGHTER	ENGINE COMPANY 98	12/24/83	196.00
ROBINSON	FIREFIGHTER	TRUCK 36	1/01/84	33.00
ROLSTON	FIREFIGHTER	ENGINE COMPANY 29	10/09/83	42.12
VANER	FIREFIGHTER	ENGINE COMPANY 109	12/23/83	59.00
VAZQUEZ	PARAMEDIC	AMBULANCE 42	5/14/83	80.00
WINBUSH	FIREFIGHTER	ENGINE COMPANY 72	12/27/83	93.00

REPORT DATE 2/21/84  
 PROGRAM--PIR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/24/84

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MICHAEL R	FIREFIGHTER	SQUAD 3	5/16/83	120.00

WSOL

REPORT DATE 2/23/84  
PROGRAM--DEKOTO

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

## COUNCIL MEETING OF 2/24/84

## THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANTOL	POLICE OFFICER	FIFTEENTH DISTRICT	11/06/83	374.00
BENJAMIN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/16/83	125.35
RENSON	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/29/83	168.00
ROBLEY	POLICE OFFICER	FOURTEENTH DISTRICT	7/23/83	14.00
ROBERT	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/12/83	428.75
CAROSH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/25/83	126.35
CULON	POLICE OFFICER	FIFTH DISTRICT	11/27/83	293.00
CUTTIT	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/11/83	115.00
DALLY	POLICE OFFICER	FOURTEENTH DISTRICT	10/21/83	332.00
FLORNO JR	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/29/83	154.75
FLORNO JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/20/83	10760.35
FUTUA	POLICE OFFICER	FOURTH DISTRICT	3/10/83	225.00
GARCIA	POLICE OFFICER	THIRTEENTH DISTRICT	10/08/83	302.00
GLORI	POLICE OFFICER	FOURTEENTH DISTRICT	11/09/82	120.00
GRAYZEC	POLICE OFFICER	SEVENTEENTH DISTRICT	3/11/83	14.00
HAUSER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/23/83	720.00
JOYCE	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/29/83	208.00
WALFAS	POLICE OFFICER	CHARGE LAW ENFORCEMENT	10/13/83	79.50
KRICOURIAS	POLICE OFFICER	ELEVENTH DISTRICT	10/26/83	194.22
KRUPA	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/83	15.00
LOOMIS	POLICE OFFICER	EIGHTH DISTRICT	11/10/83	161.50
LYLE	POLICE OFFICER	SECOND DISTRICT	11/17/83	274.00
LUCHAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/23/83	74.00
MACKAY	POLICE OFFICER	SIXTH DISTRICT	11/29/83	113.00
MALLOY	POLICE OFFICER	NINTH DISTRICT	11/11/83	154.00
MANCARI	POLICE OFFICER	FIFTEENTH DISTRICT	11/18/83	64.00
WILHOUSE	POLICE OFFICER	DEFLECTIVE DIV AREA 4 VIOLENT C	11/26/83	3019.73
PURTER	POLICE OFFICER	DEFLECTIVE DIV AREA 4 VIOLENT C	10/21/82	139.00
RIDLEY	POLICE OFFICER	DEFLECTIVE DIV AREA 5 VIOLENT C	9/12/82	125.00
RYAN JR	POLICE OFFICER	DEFLECTIVE DIV AREA 5 VIOLENT C	11/12/81	10.00
SANDORE	POLICE OFFICER	DEFLECTIVE DIV AREA 5 VIOLENT C	3/12/83	909.73
TODNEY	POLICE OFFICER	EIGHTH DISTRICT	3/24/82	125.56
MALLACE	POLICE OFFICER	YOUTH DIVISION AREA 140	3/16/81	50.00
WUJCA	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/23/83	69.50
FITZGERISON	PARAMOUNT	AMBULANCE 10	10/14/83	172.00
MALCHLY	DISTRICT COMMANDER	DISTRICT RELIEF 1	10/20/83	69.30

(Continued from page 5212)

Your Committee on Finance to which was referred a communication recommending approval of the appointment of Lester S. Dickinson as Commissioner of the Department of Streets and Sanitation of the City of Chicago having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve*, the proposed appointment transmitted herewith.

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

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

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*Action Deferred*--ON PROPOSED ORDINANCE AUTHORIZING  
ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION  
DAILY TENDER NOTES SERIES 1984A, 1984B  
AND 1984C.

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

CHICAGO, February 24, 1984.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred an ordinance authorizing the issuance of City of Chicago General Obligation Daily Tender Notes, Series 1984A, 1984B, and Series 1984C in the principal amount not to exceed \$259,200,000 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance as amended transmitted herewith.

This recommendation was concurred in by 13 members of the committee with 3 dissenting votes.

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

[Proposed ordinance authorizing the issuance of City of Chicago  
General Obligation Daily Tender Notes Series 1984A, 1984B  
and 1984C is printed on pages 5218 thru 5333  
of this Journal.]

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*Placed on File*--COMMUNICATION CONCERNING MONTHLY PROGRESS  
REPORT ON SEWER BOND ISSUE PROJECTS FOR MONTHS ENDING  
NOVEMBER 30 AND DECEMBER 31, 1983.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Public Works a monthly progress report on construction of Sewer Bond Issue Projects for the months ending November 30 and December 31, 1983.

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

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COMMITTEE ON COMMITTEES AND RULES.

(Continued on page 5334)

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF  
GENERAL OBLIGATION DAILY TENDER NOTES,  
SERIES' 1984A, B AND C, OF THE CITY OF CHICAGO,  
ILLINOIS

\* \* \*

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

WHEREAS, the City has determined that it is desirable and in the public interest of the City to issue notes of the City for the following purposes: (i) to finance current cash requirements of the City; (ii) to anticipate the taxes levied for specific purposes by the City for the year 1984; and (iii) to finance the acquisition of necessary equipment for the City; and

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

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

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

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

"Alternate Letter of Credit" shall mean an irrevocable letter, or letters, of credit delivered in accordance with Section 17(c) hereof. Any Alternate Letter of Credit shall be an irrevocable letter of credit, other than the Letter of Credit issued by the Bank and delivered to the Paying Agent concurrently with the original issuance of the Notes, issued by a commercial bank, the terms of which shall in all material respects be the same as the Letter of Credit, except as to identity of the Bank. On or prior to the date of the delivery of an Alternate Letter of Credit to the Paying Agent, the City shall have obtained (i) written evidence from Moody's, if the Notes are rated by Moody's, and S&P, if the Notes are rated by S&P, in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of such Bank. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Alternate Letter of Credit is in conformity with the requirements of this Ordinance.

"Bank" shall mean The Mitsubishi Bank, Limited New York Branch, in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 17(c) hereof, "Bank" shall mean the issuer, or issuers, of such Alternate Letter, or Letters, of Credit in its capacity issuing such Alternate Letter of Credit, its, or their, successors in such capacity and their assigns. "Principal Office" of the Bank shall mean the principal office of the Bank, which office at the date of the issuance of the initial Letter of Credit is located at One World Trade Center, New York, New York 10048.

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

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

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

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

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

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

"Event of Default" shall mean any of the events stated in Section 33 hereof.

"Interest Payment Date" shall mean (i) April 1, 1984 and the first day of each calendar month thereafter, (ii) as to any Note shall mean the date on which such Note shall mature or be redeemed prior to maturity, and (iii) if the provisions of clause (i) of Section 3 apply, the dates determined pursuant to the provisions thereof.

"Interest Rate" means the rate on the Notes established pursuant to Section 3(d) hereof and if the provisions of clause (i) of Section 3 apply the rate on the Notes established pursuant to the provisions thereof.

"Letter of Credit" shall mean the irrevocable letter, or letters, of credit issued by the Bank contemporaneously with the original issuance of the Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 17(c) hereof, "Letter of Credit" shall mean such Alternate Letter of Credit. Each Series of Notes may be secured by a Letter of Credit issued by a different Bank, all as designated by the City pursuant to the terms of this Ordinance. The Paying Agent

may conclusively rely upon a certificate of the Comptroller that the Letter of Credit is in conformity with the requirements of this Ordinance.

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

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

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

"Note Fund" shall mean the fund created by Section 14 hereof.

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

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

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

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

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

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

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

"Paying Agent" shall mean The Bank of New York, as paying agent under this Ordinance, or any other or successor paying agent appointed in accordance with Section 63 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent shall mean the principal corporate trust office of the Trustee. If the Trustee is not the Paying Agent, then "Principal Office" shall mean the address given by the Paying Agent in writing to the City, the Trustee, the Bank and the Remarketing Agent.

"Record Date" shall mean with respect to any Interest Payment Date, the close of business on the Business Day next preceding such Interest Payment Date, unless the provisions of clause (i) of Section 3 apply.

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

"Reimbursement Agreement" shall mean the agreement between the City and the Bank, pursuant to which the Letter of Credit is issued by the Bank and delivered to the Paying Agent, and initially shall mean the reimbursement agreement entered into pursuant to Section 72 of this Ordinance and any and all modifications, alterations, amendments and supplements thereto.

"Remarketing Agent" shall mean the Remarketing Agent designated by the City with respect to the Notes, and initially shall mean the remarketing agent appointed in accordance with Section 71 hereof.

"Remarketing Agreement" means the agreement between the City, the Remarketing Agent and the Paying Agent entered into pursuant to Section 71 of this Ordinance, and any and all modifications, alterations, amendments and supplements thereto.

"State" means the State of Illinois.

"Service Fund" means the fund created pursuant to Section 20 hereof, and held and administered by the Paying Agent.

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

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

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

"Trustee" shall mean The First National Bank of Chicago, as trustee under this Ordinance, its successors in trust and their assigns. "Principal Office" of the Trustee shall mean the principal corporate trust office of the Trustee, which office at the date of this Ordinance is located at One First National Plaza, Chicago, Illinois 60670.

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

(a) Definitions include both singular and plural.

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

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



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

Section 3. Creation of Notes.

(a) For the purpose of providing moneys for the purposes provided in the preambles hereof, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes and directs the issuance of, an issue of Notes, entitled to the benefit, protection and security of this Ordinance, in the aggregate principal amount at any one time outstanding of \$259,200,000, payable as to principal and interest from the sources indicated hereinafter. Unless the provisions of clause (i) of Section 3 hereof apply, the Notes shall be designated by the title "City of Chicago General Obligation Daily Tender Notes, Series 1984" (the "Notes"). The Notes shall be dated as provided in clause (j) of this Section 3.

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

(i) Series 1984A (the "Series 1984A Notes"), in the principal amount at any one time outstanding of \$100,000,000, maturing on December 31, 1984, for the purpose of financing the current cash flow requirements of the City;

(ii) Series 1984B (the "Series 1984B Notes"), in the principal amount of \$112,000,000, maturing on October 31, 1985, for the purpose of anticipating taxes levied for specific purposes for the year 1984; and

(iii) Series 1984C (the "Series 1984C Notes"), in the principal amount of \$47,200,000, maturing on October 31, 1988, for the purpose of acquiring certain capital equipment as referred to in Exhibit B to this Ordinance; provided, however, that the allocations set forth in the ordinance referred to in Exhibit B may be revised among departments of the City upon the written concurrence by the Comptroller, the Budget Director of the City and the Chairman of the Committee on Finance of the City Council.

(c) The Notes shall bear interest from and including the date thereof until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest on the Notes shall be paid on each Interest Payment Date and shall be computed on the basis of a year of 365 days, for the actual number of days elapsed.

(d) The Notes shall bear interest at the rate per annum established from time to time by the Comptroller. The Interest Rate selected shall be such a percentage rate per annum as is anticipated to permit the initial marketing of the Notes at a price of par or the remarketing of the Notes tendered at a price of par plus accrued interest, and shall be as representative as possible of the current market interest rate for securities comparable in security, liquidity and creditworthiness to the Notes. Anything herein to the contrary notwithstanding, in no event shall the Interest Rate be such a

percentage rate per annum that would cause the Letter of Credit to be insufficient to meet the requirements of this Ordinance.

The Comptroller shall determine the Interest Rate which the Notes shall bear on and from the day of the initial issuance of such Notes, which Interest Rate shall be in effect on such day and thereafter until a new Interest Rate is determined and established by the Comptroller as provided in the succeeding paragraph of this clause (d).

Immediately after the determination of a new Interest Rate, but not earlier than 1:00 P.M. or later than 4:00 P.M. on the Business Day next preceding the Business Day on which a new Interest Rate shall go into effect, the Comptroller shall give telegraphic or telex or telephonic notice thereof, which if given by telephone shall be promptly confirmed by written notice, to the Paying Agent, the Trustee, the Remarketing Agent and the Bank. Copies of such written notice of the determination of a new Interest Rate shall be promptly filed by the Comptroller with the City Clerk of the City and with the Committee on Finance of the City Council. The fixing of the Interest Rate shall be conclusive and binding upon the Paying Agent, the Bank, the Trustee, the Remarketing Agent and the Noteholders.

(e) The Notes and the certificate of authentication to be executed on the Notes by the Registrar are to be in substantially the form thereof set forth in Exhibit A hereto, unless the provisions of clause (i) of Section 3 apply, with necessary or appropriate variations, omissions and insertions as permitted or required by this Ordinance and provided, further, that in the issuance of any new Note resulting from a tender of a Note, or a portion thereof, which tendered Note, or portion thereof, has been previously called for redemption, in the preparation of such new Note the Registrar shall insert the redemption date rather than the stated maturity date for such Note.

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

(i) Each Series of the Notes shall be subject to optional redemption by the City on the first day of any month, as a whole and pursuant to the procedures in Section 12 hereof.

(ii) The Series 1984C Notes shall be subject to mandatory redemption by the City, in part by lot, pursuant to the procedures in Sections 11 and 12 hereof, on October 31 in each of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
1985	\$11,800,000
1986	11,800,000
1987	11,800,000

In the event of the purchase by the City of less than all of the Series 1984C Notes for cancellation as provided in clause (h) of this Section 3, the principal amount of Notes to be paid at maturity in 1988 or required to be mandatorily redeemed in each of the above years shall be reduced in the inverse order of such payment at maturity or mandatory redemption, as the case may be.

(iii) All Notes (or if different Letters of Credit are issued in respect of separate Series of Notes, then all Notes of such Series) shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an event of default has occurred under the Reimbursement Agreement. If either of such events occur the Notes shall be called for mandatory redemption in accordance with the provisions of clause (b) of Section 12 hereof.

(g) Any Noteholder has the right, subject to the provisions of the next succeeding paragraph, to tender a Note, or a portion thereof, provided that such portion is \$100,000 or any multiple thereof, for payment and to receive payment in immediately available funds at 1:00 P.M. On any Business Day at a price equal to the principal amount thereof plus accrued interest, if any, to, but not including, such date, provided that (i) such Noteholder advises the Paying Agent and the Remarketing Agent not later than 11:00 A.M. of his intention to tender, such notice being given by irrevocable notice, as provided in the form of such Notes; (ii) such notice states the principal amount, the principal amount to be tendered, Series, and the number of the Note to be tendered; (iii) the Note to be tendered is delivered to the Paying Agent not later than 1:00 P.M.; and (iv) the Note so tendered conforms in all respects to the description in the notice and is accompanied by an appropriate instrument of transfer in form satisfactory to the Paying Agent executed in blank by the holder thereof and with the signature of such holder guaranteed by a bank, trust company or member firm of The New York Stock Exchange, Inc. The payment of such Note, or portion thereof so tendered, shall be made in accordance with payment instructions as provided in the Note and given by the Noteholder at the time of the notice of intention to tender such Note. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire, or by deposit to an account of the Noteholder maintained at the Paying Agent. If no payment instructions have been given by the Noteholder to the Paying Agent such payment will be made by a Federal Reserve Funds check.

The Paying Agent shall deposit in the Custody Account any Notes tendered and not remarketed by the Remarketing Agent and the Registrar shall register any such Notes in the name of the Bank in the books of the Registrar kept pursuant to Section 3 hereof.

If an Event of Default, as defined in Section 33 hereof, has occurred and is continuing, and the Trustee has notified the Paying Agent that it has given notice by Mail to the Noteholders of a declaration that all the Notes are due and payable as provided in Section 33 hereof, none of the Notes shall be subject to tender prior to the maturity thereof.

Provided that sufficient funds are available at 1:00 P.M. on such date of tender for the payment of the principal amount of and accrued interest on any Note, or portion thereof, for which such notice of tender has been given to the Paying Agent, then whether or not such Note shall have been delivered to the Paying Agent, from and after

such date such Note, or such portion thereof, shall cease to bear interest and shall no longer be deemed to be Outstanding hereunder. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

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

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

(i) The City, acting through its Comptroller, reserves the right with respect to any Series of Notes to convert all of the Notes of such Series to General Obligation Term Notes (the "Term Notes") in accord with the provisions of this paragraph. The City shall select the date on which the conversion shall take place and shall determine, by its Comptroller, the fixed rate of interest per annum which the Notes of such Series shall bear after the conversion date, which rate shall not exceed the maximum permitted under the Reimbursement Agreement. Any such Term Notes shall bear interest computed on the basis of a 360 day year, consisting of twelve 30-day months, such interest to be payable on the first day of each month and at maturity or prior date of redemption, unless prior to the City's giving notice to the Paying Agent of its intent to convert to Term Notes the City shall have obtained a revision to the Letter of Credit or an Alternate Letter Credit so that the amount thereof is not less than the sum of (i) the principal amount of the Notes and Term Notes to be Outstanding after such conversion date, (ii) interest on such Notes for not less than 65 days at the maximum rate specified in the Reimbursement Agreement and (iii) interest on such Term Notes for not less than 215 days at the rate per annum to be borne by such Term Notes. If such a revised Letter of Credit or Alternate Letter of Credit shall be obtained, the Term Notes shall bear interest payable semi annually on the first day of such months as the Comptroller shall determine, and at maturity or prior date of redemption, shall be of the denomination or denominations of \$5,000 or any multiple thereof and the "Record Date" shall mean the day which is fifteen days prior to any Interest Payment Date. Notice of the conversion of all of the Notes of any Series and the provisions and terms of such Term Notes shall be given by the Paying Agent to the holders thereof and to the Bank at least 30 days prior to the conversion date by Mail. The City, acting through its Comptroller, shall prepare the text of such notice of conversion and shall provide instructions to the Paying Agent as to when to send such notice, which text of notice and instructions shall be provided to the Paying Agent at least 5 days prior to such 30-day period. During such 30-day period the Noteholder has the right to tender his Note in accord with the provisions of clause (g) of Section 3 hereof. As of the conversion date the Noteholder shall receive from the Registrar, if requested in writing by the Noteholder at least 5 Business Days prior to the conversion date, a Term Note or Notes containing the fixed rate of interest as so determined by the Comptroller. Any Noteholder who shall not have filed a request in

writing with the Registrar at least 5 Business Days prior to the conversion date shall be deemed to have tendered such Note at 11:00 A.M. on the conversion date pursuant to clause (g) of Section 3 hereof and the Registrar may on the conversion date issue Term Notes in lieu thereof and such Notes so deemed to be tendered on such conversion date shall no longer bear interest if sufficient moneys are available on such date to pay the principal of and interest on such Notes. The Paying Agent shall hold such moneys until the Noteholder surrenders such Note for payment, subject to the provisions of Section 19 hereof. The City, acting through the Comptroller, shall have the authority to direct the remarketing of such Term Notes through the Remarketing Agent or otherwise.

The Term Notes shall not be subject to tender and all of the provisions of this Ordinance pertaining to the tender of Notes shall not apply to any Note so converted into a Term Note. Term Notes shall be issued and authenticated by the Registrar in accordance with the provisions hereof and shall be in substantially the form of Note set forth in Exhibit A hereto with necessary or appropriate variations, omissions and insertions from the form of Note as permitted or required by this Ordinance. The Paying Agent is instructed that redelivering Notes in respect of which such notice of conversion has been given, that between the date of such notice and the conversion date it shall provide a copy of the conversion notice mailed to the Noteholders at the time of the delivery of such new Note.

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

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

Notes issued subsequent to the first Interest Payment Date shall be dated as of the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be an Interest Payment Date to which interest on

the Notes has been paid in full or duly provided for, in which case they shall be dated as of such date of authentication: provided, however, that if, as shown by the records of the Registrar, interest on the Notes shall be in default, Notes issued in exchange for Notes surrendered for transfer or exchange shall be dated as of the date to which interest has been paid in full on the Notes or, if no interest has been paid on the Notes, the date of the first authentication and delivery of Notes hereunder. Notes issued prior to the first Interest Payment Date shall be dated as of the date of authentication and delivery of Notes hereunder.

Section 4. Execution of Notes. Each of the Notes shall be signed and executed on behalf of the City by the facsimile signatures of the Mayor and the City Comptroller and attested by the facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

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

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

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

Section 7. Lost, Destroyed or Improperly Cancelled Notes. If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Registrar may authenticate a new Note of like Series, date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Registrar and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Registrar evidence of such loss or destruction, together with indemnification of the City, the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, satisfactory to such Registrar. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Registrar shall pay the same without surrender thereof if there shall be first furnished to the Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it.

Upon the issuance of any substitute Note, the Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Registrar may charge the Noteholder with the Registrar's reasonable fees and expenses in connection with any transaction described in this Section 7 except for improper cancellation by the Registrar.

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

Section 8. Transfer, Registration and Exchange of Notes. The Registrar shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City and the Trustee; and, upon presentation for such purpose of any Note entitled to registration or transfer at the Principal Office of the Registrar by 11:00 A.M. on any Business Day, the Registrar shall register the transfer of such Notes in such books by the end of such day under such reasonable regulations as the Registrar may prescribe. The Registrar shall make all necessary provisions to permit the exchange or registration of transfer of Notes at its Principal Office on the same Business Day on which such Notes are presented to it.

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

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

Notes, upon surrender thereof at the Principal Office of the Registrar may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Notes of any authorized denomination and of the same Series.

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

of Notes pursuant to clause (g) of paragraph 3 hereof and the delivery thereof, the Registrar shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any proposed redemption of Notes nor shall the Registrar be required to make any exchange or registration of transfer of any Notes called for redemption.

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

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

**Section 11. Selection of Series 1984C Notes to be Redeemed.** The particular Series 1984C Notes or portions of Series 1984C Notes to be mandatorily redeemed by the Paying Agent as provided in subclause (ii) of clause (f) of Section 3 hereof, shall be selected by lot by the Registrar in denominations of \$100,000, or any integral multiple thereof.

(b) If it is determined that one or more, but not all, of the \$100,000 units of principal amount represented by any Series 1984C Note is to be called for redemption, then, upon notice of intention to redeem such \$100,000 unit or units, the Noteholder shall forthwith surrender such Series 1984C Note to the Paying Agent for (i) payment to such Noteholder the redemption price of the \$100,000 unit or units of principal amount called for redemption and (ii) delivery to such Noteholder of a new Series 1984C Note or Notes in the aggregate principal amount of the unredeemed balance of the principal amount of such Series 1984C Note, without charge therefor.

(c) If the Noteholder of any such Series 1984C Note of a denomination greater than \$100,000 shall fail to present such Series 1984C Note to the Paying Agent for payment and exchange as aforesaid, such Series 1984C Note shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$100,000 unit or units of principal amount called for redemption (and to that extent only).



Section 12. Procedure for Redemption. (a) In the event any of the Notes are called for redemption pursuant to subclause (i) or subclause (ii) of clause (f) of Section 3, and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the redemption date, (which notice to the Paying Agent shall not be required in connection with the scheduled mandatory redemption of Series 1984C Notes provided for in clause (f) of Section 3 hereof) the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent) and, if less than all of the Series 1984C Notes are to be redeemed, the numbers of the Notes and the portions of Notes so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or portions thereof, to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by Mail to the Noteholders at least thirty (30) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by Mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(b) In the event any of the Notes are called for redemption pursuant to subclause (iii) of clause (f) of Section 3 hereof, within five Business Days after the receipt by the Paying Agent of the notice to be given by the Bank pursuant to such subclause, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes, or Series of Notes, to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest. Such notice may set forth additional information relating to such redemption. Unless the Paying Agent shall have received notice from the Bank rescinding the notice given pursuant to subclause (iii) of clause (f) of Section 3 of this Ordinance, shall be given by Mail to the Noteholders at least ten (10) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by Mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

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

Section 13. No Partial Redemption of Notes After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in clause (a), (b) or (c) of the first paragraph of Section 33 hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

Section 14. Creation of Note Fund. There is hereby created and established a trust fund to be designated "City of Chicago General Obligation Daily Tender Notes, Series 1984, Note Fund." The Note Fund shall be held by the Trustee on behalf of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear. The Note Fund shall contain the following three accounts: the Series 1984A Notes Account; the Series 1984B Notes Account; and the Series 1984C Notes Account.

Section 15. Deposits into Note Fund. The City shall deposit into the appropriate account within the Note Fund the moneys pledged under this Ordinance to the reimbursement of the Bank for the payment of the Notes under the Letter of Credit or for the payment of the Series 1984A Notes when necessary, unless a levy has been made as provided in Section 22 hereof, in which case, as such moneys become available, and as to the Series 1984B and Series 1984C Notes as such moneys become available and in accordance with the provisions of the Reimbursement Agreement. As to the Series 1984A Notes, such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Series 1984A Notes, which moneys shall include the proceeds of the collection of the taxes levied, if any, pursuant to Section 22 hereof. As to the Series 1984B Notes, such moneys shall consist of that part of the proceeds of the collection of the taxes levied for the year 1984 pledged by the City pursuant to Section 23 hereof. As to the Series 1984C Notes, such moneys shall consist of the proceeds of the collection of the taxes levied pursuant to Section 24 hereof.

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

Section 16. Use of Moneys in the Note Fund. Moneys deposited in the separate accounts within the Note Fund shall be remitted by the Trustee to the Bank in an amount sufficient, to the extent available therein, to reimburse the Bank for any draw under the Letter of Credit in accordance with the provisions of the Letter of Credit and the Reimbursement Agreement.

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

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

Section 17. Letter of Credit.

(a) The Paying Agent shall draw moneys under the Letter of Credit in accordance with the terms thereof to make timely payments of principal of and interest on the Notes required to be made whether upon stated maturity or upon redemption.

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

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

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

(e) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, telegraphic or telephonic notice, such telephonic notice to be promptly confirmed in writing, to the Bank, Trustee, City, Remarketing Agent and the Registrar of any reduction in the amount of the Letter of Credit as a result of the

payment or provision for payment of Notes, whether at maturity or upon redemption, or the cancellation of Notes pursuant to clause (h) of Section 3 hereof.

(f) So long as any of the Notes are Outstanding in accordance with the provisions thereof and the City covenants to maintain the Letter of Credit in an amount sufficient to make timely payments of the principal of and interest on the Notes whether upon (i) stated maturity, (ii) upon redemption or (iii) tender in accordance with clause (g) of Section 3 hereof.

Section 18. Custody of Note Fund; Withdrawal of Moneys. The Trustee shall keep custody of the Note Fund and shall withdraw moneys from the Note Fund only for the purposes and in accordance with the provisions of Sections 16, 21 and 47 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the Reimbursement Agreement upon the direction of the Treasurer. The income from such investments shall be credited to the particular account within the Note Fund from which the investment was made.

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

Section 19. Notes Not Presented for Payment. In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders, the Paying Agent shall segregate and hold such moneys in the Service Fund, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Ordinance or relating to said Notes.

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

Section 20. Creation of Service Fund. Any moneys held by the Paying Agent representing moneys drawn under the Letter of Credit or paid over to the Paying Agent by the Trustee or the City, shall be held in trust by the Paying Agent in a trust account on behalf of the City and the Noteholders, as their interests may appear, and to be designated "City of Chicago General Obligation Daily Tender Notes, Series 1984, Service Fund" (the "Service Fund"). The Service Fund shall contain the following three accounts: the Series 1984A Notes Account, the Series 1984B Notes Account and the

Series 1984C Notes Account. Moneys shall be deposited in the appropriate account reflecting the Series of Notes for which such moneys were received. The Paying Agent shall keep custody of the Service Fund and shall withdraw money therefrom only for the purpose of paying the principal of and interest on the Notes and for the purpose and in accordance with the provisions of Sections 19 and 21 hereof.

Section 21. Payment to City. Any moneys remaining in the Note Fund after the right, title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, shall be paid to the City.

Except as provided in the last paragraph of Section 19 hereof, after all covenants, agreements and obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, any moneys remaining in the Service Fund shall be paid to the City.

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

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

Section 22. Tax Levy for Reimbursement of the Bank for Drawings to Pay the Series 1984A Notes or for the Payment of the Series 1984A Notes. Unless the Comptroller shall certify to the Agent Bank on or before December 1, 1984, that sufficient funds are legally available and will be used to reimburse the Bank on December 31, 1984 for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1984A Notes, or to pay the Series 1984A Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Agent Bank, on or before December 31, 1984, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before December 31, 1985 or to pay the principal of and interest on the Series 1984A Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy such taxes so levied shall be abated.

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

Section 23. Pledge of Taxes for Reimbursement of the Bank for Drawings to Pay the Series 1984B Notes or for the Payment of the Series 1984B Notes From the Proceeds of Certain Taxes Levied for the Year 1984. From the proceeds of taxes levied by the City for the year 1984 for the Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund, the City Treasurer is hereby ordered and directed to deposit proceeds thereof into the Note Fund in an amount sufficient to reimburse the Bank in accordance with the terms of the Reimbursement Agreement or to pay the principal and interest on the Series 1984B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

The City covenants that it will make no further borrowings payable from the proceeds of the taxes levied for the purposes referred to in this Section unless such borrowings are junior and subordinate in all respects to the City's obligation to reimburse the Bank for any draw under the Letter of Credit for the purpose of paying principal of and interest on the Series 1984B Notes or to pay principal and interest on the Series 1984B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

Section 24. Levy of Taxes for Reimbursement of the Bank for Drawings to Pay the Series 1984C Notes or for the Payment of the Series 1984C Notes. For the purpose of providing the funds required to reimburse the Bank for the payment of drawings to pay the principal of and interest (calculated at 6% per annum) on the Series 1984C Notes promptly as the same become due at maturity or by mandatory redemption, or to pay the principal and interest on the Series 1984C Notes if the Bank has failed to honor a proper draw on the Letter of Credit there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

<u>For the Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
1984	\$15,222,000 for interest and principal from January 1, 1985 to April 30, 1986
1985	\$13,570,000 for interest and principal
1986	\$12,862,000 for interest and principal
1987	\$12,154,000 for interest and principal

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

Section 25. Appropriations. The City shall appropriate amounts sufficient to reimburse the Bank at the times and in the amounts as provided in the Reimbursement Agreement and to pay the fees and expenses of the Trustee, Paying Agent, Remarketing Agent and Registrar in a timely manner and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

Section 26. Insufficiency of Taxes to Pay Reimbursement Obligations and the Letter of Credit Note. In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the

Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Reimbursement Agreement and the Letter of Credit Note as the same become due.

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

The City shall promptly cause to be paid its obligations under the Reimbursement Agreement and the Letter of Credit Note at the place, at the time and in the manner provided therein.

In the event a payment is made in accordance with the Reimbursement Agreement as set forth above, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such payment.

Section 27. Filing of Ordinance. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 1984 to and including 1987, to extend the taxes levied pursuant to Section 24 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

A copy of this Ordinance, duly certified by the City Clerk, shall also be filed with the Bank, the Paying Agent, the Remarketing Agent, the Registrar and the Trustee.

Section 28. Disclosure Documents. The Mayor and the City Comptroller are hereby authorized to execute and deliver such disclosure documents with respect to the Notes as they shall deem appropriate on behalf of the City.

Section 29. Proceeds of the Notes. The proceeds from the sale of the Notes shall be used as follows:

(a) From the proceeds of the Series 1984A Notes a sum sufficient shall be used to finance the current cash requirements of the City; provided, however, that \$50,000,000 of the proceeds shall be available immediately to meet current cash requirements and that the remaining \$50,000,000 shall be available for such purposes only upon the approval of the City Council.

(b) The proceeds of the Series 1984B Notes shall be deposited in the following funds of the City in the following amounts:

- (i) Corporate Fund -- \$60,425,000;
- (ii) Chicago Public Library (Maintenance and Operation) Fund -- \$26,075,000;
- (iii) City Relief (General Assistance) Fund -- \$11,300,000;
- (iv) Judgment Fund -- \$11,425,000; and
- (v) Chicago Public Library (Building and Sites) Fund -- \$2,775,000;

and used for the purpose of paying amounts appropriated for such respective funds for the year 1984.

(c) The proceeds from the sale of the Series 1984C Notes shall be deposited in the appropriate funds of the City and used for the purpose of acquiring the capital equipment for the purposes and in the amounts as stated in Exhibit B hereto, but subject to the proviso contained in subclause (iii) of clause (b) of Section 3 hereof.

**Section 30. Performance of Covenants.** The City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and the Remarketing Agreement, and in all proceedings pertaining thereto.

**Section 31. No Transfer of Letter of Credit.** The Paying Agent shall not sell, assign or transfer the Letter of Credit except to a successor Paying Agent under this Ordinance and except as provided herein or in the Letter of Credit.

**Section 32. Arbitrage Covenant.** The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 103(c)(2) of the Internal Revenue Code of 1954, as amended.

**Section 33. Events of Default.** Each of the following events shall constitute and is referred to in this Ordinance as an "Event of Default":

- (a) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;
- (b) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;
- (c) a failure to pay the principal of and accrued interest on any validly tendered Note under the provisions of clause (g) of Section 3 hereof, to the holder thereof upon the same Business Day such Note is tendered;



(d) a failure by the City to maintain the Letter of Credit as provided in this Ordinance; or

(e) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (a), (b), (c) or (d) of this Section) contained in the Notes or in this Ordinance on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than 25% of the principal amount of Notes then Outstanding.

Upon the occurrence and continuance of any Event of Default described in the immediately preceding paragraph, the Trustee may, and at the written request of Noteholders owning not less than 25% in principal amount of Notes then outstanding, shall, by written notice to the City, the Remarketing Agent, the Paying Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, anything in this Ordinance or in the Notes to the contrary notwithstanding, and the Trustee shall give notice thereof to the City and the Bank, and shall give notice thereof by Mail to all Noteholders owning Outstanding Notes.

Section 34. Remedies. Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Bank or Noteholders owning not less than 25% in principal amount of the Notes then Outstanding and receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Ordinance and the Letter of Credit;

(b) bring suit upon the Notes; or

(c) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

In the event that notice of the occurrence and continuance of an Event of Default has been mailed, as provided in Section 33 hereof, the Paying Agent shall assign the Letter of Credit to the Trustee and the Trustee shall pursue all remedies thereunder and hereunder and shall assume all duties of the Paying Agent and Registrar.

Section 35. Rescission of Notice of Acceleration; Restoration to Former Position. (a) The provisions of clause (b) of Section 12 are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (iii) of clause (f) of Section 3 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given by Mail to the Noteholders as provided herein. Prompt notice

of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice by Mail to the Noteholders of such mandatory redemption, to the City, the Trustee, the Bank and the Remarketing Agent.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Ordinance shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bank, the Noteholders, the Paying Agent, the Registrar and the Remarketing Agent respectively, and all rights, remedies and powers of each of such parties shall continue as though no such proceeding had been taken.

Section 36. Noteholders' Right To Direct Proceedings. Anything in this Ordinance to the contrary notwithstanding, the Noteholders owning a majority in principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Ordinance or exercising any trust or power conferred on the Trustee by this Ordinance.

Section 37. Limitation on Noteholders' Right To Institute Proceedings. No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than 25% in principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding; it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

Section 38. No Impairment of Right To Enforce Payment. Notwithstanding any other provision in this Ordinance, the right of any Noteholder to receive payment of the principal of and interest on such Note, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Section 39. Proceedings by Trustee Without Possession of Notes. All rights of action (including the right to file proof of claims) under this Ordinance or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other

proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Ordinance.

**Section 40. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Trustee, the Bank or to Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**Section 41. No Waiver of Remedies.** No delay or omission of the Trustee, the Bank or of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

**Section 42. Application of Moneys.** Any moneys received by the Trustee, by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, such receiver or Noteholder, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which had matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, with interest on overdue installments, if lawful, at the rate of six per cent per annum, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of the Ordinance) with interest on such Notes at the rate of six per cent per annum from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, with interest on overdue interest and principal, as provided in clause (a) of this Section 42, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note ratably,

according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Ordinance have been paid, any amounts remaining shall be paid to the Bank, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of clause (b) of Section 35, then, subject to the provisions of clause (b) of this Section 42 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the moneys shall be applied in accordance with the provisions of clause (a) of this Section.

Whenever moneys are to be applied pursuant to this Section 42, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by Mail to all Noteholders owning Outstanding Notes and shall not be required to make payment to any Noteholder until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

**Section 43. Severability of Remedies.** It is the purpose and intention of this Ordinance to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Ordinance and by law.

**Section 44. Acceptance of Duties.** The City hereby appoints The First National Bank of Chicago as Trustee and The Bank of New York as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance of the Trustee shall be evidenced by its execution of an acceptance of such trust and the acceptance of the Paying Agent and the Registrar shall be evidenced by its execution of an acceptance of such duties. No implied covenants or obligations shall be read into this Ordinance against the Trustee or the Paying Agent or the Registrar. The City and the Noteholders by their delivery and acceptance of delivery of any of the Notes agree to the terms set forth in the Ordinance.

**Section 45. No Responsibility for Recitals.** The recitals, statements and representations contained in this Ordinance or in the Notes, save only the Registrar's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee or the Paying Agent, and the Trustee and the Paying Agent do not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Section 46. Limitations on Liability. The Trustee or Paying Agent or Registrar may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee or Paying Agent or Registrar shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Ordinance and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Ordinance or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee or Paying Agent or Registrar shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

The Registrar and the Paying Agent shall at all times have and perform only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Registrar or the Paying Agent. Neither the Registrar nor the Paying Agent nor any of their respective officers, employees, attorneys or agents shall be liable to the City, any Noteholder, the Remarketing Agent or the Bank for any action taken or omitted to be taken hereunder except for negligence or wilful misconduct.

Section 47. Compensation, Expenses and Advances. The Trustee, the Paying Agent and the Registrar under this Ordinance shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except as a result of their negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee, the Paying Agent and the Registrar without creating a default hereunder. If an Event of Default under this Ordinance shall otherwise exist, the Trustee, the Registrar and the Paying Agent shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of their compensation and the reimbursement of their expenses and any advances made by them, as provided in this Section, upon the moneys and obligations in the Note Fund, except for proceeds of drawings under the Letter of Credit and except for moneys or obligations deposited with or paid to the Paying Agent for the redemption or payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof and funds held pursuant to Section 19 hereof.

The Remarketing Agent shall be entitled to compensation and the reimbursement of expenses as provided in the Remarketing Agreement.

Section 48. Notice of Events of Default. The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Ordinance other than an Event of Default under clause (a), (b), (c) or (d) of the first paragraph of Section 33 hereof, unless specifically notified in writing of such default or Event of Default by Noteholders owning at least 25% in principal amount of the Notes then Outstanding.

The Paying Agent shall give telegraphic or telex or telephonic notice to the Trustee, promptly confirmed in writing, of any Event of Default under clause (a), (b) or (c) of the first paragraph of Section 33 hereof.

**Section 49. Several Capacities.** Anything in this Ordinance to the contrary notwithstanding, the same entity shall serve as Paying Agent and Registrar and may serve hereunder as the Trustee, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law; provided, however, that any resignation of any of such capacities by any such entity shall require the resignation of such entity from all of such capacities; and provided, further, however, that the Paying Agent, Registrar and Remarketing Agent shall all have their principal offices in the City of New York, New York.

**Section 50. Good Faith Reliance.** The Trustee, the Paying Agent and the Registrar in the absence of bad faith or negligence on their part, shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Ordinance) which it shall reasonably believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Ordinance, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee, the Paying Agent and the Registrar shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

Neither the Trustee, the Registrar, the Paying Agent, nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at his request unless his Note shall be deposited with such entity or satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Ordinance shall be sufficiently evidenced by, and the Trustee and the Paying Agent may conclusively rely upon, a written instrument from the City signed by its Comptroller. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee and the Paying Agent may conclusively rely upon a certificate signed by such Comptroller.

**Section 51. Dealings in Notes and With City.** The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, may buy, sell, own, hold and deal in any of the Notes issued hereunder for its own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

The City, acting through its Comptroller and Treasurer, may buy, sell, own and hold any of the Series 1984A Notes issued hereunder for its own account; provided, however, that such Notes may only be bought through the Remarketing Agent.

**Section 52. Resignation of Trustee.** The Trustee may resign and be discharged of the trusts created by this Ordinance by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Paying Agent, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by Mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 56.

**Section 53. Removal of Trustee.** The Trustee may be removed at any time prior to any Event of Default by the City by filing with the Trustee to be removed, and with the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating a successor and accompanied by an instrument or appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

**Section 54. Appointment of Successor Trustee.** In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and *ipso facto* exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Paying Agent, Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Trustee so appointed by the City shall immediately and without further act supersede the predecessor Trustee.

**Section 55. Qualifications of Successor Trustee.** Every successor Trustee (a) shall be a bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Ordinance and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

**Section 56. Judicial Appointment of Successor Trustee.** In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Ordinance prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 57. Acceptance of Trusts by Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 47 hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

Section 58. Successor by Merger or Consolidation. Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Ordinance, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Ordinance to the contrary notwithstanding.

Section 59. Standard of Care: Action by Trustee. Notwithstanding any other provisions of this Ordinance, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Ordinance and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder other than an Event of Default under clause (d) of the first paragraph of Section 33 hereof, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least 25% in principal amount of the Notes then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing proviso is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Ordinance to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Ordinance and no others.

Section 60. Duties of the Trustee. The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Comptroller and the Bank as shall be reasonably requested in writing by the Comptroller and the Bank.

Section 61. Resignation of Paying Agent and Registrar. The Paying Agent and Registrar may resign and be discharged of the duties created by this Ordinance by



executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the City, the Trustee, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by Mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Paying Agent and Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent and Registrar. If the successor Paying Agent and Registrar shall not have been appointed within a period of 90 days following the giving of notice, then the Paying Agent and Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent and Registrar as provided in Section 65.

**Section 62. Removal of Paying Agent and Registrar.** The Paying Agent and Registrar may be removed at any time prior to any Event of Default by the City by filing with the Paying Agent and Registrar to be removed, and with the Trustee, Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating and accompanied by an instrument or appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

**Section 63. Appointment of Successor Paying Agent and Registrar.** In case at any time the Paying Agent and Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and *ipso facto* exist in the office of the Paying Agent and Registrar and a successor may be appointed, and in case at any time the Paying Agent and Registrar shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Paying Agent and Registrar, the successor Paying Agent and Registrar, the Trustee, the Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Paying Agent and Registrar so appointed by the City shall immediately and without further act supersede the predecessor Paying Agent and Registrar.

**Section 64. Qualifications of Successor Paying Agent and Registrar.** Every successor Paying Agent and Registrar (a) shall be a bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Ordinance and the laws of the State, and (iii) capable of meeting its obligations hereunder, and in the case of the Paying Agent under the Remarketing Agreement and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

**Section 65. Judicial Appointment of Successor Paying Agent and Registrar.** In case at any time the Paying Agent and the Registrar shall resign and no

appointment of a successor Paying Agent and Registrar shall be made pursuant to the foregoing provisions of this Ordinance prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent and Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent and Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent and Registrar.

**Section 66. Acceptance of Duties by Successor Paying Agent and Registrar.** Any successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent and Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent and Registrar herein. Upon request of such Paying Agent and Registrar, such predecessor Paying Agent and Registrar, and the City shall execute and deliver an instrument transferring to such successor Paying Agent and Registrar all the estates, property, rights, powers hereunder of such predecessor Paying Agent and Registrar and, subject to the provisions of Section 47 hereof, such predecessor Paying Agent and Registrar shall pay over and deliver to the successor Paying Agent and Registrar all moneys and other assets at the time held by it hereunder.

**Section 67. Successor by Merger or Consolidation.** Any corporation into which any Paying Agent and Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent and Registrar hereunder shall be a party, shall be the successor Paying Agent and Registrar under this Ordinance, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Ordinance to the contrary notwithstanding.

**Section 68. Duties of Paying Agent.** The Paying Agent (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Paying Agent will agree, particularly:

(a) to hold all sums held by it for the payment of the principal of or interest on Notes in trust for the benefit of the Noteholders until such sums shall be paid to such Noteholders or otherwise disposed of as herein provided;

(b) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the Trustee at all reasonable times; and

(c) provide such information and reports to the Comptroller as shall be reasonably requested in writing by the Comptroller.

**Section 69. Duties of Registrar.** The Registrar (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Registrar will agree, particularly:

(a) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the Trustee at all reasonable times; and

(b) to provide such information and reports to the Comptroller as shall reasonably be requested in writing by the Comptroller.

**Section 70. Payments by Paying Agent and Registrar.** Any provision of this Ordinance to the contrary notwithstanding, the Registrar and the Paying Agent shall never be required to make any payments or purchase any tendered Notes except from funds provided by the Bank, the Trustee, the City or the Remarketing Agent.

**Section 71. Remarketing Agent.** The City hereby approves Goldman Sachs & Co. as the initial Remarketing Agent. The Remarketing Agreement in substantially the form attached hereto as Exhibit C is hereby approved and the City officials designated therein are authorized and directed to execute the same.

In the absence of any designated Remarketing Agent, notice to a Remarketing Agent shall not be necessary to a valid tender.

**Section 72. The Bank.** The City hereby approves The Mitsubishi Bank, Limited New York Branch, as the Bank. The Reimbursement Agreement in substantially the form attached hereto as Exhibit D and the Letter of Credit Note in substantially the form attached hereto as Exhibit E are hereby approved and the City officials designated therein are authorized to execute the same.

**Section 73. Limitations upon Rights.** Notwithstanding any other provision of this Ordinance to the contrary, no right granted to the Trustee, Paying Agent, Remarketing Agent, Registrar or any other entity ever appointed in any capacity under this Ordinance shall ever be construed to grant to such entities, or any of them, any rights with respect to any properties or facilities of the City. The operations of the City are essential to the public welfare and safety and shall never be subject to any control, supervision or direction of such entities or any of them. Such entities, by their acceptance of the trusts and other obligations created under this Ordinance, hereby assent to the foregoing limitations and agree to be bound thereby for all purposes.

**Section 74. Note Insurance.** The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Notes and the Trustee shall be authorized to receive the proceeds of any such policy for application pursuant to the provisions thereof.

**Section 75. Limitations on Amendments of this Ordinance.** This Ordinance shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions hereof.

**Section 76. Amendments Without Noteholder Consent.** The City may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to, and with the written consent of, the Bank, the Trustee and the Paying Agent amend this Ordinance as follows:

(a) to cure any formal defect, omission, inconsistency or ambiguity in this Ordinance;

(b) to grant to or confer or impose upon the Trustee or the Paying Agent for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Ordinance as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee or the Paying Agent without its consent;

(c) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Ordinance, or of any moneys, securities or funds;

(e) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Ordinance regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;

(f) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;

(g) to modify, alter, amend or supplement this Ordinance in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clause (i) or (ii) (iii) of Section 77(a) hereof and which, in the judgment of the Trustee (who may rely upon an opinion of Bond Counsel), is not to the material prejudice of the Trustee or the Paying Agent; and

(h) to provide any amendment necessary for uncertificated Notes or coupons and bearer Notes or Notes registered as to principal only.

Before the City shall amend this Ordinance pursuant to this Section, there shall have been delivered to the Trustee and the Paying Agent an opinion of Bond Counsel stating that such amendment is authorized or permitted by this Ordinance, complies with the respective terms thereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

Section 77. Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 76 hereof, subject to the terms and provisions contained in this Section and not otherwise, the City may, from time to time, with the written consent of the Bank, the Trustee, the Paying Agent and the consent of Noteholders of not less than 60% in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), adopt any supplemental Ordinance deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Ordinance; provided, however, that, unless approved in writing by the Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Paying Agent or the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to adopt any Supplemental Ordinance for any of the purposes of this Section, the Trustee shall cause the notice of the proposed Supplemental Ordinance to be given by Mail to all Noteholders owning Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Ordinance and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Noteholders.

(c) Within two years after the date of the first mailing of such notice, the City, the Trustee and the Paying Agent may approve such Supplemental Ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an opinion of Bond Counsel stating that such Supplemental Ordinance is authorized or permitted by this Ordinance, complies with its terms and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this Section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee or the Paying Agent from adopting, executing and delivering the same or from taking any action pursuant to the provisions thereof.

Section 78. Effect of Supplemental Ordinance. Upon the execution and delivery of any Supplemental Ordinance pursuant to the provisions of this Ordinance, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith,

and the respective rights, duties and obligations under this Ordinance of the City, the Trustee, the Paying Agent, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Ordinance subject in all respects to such modifications and amendments.

Section 79. Consent of Bank Required. Anything herein to the contrary notwithstanding, any Supplemental Ordinance under this Ordinance which affects any rights, powers, remedies, agreements or obligations of the Bank under this Ordinance, or requires a revision of the Letter of Credit shall not become effective unless and until the Bank shall have consented to such Supplemental Ordinance. Written notice of any Supplemental Ordinance shall be furnished to the Bank, Moody's and S & P, by the Trustee.

Section 80. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders any right, remedy or claim under or by reason of this Ordinance, this Ordinance being intended to be for the sole and exclusive benefit of the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders.

The provisions of this Ordinance shall constitute a contract between the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the holders of the Outstanding Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Notes.

Section 81. Severability. In case any one or more of the provisions of this Ordinance or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or such Notes, and this Ordinance and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

Section 82. No Personal Liability of Officials of City. No covenant or agreement contained in the Notes or in this Ordinance shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note or under the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes, the Letter of Credit Note or the execution and delivery of the Reimbursement Agreement.

Section 83. Counterparts. This Ordinance may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ordinance.

Section 84. Governing Law. The laws of the State of Illinois shall govern the construction and enforcement of this Ordinance and of all Notes issued hereunder; provided, however, that the administration of the trusts imposed upon the Trustee and the Paying Agent by this Ordinance shall be governed by, and construed in accordance

with, the laws of the respective jurisdictions in which the Trustee and the Paying Agent have their Principal Offices.

Section 85. Notices. Except as otherwise provided in this Ordinance, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Paying Agent, the Registrar, the Remarketing Agent or the Agent Bank pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at One First National Plaza, Suite 0126, Chicago, Illinois 60670, Attention: Corporate Trust Administration; if to the Paying Agent at 21 West Street, New York, New York 10015, Attention: Corporate Trust Trustee Administration, Telecopy No. (212) 509-0480; if to the Registrar or the Remarketing Agent, at the address designated to the City; and if to the Bank, to the address designated in the Letter of Credit. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, telex or other similar forms of notice.

Section 86. Business Days and Times.

(a) If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

(b) All times for the making of any payment or the performance of any Act, as provided in this Ordinance, shall mean the local time prevailing in the City of New York, New York.

Section 87. Sale and Delivery of the Notes. The Notes shall be sold and delivered to Goldman, Sachs & Co., A. G. Becker Paribas Incorporated, Merrill, Lynch, Pierce, Fenner & Smith and The First National Bank of Chicago and subject to the terms and conditions of a contract of purchase related thereto.

The Notes shall be initially sold by the Comptroller with the approval of the Chairman of the Committee on Finance of the City Council.

The Registrar shall be authorized to authenticate and deliver the Notes to be initially delivered upon receipt of the Letter of Credit and telephonic authorization, to be confirmed in writing, from the Comptroller evidencing that all conditions precedent to the issuance of the Notes as provided in this Ordinance, the Reimbursement Agreement, the contract of purchase and the Remarketing Agreement have been satisfied.

Section 88. Repealer. To the extent that any ordinances, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in

conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 89. Publication. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.



## EXHIBIT A

(Form of Note)

A. Forms Generally. The Notes, the Certificate of Authentication and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form of Registered Note.  
(Front Side)

REGISTERED  
NO.

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

GENERAL OBLIGATION

DAILY TENDER NOTE.

SERIES 1984\_

Maturity

Date: \_\_\_\_\_

Dated

Date: \_\_\_\_\_

Redemption Date: \_\_\_\_\_

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (hereinafter the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased on demand of the Noteholder, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Dated Date (identified above) until payment of said Principal Amount has been made or duly provided for at the rates and on the dates set forth herein. This Note, or a portion hereof, shall be purchased on the demand of the Noteholder as hereinafter described. The principal of this Note is payable at the principal corporate trust office of The Bank of New York, in New York, New York, or its successors or assigns, as Paying Agent (the "Paying Agent"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Ordinance, be paid to the person in whose name this Note is registered at the close of business on the last Business Day (as hereinafter defined) preceding such Interest Payment Date (the "Record Date"). Interest on this Note is payable by the Paying Agent in the manner provided in the Ordinance.

If an Event of Default (as defined in the Ordinance) has occurred and is continuing and the principal of all the Notes shall have been declared due and payable by The First National Bank in Chicago, Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee") and notice thereof mailed to the Noteholders then the principal hereof shall be payable at the principal corporate trust office of the Trustee and the payment of interest hereon shall be made by such Trustee as provided in the Ordinance.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Ordinance and the issuance of this Note, do exist, have happened and have been performed in regular and due form as required by law.

No covenant or agreement contained in this Note or the Ordinance shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the officials of the City, nor any official executing this Note, shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance or sale of this Note.

This Note shall not be entitled to any right or benefit under the Ordinance, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by the execution by the Registrar, or its successor as Registrar, of the certificate of authentication inscribed hereon.

IN WITNESS WHEREOF, the City of Chicago has caused the seal of that City to be imprinted by facsimile hereon and this Note to be signed by the facsimile signatures of its Mayor and City Comptroller and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

\_\_\_\_\_  
(facsimile signature)

Mayor, City of Chicago

\_\_\_\_\_  
(facsimile signature)

City Comptroller, City of Chicago

(SEAL)

Attest:

\_\_\_\_\_  
(facsimile signature)

City Clerk, City of Chicago

**CERTIFICATE OF AUTHENTICATION**

This is to certify that this Note is one of the Notes described in the within mentioned Ordinance.

THE BANK OF NEW YORK, as Registrar

By \_\_\_\_\_

Authorized Signature

(Form of Note - Reverse Side)

This Note is one of the duly authorized General Obligation Daily Tender Notes, Series 1984, of the City, consisting of Series 1984A, 1984B and 1984C and aggregating Two Hundred Fifty-nine Million Two Hundred Thousand Dollars (\$259,200,000) in principal amount (the "Notes"), issued under and pursuant to the Constitution and the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and an ordinance of the City (the "Ordinance"), for the purpose of providing funds to (i) finance current cash flow requirements of the City, (ii) anticipate the receipt of taxes levied for specific purposes by the City for the year 1984 and (iii) finance the acquisition of certain equipment for the City.

Any term used herein as a defined term but not defined herein shall be defined as in the Ordinance.

This Note, or a portion thereof, provided that such portion is \$100,000 or any multiple thereof, shall be purchased, on the demand of the Noteholder, on any Business Day, at a purchase price equal to the principal amount thereof tendered, as hereinafter provided, and accrued interest, if any, to such date. In order to exercise this option, the Noteholder is to give irrevocable notice by telephone or in person to the Paying Agent and the Remarketing Agent no later than 11:00 A.M., on a Business Day and such notice states the principal amount, the principal amount to be tendered, Series and the number of the Note to be tendered. The Paying Agent will pay the registered owner of this Note at 1:00 P.M., against receipt of this Note at or before 1:00 P.M., at the principal corporate trust office of the Paying Agent or any agent of the Paying Agent designated for such purpose in the City of New York, New York, provided that (i) this Note conforms in all respects to the description thereof given in the Noteholder's notice, and (ii) this Note is accompanied by an instrument of transfer in form satisfactory to the Paying Agent, executed in blank by the Noteholder and with the signature of the Noteholder guaranteed by a bank, trust company or member firm of The New York Stock Exchange, Inc. The payment of this Note, or portion thereof so tendered, shall be made in immediately available funds in accordance with payment instructions to be given by the registered owner hereof at the time of the notice of intention to tender this Note. The registered owner of this Note may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of such owner maintained at the Paying Agent. If no such payment instructions have been given by such registered owner such payment will be made by a Federal Reserve Funds check.

Provided that sufficient funds are available at 1:00 P.M. on such date of tender for the payment of the principal amount of and accrued interest on any Note, or portion thereof, for which such notice of tender has been given to the Paying Agent, then whether or not such Note shall have been delivered to the Paying Agent, from and after such date such Note, or such portion thereof, shall cease to bear interest and shall no longer be deemed to be Outstanding hereunder. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

The City has appointed Goldman Sachs & Co. as Remarketing Agent under the Ordinance. The City may remove or replace the Remarketing Agent.

The term "Business Day" shall mean any day of the year on which banks located in the city or cities, respectively, in which the principal offices of the Trustee,

the Paying Agent or the Bank (as hereinafter defined) are located are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

All times for the making of any payment or the performance of any act as provided herein shall mean the local time prevailing in the City of New York, New York.

Interest on the Notes shall be paid on April 1, 1984 and on the first day of each calendar month thereafter, and as to any Note shall mean the date on which such Note shall mature or be redeemed prior to maturity or if the provisions of the Ordinance pertaining to the conversion of this Note to a Term Note (as defined in the Ordinance) apply, the dates determined pursuant to such provisions (an "Interest Payment Date"), and shall be computed on the basis of a year of 365 days, for the actual number of days elapsed, at the rates determined as specified in the Ordinance. Interest on the Notes shall first accrue from and including the date of the first delivery of fully executed and authenticated Notes to and including March 31, 1984, and, commencing April 1, 1984, interest on the Notes shall accrue from and including the Interest Payment Date in each calendar month to and including the day next preceding the next succeeding Interest Payment Date.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in the Ordinance, and no interest shall accrue for the period after such nominal date.

This Note shall bear interest at the rate per annum established from time to time by the Comptroller. The Interest Rate selected shall be such a percentage rate per annum as is anticipated to permit the initial marketing of the Notes at a price of par or the remarketing of the Notes tendered at a price of par plus accrued interest, and shall be as representative as possible of the current market interest rate for securities comparable in security, liquidity and creditworthiness to the Notes. Anything herein to the contrary notwithstanding, in no event shall the Interest Rate be such a percentage rate per annum that would cause the Letter of Credit to be insufficient to meet the requirements of the Ordinance and to satisfy the provisions of the Reimbursement Agreement.

Immediately after the determination of a new Interest Rate, but not earlier than 1:00 P.M. or later than 4:00 P.M. on the Business Day next preceding the Business Day on which a new Interest Rate shall go into effect, the Comptroller shall give telegraphic or telex or telephonic notice thereof, which if given by telephone shall be promptly confirmed by written notice, to the Paying Agent, the Trustee, the Remarketing Agent and the Agent Bank. The fixing of the Interest Rate shall be conclusive and binding upon the Paying Agent, the Bank, the Trustee, the Remarketing Agent and the Noteholders.

The City has caused to be delivered to the Paying Agent an irrevocable letter of credit (the "Letter of Credit") of The Mitsubishi Bank, Limited New York Branch (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in

such capacity and its assigns, which Letter of Credit will expire at the close of Bank's business on November 30, 1988. The Paying Agent shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Paying Agent to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase and not remarketed, plus (b) an amount equal to sixty-five (65) days' accrued interest on the outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. At any time prior to the close of Bank's business on November 30, 1988, the City may, upon the conditions specified in the Ordinance, provide for the delivery to the Paying Agent of an irrevocable letter of credit other than the Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources and each such Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

The transfer of this Note shall be registered upon the books kept at the principal corporate trust office of The Bank of New York, New York, New York, or its successors and assigns, as registrar (the "Registrar") at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender of this Note at said office, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Noteholder or his duly authorized attorney.

Whenever any transfer instructions pertaining to this Note are given to the Registrar the written request for such transfer shall also contain payment instructions pertaining to such Note.

The Notes are issuable only in the form of registered Notes in the denomination of \$100,000 each or integral multiples thereof.

Upon payment of any required tax or other governmental charge subject to such conditions, upon surrender at the principal corporate trust office of the Registrar, Notes in the aggregate principal amount of \$100,000 or integral multiples thereof may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Notes of any authorized denomination and of the same Series.

In the manner and with the effect provided in the Ordinance, each of the Notes may be redeemed prior to maturity upon the occurrence of certain events as provided in the Ordinance, including redemption in whole or in part at the direction of the City. If this Note has been selected for redemption by the Paying Agent the City hereby promises to pay the Noteholder on the Redemption Date (identified above), or if purchased on demand of the Noteholder upon the presentation and surrender hereof as hereinabove set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Dated Date (identified above) until payment of said Principal Amount has been made or duly provided for at the rates and on the dates set forth herein.

The Series 1984C Notes are subject to mandatory redemption at the times and in the amounts provided in the Ordinance, the particular Notes and \$100,000 units of Notes to be redeemed shall be selected by lot by the Paying Agent.

In the event any of the Notes are called for redemption, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which such notice shall (i) specify the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Paying Agent) and, if less than all of the Notes are to be redeemed, Series designation and the numbers of the Notes, and the portions of Notes, so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date and upon satisfaction of any such condition the Notes, or portions thereof, to be redeemed shall cease to bear interest. Such notice shall be given by mailing a copy of the redemption notice by registered or certified mail at the times and in the manner provided in the Ordinance; provided, however, that failure duly to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Notes for which proper notice has been given.

If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then upon presentation and surrender of Notes, or portions thereof, so called for redemption at the place or places or payment, such Notes, or portions thereof, shall be redeemed.

Any Notes, and portions of Notes, which have been duly selected for redemption and which are deemed to be paid in accordance with the Ordinance shall cease to bear interest on the specified redemption date and shall thereafter cease to be entitled to any lien, benefit or security under the Ordinance.

The City, acting through its Comptroller, reserves the right with respect to any Series of Notes to convert all of the Notes of such Series to General Obligation Term Notes (the "Term Notes") in accord with the provisions of this paragraph and the Ordinance. The City shall select the date on which the conversion shall take place and shall determine, by its Comptroller, the fixed rate of interest per annum which the Notes of such Series shall bear after the conversion date. Notice of the conversion of all of the Notes of any Series and the provisions and terms of such Term Notes shall be given by the Paying Agent to the holders thereof and the Bank at least 30 days prior to the conversion date by Mail. During such 30-day period the Noteholder has the right to tender his Note in accord with the provisions of the Ordinance. As of the conversion date the Noteholder shall receive from the Registrar, if requested in writing by the Noteholder at least 5 Business Days prior to the conversion date, a Term Note or Notes containing the fixed rate of interest as so determined by the Comptroller. Any Noteholder who shall not have filed a request in writing with the Registrar at least 5 Business Days prior to the conversion date shall be deemed to have tendered such Note at 11:00 A.M. on the conversion date pursuant to clause (g) of Section 3 of the Ordinance and the Registrar may on the conversion date issue Term Notes in lieu thereof and such Notes so deemed to be tendered on such conversion date shall no longer bear interest if sufficient moneys are available on such date to pay the principal of and interest on such Notes.

The City, acting through its Comptroller, shall have the authority to direct the remarketing of such Term Notes through the Remarketing Agent or otherwise.

The Term Notes shall not be subject to tender and all of the provisions of the Ordinance pertaining to the tender of Notes shall not apply to any Note so converted into a Term Note.

If this Note is registered or transferred after notice by mail of the conversion of the Series of Notes of which this Note is one the Paying Agent shall provide the owner hereof with a copy of such conversion notice at the time of the delivery hereof.

The Noteholder shall have no right to enforce the provisions of the Ordinance, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Ordinance, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Ordinance.

With certain exceptions as provided therein, the Ordinance may be modified or amended only with the consent of the holders of 60% in aggregate principal amount of all Notes outstanding under the Ordinance.

Reference is hereby made to the Ordinance, copies of which are on file with the Paying Agent, and to the Letter of Credit which is held by the Paying Agent, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the City, the Paying Agent, the Registrar, the Paying Agent, the Remarketing Agent, the Bank, the Trustee and the Noteholders. The Noteholder, by acceptance hereof, is deemed to have agreed and consented to the terms and provisions of the Ordinance and the Letter of Credit.

The City, the Paying Agent, the Registrar, the Trustee and the Remarketing Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for all purposes, whether or not this Note is overdue, and neither the City, the Paying Agent, the Registrar nor the Remarketing Agent shall be affected by any notice to the contrary.



## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and ZIP Code of Transferee):

---

(Social Security or other identifying number: \_\_\_\_\_) the within Note and rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed by:

---

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers.

Exhibit C

2/24/84

**REMARKETING AGREEMENT**

THIS REMARKETING AGREEMENT is made and entered into as of March 1, 1984, by and among CITY OF CHICAGO (the "City"), GOLDMAN, SACHS & CO., as Remarketing Agent (the "Remarketing Agent"), and THE BANK OF NEW YORK, as Paying Agent (the "Paying Agent").

**W I T N E S S E T H:**

WHEREAS, the City, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984, adopted an ordinance entitled "AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION DAILY TENDER NOTES, SERIES 1984 A, B AND C, OF THE CITY OF CHICAGO, ILLINOIS", (the "Ordinance"), pursuant to which the City will issue General Obligation Daily Tender Notes, Series 1984A, Series 1984B and Series 1984C (the "Notes"); and

WHEREAS, the City and the Banks (as defined in the Ordinance) have entered into a Reimbursement Agreement (as defined in the Ordinance); and

WHEREAS, the City in the Ordinance has appointed The Bank of New York, New York, New York as Paying Agent;

WHEREAS, the City in Section 3(g) of the Ordinance has provided for the tender by Noteholders of their Notes and has established certain procedures in respect thereto.

NOW, THEREFORE, for and in consideration of the covenants herein made, and subject to the conditions herein set forth, the parties hereto agree as follows:

**Section 1. Definitions.** Except as defined above, all words with initial capitals shall have the same meaning as defined in the Ordinance. All times in this Remarketing Agreement shall mean New York City time.

**Section 2. Obligations of Remarketing Agent - General.**

(a) The City pursuant to the Ordinance has appointed the Remarketing Agent for the purpose of remarketing any Notes tendered pursuant to Section 3(g) of the Ordinance.

(b) The Remarketing Agent hereby agrees to use its best efforts to offer for sale and to sell the Notes at a price of 100% of the principal amount thereof plus accrued interest, if any; provided, however, the Remarketing Agent shall not be obligated to offer and sell the Notes (i) if the Agent Bank shall give notice to the Paying Agent to effect a redemption pursuant to Section 3(f)(iii) of the Ordinance, or (ii) if there is an Event of Default under the Ordinance. Further, the Remarketing

Agent shall not remarket the amount of Notes which the City may from time to time elect to purchase pursuant to Section 3(h) of the Ordinance or any series of Notes which shall have been converted to Term Notes pursuant to Section 3(i) of the Ordinance.

(c) The obligation of the Remarketing Agent to pay or provide payment at 2:00 p.m. for the Notes which the Remarketing Agent has advised the Paying Agent at 1:00 p.m. it had remarketed shall be absolute and unconditional except only as to such Notes which are not received by the Remarketing Agent from the Paying Agent by 2:00 p.m.

(d) The Remarketing Agent at all times shall be construed to be acting as an agent for and on behalf of the City.

(e) The Remarketing Agent shall consult with the Comptroller at such times as he shall request and shall on his request furnish information to him for the purpose of establishing the Interest Rate on the Notes. The Remarketing Agreement shall inform the Comptroller not less than weekly, and at such other times as the Comptroller shall request, the minimum Interest Rate which, in the Remarketing Agent's opinion, is necessary to remarket the amount of Notes reasonably expected to be tendered at 100% of the principal amount thereof plus accrued interest.

### **Section 3. Paying Agent.**

As a condition of the obligation of the Remarketing Agent to act pursuant to this Remarketing Agreement, a Paying Agent appointed by the City pursuant to the Ordinance shall at all times be in place, and the City shall pay or reimburse the Paying Agent for its reasonable fees, charges and expenses (including counsel fees) rendered or incurred in such capacity pursuant to the Ordinance, the Reimbursement Agreement and this Remarketing Agreement.

### **Section 4. Remarketing Fees.**

(a) The City shall pay the Remarketing Agent as compensation for its services hereunder, a fee of one-eighth of one percent of the principal amount of the Note transactions, but not exceeding one-eighth of one percent of the average principal amount of the Notes Outstanding during any calendar year or to pay such other amounts as may be agreed upon from time to time by the City and the Remarketing Agent. Payments shall be made in installments quarterly in arrears on each January 1, April 1, July 1 and October 1, commencing July 1, 1984. The period from the date of the initial delivery of the Notes to July 1, 1984 shall be considered to be a first quarterly period for purposes of this Section 2(b). The Remarketing Agent will not be entitled to compensation for any period after this Remarketing Agreement shall be terminated, except for a pro rata portion of the fee in respect of the quarter in which such termination occurs.

(b) The City shall make all such payments directly to the Remarketing Agent upon presentation by the Remarketing Agent of quarterly statements of charges incurred. Any overpayments made by virtue of the recalculation of principal amount of Notes outstanding shall be refunded to the City within two weeks after such recalculation.

**Section 5. Removal or Resignation of the Remarketing Agent.**

The Remarketing Agent may be removed at any time by the City with the consent of the Paying Agent by giving at least 5 Business Days' notice to the Remarketing Agent, the Trustee and the Paying Agent. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Remarketing Agreement by giving at least 14 Business Days' notice to the City, the Trustee and the Paying Agent.

**Section 6. Tender for Purchase of Notes; Remarketing; Purchase.**

(a) The Paying Agent, upon receipt of each notice of tender described in Section 3(g) of the Ordinance shall by 11:15 a.m., or as soon as reasonably possible thereafter, on the same Business Day, confirm the substance of such notice by telephone with such persons as the Remarketing Agent may hereafter designate in writing to the Paying Agent. The Paying Agent shall also initiate the required drawings under the Letter of Credit.

(b) Upon the receipt by the Remarketing Agent of the notice of tender described in Section 3(g) of the Ordinance and of the confirming communication by the Paying Agent as provided for in "(a)" above, the Remarketing Agent shall use its best efforts to offer for sale and to sell such Notes at a price equal to 100% of the principal amount thereof plus accrued interest, if any.

(c) To the extent Notes are not remarketed by the Remarketing Agent on the day of tender, the Paying Agent shall deposit such Notes in the Custody Account.

**Section 7. Remarketing of Notes Held under the Custody Agreement.**

In the event any Notes shall be held by the Paying Agent in the Custody Account, the Remarketing Agent shall use its best efforts to offer for sale and to sell such Notes at a price equal to the principal amount thereof plus accrued interest, if any, to the date of remarketing. If the Remarketing Agent shall successfully offer for sale and sell any such Notes, the Remarketing Agent shall purchase such Notes in accordance with Section 8 below.

**Section 8. Purchase by the Remarketing Agent of Notes to be Remarketed.**

(a) By 1:00 p.m. on any Business Day when Notes are tendered as described in Section 5(a) above or on any Business Day when the Remarketing Agent shall remarket any Notes held in the Custody Account, the Remarketing Agent shall give telephonic notice to the Paying Agent of its intent to remarket such Notes specifying (i) the aggregate principal amount of Notes for which the Remarketing Agent has found purchasers, (ii) the names, addresses, taxpayer identification numbers and denominations respecting which the remarketed Notes are to be issued and registered, and (iii) the method by which interest on such Notes is to be paid by the Paying Agent to the Noteholder on the Interest Payment Date as is provided in the Ordinance. The Paying Agent shall prepare or cause to be prepared the Notes not later than 2:00 p.m. on the same Business Day.

(b) Not later than 2:00 p.m. on the same Business Day, the Remarketing Agent shall pick-up the Notes from the Paying Agent, and shall pay therefor a purchase price equal to the principal amount thereof plus accrued interest, if any, by giving payment instructions to debit an account maintained by the Remarketing Agent with the Paying Agent, or making payment by such other method in immediately available funds as shall be mutually agreeable to the Remarketing Agent and the Paying Agent.

**Section 9. Delivery of Notes.** The Paying Agent's determination that all conditions necessary for the transfer of any Note delivered to the Paying Agent upon tender by a Noteholder have been complied with shall be a condition precedent to any transfer of such Note pursuant to this Remarketing Agreement.

**Section 10. Dealing in Notes by Paying Agent and Remarketing Agent.** The Paying Agent or the Remarketing Agent, in its individual capacity, either as principal or agent, may in good faith buy, sell, own, hold and deal in any of the Notes, and may join in any action which any Noteholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Paying Agent or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee, or agent for any committee or body of Noteholders or other obligations of the City as freely as if it did not act in any capacity hereunder.

**Section 11. Intention of Parties.** It is the express intention of the parties hereto that no purchase, sale or transfer of any Notes, as herein provided, shall constitute or be construed to be the extinguishment of any Notes or the indebtedness represented thereby or the reissuance of any Notes or the refunding of any indebtedness represented thereby.

**Section 12. Representations by City.** As the basis for the undertakings on its part herein contained, the City represents that it is a home rule municipality duly organized and existing under the laws of the State of Illinois; it is fully empowered to enter into this Remarketing Agreement pursuant to its home rule powers and pursuant to necessary action taken by its corporate authorities; and the execution and delivery by it of this Remarketing Agreement and the performance of the agreements herein contained do not and will not contravene or constitute a default under any agreement, indenture, mortgage, loan agreement, commitment, or other existing requirements of law or any other agreement of any kind to which it is a party or by which it is or may be bound.

**Section 13. Governing Law.** This Remarketing Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois.

**Section 14. Notices.** Unless otherwise provided herein, all notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed delivered or given when delivered by hand or sent by telegram or tested telex or mailed by registered mail, postage prepaid, addressed as follows:

If to the City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Paying Agent: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to the Remarketing  
 Agent: \_\_\_\_\_

85 Broad Street  
 New York, New York  
 26th Floor  
 Attention: Municipal Note Desk

Each of the above parties may, by written notice given hereunder to the others, designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent. In addition, the parties hereto may agree to any other means by which subsequent notices, certificates, requests or other communications may be sent.

**Section 15. Term of Remarketing Agreement.** Unless otherwise terminated in accordance with the provisions hereof, this Remarketing Agreement shall remain in full force and effect from the date hereof until the payment in full of the Notes.

IN WITNESS WHEREOF, the parties hereto have caused this Remarketing Agreement to be duly executed as of the day and year first above written.

CITY OF CHICAGO

ATTEST:

By \_\_\_\_\_  
 (Name of Officer)

\_\_\_\_\_  
 (Name of Officer)

Title \_\_\_\_\_

\_\_\_\_\_  
 (Title)

GOLDMAN, SACHS & CO.

By \_\_\_\_\_

(PAYING AGENT)

ATTEST:

By \_\_\_\_\_  
 (Name of Officer)

\_\_\_\_\_  
 (Name of Officer)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Title)

EXHIBIT 11

REIMBURSEMENT AGREEMENT

BETWEEN

THE CITY OF CHICAGO

AND

THE MITSUBISHI BANK, LIMITED

Dated as of March 1, 1984

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REIMBURSEMENT AGREEMENT, dated as of March 1, 1984, between the City of Chicago (the "City") and The Mitsubishi Bank, Limited, New York Branch (the "Bank").

WHEREAS, the City intends to issue and sell \$259,200,000 aggregate principal amount of its General Obligation Daily Tender Notes, Series 1984 A, B and C (the "Notes") issued pursuant to an ordinance adopted by the City Council of the City on \_\_\_\_\_, 1984; and

WHEREAS, in order to secure payment when due of the principal of and interest on each of the Notes, the City has requested the Bank to agree to issue an unconditional irrevocable transferable letter of credit in the form of Exhibit A hereto (the "Letter of Credit") in the amount of \$264,200,000 of which \$259,200,000 may be drawn in respect of the principal of the Notes and \$5,000,000 may be drawn in respect of interest thereon;

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to issue the Letter of Credit, the City and the Bank hereby agree as follows.

#### ARTICLE I

##### DEFINITIONS

SECTION 1.01. Definitions. Terms defined above shall have the meanings set forth above and the following terms shall have the following meanings.

"Advance" shall have the meaning set forth in Section 3.01.

"Agreement" shall mean this Reimbursement Agreement, as the same may be from time to time amended, supplemented or modified.

"Business Day" shall mean any day on which (i) banks located in the city, or each of the cities, as the case may be, in which the Principal Offices (as defined in the Ordinance) of the Trustee, Paying Agent and the Bank are located are not required or authorized to remain closed and (ii) The New York Stock Exchange, Inc. is not closed.

"Custody Agreement" shall mean the agreement dated as of March 1, 1984 between the Bank and The Bank of New York and any successor agreement thereto.

EXHIBIT D2 - Form of Opinion of Braun Moriya Hoashi  
and Kubota , special Japanese counsel  
for the Bank

"Custody Account" shall have the meaning set forth in the Custody Agreement.

"Date of Issuance" shall mean the date specified by the City as the date of issuance of the Letter of Credit.

"Debt" shall mean at any date, without duplication, (i) all general obligations for borrowed money and (ii) all general obligations evidenced by bonds, debentures, notes or other similar instruments. Such Debt of the City shall include Debt of others guaranteed by the City.

"Dollar-Day" means any day on which Advances bearing interest at the Initial Rate are outstanding hereunder. The "value" of a Dollar-Day shall be equal to the aggregate principal amount of all Advances bearing interest at the Initial Rate on each such day.

"Event of Default" shall have the meaning set forth in Section 9.01.

"Initial Rate" shall have the meaning set forth in Section 3.02.

"Initial Rate Availability Expiration Date" shall mean the date on which the aggregate value of Dollar-Days elapsed reaches 7,776,000,000.

"Interest Payment Date" shall have the meaning set forth in the Ordinance.

"Letter of Credit Amount" shall mean the maximum amount available to be drawn under the Letter of Credit and shall initially be \$264,200,000.

"Letter of Credit Note" shall have the meaning set forth in Section 3.01.

"Note Fund" shall have the meaning set forth in the Ordinance.

"Ordinance" shall mean the ordinance adopted by the City Council of the City on                     , 1984 authorizing the issuance of the Notes and the Letter of Credit Note.

"Official Statement" shall mean the official statement document with respect to the Notes.

"Paying Agent" shall mean The Bank of New York or any other or successor paying agent appointed in accordance with Section 63 or Section 65 of the Ordinance.

"Permitted Investments" shall mean any of the following obligations or securities:

(i) direct obligations of the United States of America and agencies thereof, or

(ii) obligations fully guaranteed by the United States of America, or

(iii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least \$300,000,000 (including the Trustee if such conditions are met), or

(iv) commercial paper of companies incorporated or doing business under the laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's Corporation or Moody's Investor Service, Inc. (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization, or

(v) repurchase agreements with any financial institution having combined capital and surplus and retained earnings of at least \$300,000,000 with any of the obligations of the type described in clauses (i) through (iv) above as acceptable collateral, provided that the term of any such repurchase agreement shall not exceed 90 days.

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a state, a government or political subdivision or an agency or instrumentality thereof.

"Preliminary Official Statement" shall mean the preliminary version of the Official Statement authorized to be distributed pursuant to the Ordinance.

"Prime Rate" for any day shall mean the rate of interest for such day publicly announced by The Mitsubishi Bank, Limited in New York City from time to time as its prime rate.

"Purchase Contract" shall mean the Contract of Purchase dated as of March 1, 1984 between the City and

Goldman, Sachs & Co., as senior manager of the Underwriters named therein (including the other managers and itself) relating to the sale of the Notes.

"Remarketing Agent" shall mean the Remarketing Agent designated by the City with respect to the Notes.

"Series A Letter of Credit Amount" shall mean the maximum amount available to be drawn under the Letter of Credit with respect to Series A Notes and shall initially be \$101,900,000.

"Series B Letter of Credit Amount" shall mean the maximum amount available to be drawn under the Letter of Credit with respect to Series B Notes and shall initially be \$114,100,000.

"Series C Letter of Credit Amount" shall mean the maximum amount available to be drawn under the Letter of Credit with respect to Series C Notes and shall initially be \$46,200,000.

"Series A Notes" shall mean the City's General Obligation Daily Tender Notes, Series 1984 A.

"Series B Notes" shall mean the City's General Obligation Daily Tender Notes, Series 1984 B.

"Series C Notes" shall mean the City's General Obligation Daily Tender Notes, Series 1984 C.

"State" shall mean the State of Illinois.

"Tender Advance" shall have the meaning set forth in Section 3.03.

"Tender Draft" shall have the meaning set forth in the Letter of Credit.

"Termination Date" shall have the meaning set forth in Section 2.02.

"Trustee" shall mean The First National Bank of Chicago, as Trustee under the Ordinance and its successors, and any other bank or trust company at any time substituted in its place pursuant thereto.

## ARTICLE II

## ISSUANCE OF LETTER OF CREDIT

SECTION 2.01. The Letter of Credit. The Bank agrees, subject to the terms and conditions set forth herein and upon notice from the City to the Bank, to issue on or after March 1, 1984 the Letter of Credit in the aggregate amount of \$264,200,000, of which \$259,200,000 may be drawn in respect of the principal of the Notes and \$5,000,000 may be drawn in respect of interest thereon as set forth in the Letter of Credit, to the Paying Agent for the account of the holders of the Notes. The Letter of Credit shall be in the form of Exhibit A hereto.

SECTION 2.02. Termination of Letter of Credit. The Letter of Credit shall terminate on the earliest of (i) November 30, 1988, (ii) the date on which the Paying Agent delivers to the Agent written notice that all of the Notes have been redeemed in accordance with Section 3 of the Ordinance or purchased for cancellation in accordance with Sections 3 and 10 of the Ordinance and (iii) the date on which the Paying Agent shall have accepted an Alternate Letter of Credit (as defined in the Ordinance), in accordance with Section 17 of the Ordinance, in substitution for the Letter of Credit. The earliest of such dates is referred to herein as the "Termination Date".

## ARTICLE III

## LETTER OF CREDIT NOTE

SECTION 3.01. Letter of Credit Note. Each amount paid upon a drawing under the Letter of Credit shall be reimbursed on the day paid, provided that any such amount not reimbursed on the day so paid shall constitute an advance (individually, an "Advance" and collectively, "Advances") to the City on the date so paid by the Bank which the City shall be obligated to repay as provided herein. Advances shall be evidenced by a full faith and credit general obligation Letter of Credit Note in the form of Exhibit B hereto, to be delivered to the Bank on the Date of Issuance. Such Letter of Credit Note shall be dated the Date of Issuance. The Bank shall, and is hereby authorized by the City to, endorse on the schedule forming a part of the Letter of Credit Note appropriate notations evidencing the date, amount and maturity of each Advance evidenced by such Letter of Credit Note and the date and amount of each payment of principal thereof.

SECTION 3.02. Interest on the Advances. Each Advance shall bear interest on the unpaid principal amount thereof at the following rates:

(a) Subject to the provisions of paragraphs (c), (d) and (e) of this Section, for each of the first thirty days that an Advance is outstanding, at a rate per annum equal to the sum of the Overnight Effective Federal Funds Rate for such day as quoted in the "Composite Closing Quotations for U.S. Government Securities" published by the Federal Reserve Bank of New York plus 1/2 of 1% (the "Initial Rate").

(b) Thereafter until due and payable, at a rate per annum equal to the Prime Rate from time to time in effect.

(c) No Advance shall bear interest at the Initial Rate after the Initial Rate Availability Expiration Date. The Bank shall inform the City in writing of the date that is the Initial Rate Availability Expiration Date and thereafter all Advances shall bear interest at a rate per annum equal to the Prime Rate from time to time in effect.

(d) No Advance shall bear interest at the Initial Rate after the maturity date of the Notes to which such Advance relates. After such date each such Advance shall bear interest at a rate per annum equal to the Prime Rate from time to time in effect.

(e) Any Advance, together with accrued interest thereon, or any portion thereof, not paid on the applicable due date set forth in Section 3.03 shall bear interest payable on demand at a rate per annum equal to the sum of the Prime Rate from time to time in effect plus 2% per annum.

Interest payable pursuant to paragraphs (a), (b), (c) and (d) above shall be payable in arrears on the first day of each calendar month, and upon prepayment or maturity of the relevant Advance. Each Advance shall bear interest from and including the date of payment upon the drawing under the Letter of Credit giving rise to such Advance until but not including the date on which it is repaid in full. Interest shall be computed on the basis of a year of 365 days (366 days in a leap year) and paid for the actual number of days elapsed (including the first day but excluding the last day).



SECTION 3.03. Repayment of Advances. The principal amount of Advances evidenced by the Letter of Credit Note shall become due and payable and shall be repaid as provided below:

(a) Each Advance that arises from payment of a draw under the Letter of Credit to pay principal of or interest on Notes tendered to the Paying Agent and purchased in accordance with sub-clause (g) of Section 3 of the Ordinance (a "Tender Advance") shall be repaid in full, together with accrued interest thereon, on the date that is the earlier of (i) the date on which such Notes are remarketed, or (ii) the date on which Advances relating to such Notes mature pursuant to paragraphs (b), (c), and (d) of this Section.

(b) Except as provided in paragraph (d) of this Section, each Advance that arises from payment of a draw under the Letter of Credit to pay interest on Series A Notes or Series B Notes on an Interest Payment Date or principal of or interest on Series A Notes or Series B Notes upon redemption or at maturity shall be repaid in full, together with accrued interest thereon, on December 31, 1985.

(c) Except as provided in paragraph (d) of this Section, each Advance that arises from payment of a draw under the Letter of Credit to pay principal of or interest on Series C Notes upon mandatory redemption or at maturity shall be repaid in full, together with interest thereon on December 31 of the year in which such payment is made. Each Advance that arises from payment of a draw under the Letter of Credit to pay interest on Series C Notes on an Interest Payment Date or principal of or interest on Series C Notes upon optional redemption shall be repaid in full, together with accrued interest thereon, in equal installments on December 31 of the year in which is such payment is made and December 31 of each year thereafter up to and including December 31, 1988.

(d) Each Advance that arises from payment of a draw under the Letter of Credit to pay principal of and interest on Notes upon the redemption of Notes pursuant to sub-clause (f)(iii) of Section 3 of the Ordinance and each Advance arising out of prior draws under the Letter of Credit outstanding

on the date of such redemption shall be repaid in full, together with interest thereon, on written demand to the City from the Bank.

(e) All payments made, or caused to be made, by the City to the Bank hereunder shall be made in lawful currency of the United States and in immediately available funds at the account of the Bank in New York specified in the Letter of Credit Note. Payment in accordance with the foregoing to the Bank shall discharge the obligation of the City to make such payment.

(f) Whenever any payment by the City under any provision of this Agreement shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, together with interest thereon for such extended time at the applicable rate in effect.

(g) Upon making any payment or causing any payment to be made to the Bank as required or permitted by Article III hereof, the City shall (i) inform the Bank whether such payment is in reimbursement of a draw under the Letter of Credit on the day of such payment or in payment of an Advance and (ii) if the amount of such payment is less than the amount required to reimburse the Bank in full for such draw or to pay outstanding Advances in full, as the case may be, the City shall designate the Series of Notes in respect of which such reimbursement is being made or the Advances being paid, as the case may be. If the City does not comply with the requirements of the previous sentence, the Bank may, in its discretion, apply such amount to the reimbursement of such draw relating to any one or more Series of Notes or the payment of any outstanding Advances, provided that if the Bank is informed by the City that such amount is being paid from a specific account in the Note Fund, such amount shall be applied only to reimbursement of a draw or payment of Advances to be paid from such account pursuant to the Ordinance. The preceding two sentences shall not be applicable to any payment of proceeds of the resale of Notes tendered pursuant to subsection (g) of Section 3 of the Ordinance, which shall be applied as set forth in Section 3.04(b) of this Agreement;

SECTION 3.04. Prepayment of Advances. (a) The City may at any time and from time to time prepay or cause to be prepaid any Advance in whole or in part, and, if in part, in amounts aggregating not less than \$100,000 and any integral multiple thereof, without penalty or premium, together with interest accrued thereon to the date of prepayment. It is recorded that (i) the Letter of Credit provides that if the Bank gives notice to the Paying Agent within 15 days of a drawing under the Letter of Credit by an Interest Draft (as defined in the Letter of Credit) that an Advance arising from such drawing has not been prepaid in full, the right to draw on the Bank by an Interest Draft shall not be reinstated and (ii) the Ordinance provides that if the right to draw on the Bank by an Interest Draft is not reinstated, the Paying Agent shall call the Notes for redemption.

(b) Simultaneously with the resale of any Notes held by the Paying Agent in the Custody Account on behalf of the Bank the City shall cause the proceeds of such resale to be paid to the Bank to the extent of any outstanding Tender Advances, together with accrued interest thereon, relating to such Notes. Such proceeds shall be applied by the Bank in full in repayment of such outstanding Tender Advances and the City shall, on the day of such resale, pay to the Bank any additional amounts required to pay such outstanding Tender Advances in full.

Any interest paid to the Bank in respect of Notes held by the Paying Agent in the Custody Account on behalf of the Bank shall be applied by the Bank first in reduction of interest to be paid on Tender Advances relating to such Notes and then in reduction of the principal of such Advances. Any excess after such applications shall be paid to the City.

(c) The City covenants and agrees that on December 31, 1984 it shall prepay or cause to be prepaid any Advance, together with accrued interest thereon, arising from payment of a draw under the Letter of Credit to pay principal of or interest on Series A Notes prior to the maturity of such Notes, to the extent the City has legally available funds to make such prepayment on such date.

(d) Advances, together with accrued interest thereon, relating to any Series of Notes shall be prepaid to the extent the Trustee, pursuant to Section 16 of the Ordinance and on demand of the Bank, pays to the Bank moneys deposited in the respective accounts within the Note Fund.

## ARTICLE IV

## OTHER PAYMENTS

SECTION 4.01. Other Payments. (a) The City agrees to pay to the Bank fees with respect to the Letter of Credit until the termination of the Letter of Credit in the following amounts:

(i) 0.25% per annum of the Series A Letter of Credit Amount in effect on the date such payment is required to be made;

(ii) 0.325% per annum of the Series B Letter of Credit Amount in effect on the date such payment is required to be made; and

(iii) 0.4% per annum of the Series C Letter of Credit Amount in effect on the date such payment is required to be made.

Fees to be paid pursuant to this paragraph (a) shall be paid semi-annually in advance, commencing on the Date of Issuance (for the period from the Date of Issuance to June 30, 1984) and thereafter on July 1 and January 1 of each year. The Bank agrees that the City shall have no obligation to pay fees pursuant to this paragraph (a) during the continuance of a failure by the Bank to make payment upon a valid draw under the Letter of Credit.

(b) If any change in the law or regulation of the United States or any state thereof or in the interpretation thereof by any court or administrative or governmental authority charged with the administration thereof shall either (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against letters of credit issued by the Bank or (ii) impose on the Bank any other condition regarding the Letter of Credit, and the result of any event referred to in clause (i) or (ii) above shall be to increase the cost to the Bank of issuing or maintaining the Letter of Credit (which increase in cost shall be the result of the Bank's reasonable allocation of the aggregate of such cost increases resulting from such events), then, upon thirty days' notice from the Bank, the City shall on the Interest Payment Date next succeeding the end of such notice period pay to the Bank all additional amounts which are necessary to compensate the Bank for such increased cost incurred by the Bank. The notice referred to in the previous sentence shall state the nature of the event giving rise to such notice and shall include a certificate, itemized in detail, as to the increased costs incurred by the

Bank as a result of such event, which certificate shall be conclusive (absent manifest error) as to the amount of such increased costs. The City will also pay to the Bank, on notice by the Bank on behalf of any participating bank referred to in Section 10.04 of this Agreement and in accordance with the above procedure, any additional amounts which are necessary to compensate such participating bank for increased costs described in clause (i) or clause (ii) above incurred by such participating bank. The Bank shall not demand payment more frequently than once in any sixty day period. All payments of increased cost shall bear interest thereon if not paid within two Business Days after the Interest Payment Date when due until payment in full at a rate of interest per annum equal to 2% plus the Prime Rate in effect from time to time. The Bank will use good faith and reasonable efforts to minimize the amount of such increased costs. The Bank agrees that if it becomes entitled to invoke the provisions of this Section, it will, if requested by the City, use good faith and reasonable efforts to designate another agency or branch of the Bank in the United States at which to book its obligations under the Letter of Credit, with the object of avoiding such increase in cost provided that such designation can be made on such terms that the Bank and such other agency or branch suffer no economic, legal or regulatory disadvantage.

#### ARTICLE V

#### CONDITIONS

SECTION 5.01. Conditions Precedent to Issuance of Letter of Credit. (a) The Bank will issue the Letter of Credit upon the request of the City in accordance with Section 2.01 and subject to fulfillment of the conditions set forth in subsections (b), (c), (d) and (e) below.

(b) The Bank shall have received on or before the Date of Issuance the following, each dated on or as of such date, in form and substance satisfactory to the Bank:

(i) Evidence satisfactory to counsel for the Bank of the adoption by the City Council of the Ordinance;

(ii) opinions of the Corporation Counsel of the City, and Chapman and Cutler and Richard H. Newhouse, Esq., Bond Counsel, in the forms attached as Exhibits C1 and C2 hereto;

(iii) an opinion of Davis Polk & Wardwell, special United States counsel for the Bank, in the form attached as Exhibit D1 hereto;

(iv) an opinion of Braun Moriya Hoashi and Kubota, special Japanese counsel for the Bank, in the form attached as Exhibit D2 hereto;

(v) an executed copy (or duplicates thereof) of the Purchase Contract;

(vi) a certificate of the City Clerk of the City, certifying the name and true signature of the officer of the City authorized to execute this Agreement and the Letter of Credit Note;

(viii) the amounts specified to be paid on the Issuance Date pursuant to Section 4.01(a); and

(ix) such other documents, instruments, approvals or opinions as the Bank may reasonably request.

(c) The representations and warranties contained in Section 7.01 hereof shall be correct on and as of the Date of Issuance as though made on and as of such date and no Event of Default and no condition or event which, with the giving of notice or lapse of time or both, would become such an Event of Default shall have occurred and be continuing on the Date of Issuance and the Bank shall have received a certificate signed by the Comptroller of the City, dated the Date of Issuance, to that effect.

(d) On or before the Date of Issuance:

(i) all conditions precedent to the issuance of the Notes shall have occurred;

(ii) the City shall have duly executed, issued and sold the Notes to the Underwriters as contemplated by the Purchase Contract and the City shall have duly executed, issued and delivered the Letter of Credit Note to the Bank; and

(iii) the Bank and The Bank of New York shall have entered into the Custody Agreement.

## ARTICLE VI

## OBLIGATIONS ABSOLUTE

SECTION 6.01. Obligations Absolute. The obligations of the City to make payments under this Agreement and the Letter of Credit Note shall be unconditional and irrevocable, and shall be performed in accordance with the terms of this Agreement, under all circumstances, including without limitation the following circumstances:

(a) any lack of validity or enforceability of the Letter of Credit or the Letter of Credit Note;

(b) any amendment or waiver of or any consent to departure from the Ordinance;

(c) the existence of any claim, set-off, defense or other rights which the City may have at any time against the Paying Agent, any beneficiary or any transferee of the Letter of Credit (or any Persons for whom the Paying Agent, any such beneficiary or any such transferee may be acting), the Bank or any other Person, whether in connection with this Agreement, any related documents or any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(d) any statement or any other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate;

(e) payment under the Letter of Credit by the Bank to the Service Fund (as defined in the Ordinance) against presentation of a draft or certificate which does not comply with the terms of the Letter of Credit; or

(f) any other circumstance or happening whatsoever, whether or not similar to the foregoing.

## ARTICLE VII

## REPRESENTATIONS AND WARRANTIES

SECTION 7.01. Representations and Warranties of the City. The City hereby represents and warrants to the Bank that:

(a) The City has full legal right, power and authority (i) to enter into this Agreement, and (ii) to execute and deliver the Letter of Credit Note as provided herein and in the Ordinance; and the City has duly authorized and approved the execution and delivery of the Letter of Credit Note and this Agreement and the performance by the City of its obligations thereunder and hereunder;

(b) No further authorization or approval is required for the execution and delivery of this Agreement or the Letter of Credit Note by the City and this Agreement and the Letter of Credit Note constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms; and no further authorization or approval is required for the performance by the City of its obligations hereunder or thereunder;

(c) The City, acting through the Mayor and the Comptroller, has duly authorized and approved the Preliminary Official Statement and has duly authorized, approved and executed the Official Statement;

(d) The Ordinance has been duly adopted for the City by the City Council, is in full force and effect and is a contract with the holders of the Notes and with the Bank and is a legal, valid and binding obligation of the City, enforceable by the Bank in accordance with its terms;

(e) The Letter of Credit Note when issued and delivered by the City to the Bank pursuant to this Agreement will, to the extent of any advances evidenced thereby, constitute a general obligation of the City to which the full faith and credit of the City is pledged and for the payment of principal of and interest on which taxes will be levied and proceeds of taxes levied will be applied as provided in the Ordinance;



(f) Upon reliance of the opinion of Bond Counsel, payments of interest on the Letter of Credit Note are exempt from federal income taxation;

(g) No consent or approval of, or registration or declaration with, any Federal, State or other governmental commission, board, regulatory body or instrumentality, other than under state blue sky or securities laws and other than the approval of the City Council (which approval has been obtained), is or was required in connection with any of the actions of the City described in subparagraph (a), (b), (c), (d) or (e) of this Section 7.01, nor is any election or referendum of voters required in connection therewith;

(h) All legislation (except for the tax levy ordinance provided for in Section 22 of the Ordinance) necessary to fulfill the terms and conditions of, and to carry out the transactions contemplated by the Ordinance, this Agreement, the Letter of Credit Note and the Purchase Contract is in full force and effect;

(i) The execution and delivery of this Agreement and the Letter of Credit Note by the City, and the carrying out of the transactions contemplated by the Ordinance, this Agreement, the Purchase Contract and the Letter of Credit Note do not and will not conflict with or constitute on the part of the City a breach of, or a default under, any existing law (including, without limitation, the Constitution of the State), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is bound;

(j) The Preliminary Official Statement, as of the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the Preliminary Official Statement, or the statements and information therein contained, in light of the circumstances under which they were made, not misleading, provided that the foregoing shall not apply to any information provided by the Bank to the City for inclusion therein and appearing in Appendix B thereof;

(k) The Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the Official Statement, or the statements and information therein contained, in light of the circumstances under which they were made, not misleading, provided that the foregoing shall not apply to any information provided by the Bank to the City for inclusion therein and appearing in Appendix B. thereof;

(l) Except as disclosed, prior to the execution of this Agreement, in the Preliminary Official Statement, the Official Statement or in writing to the Bank, no litigation is pending (or to the knowledge of the City threatened) against the City in any court (i) to restrain or enjoin the delivery by the City of the Notes or the Letter of Credit Note, or (ii) in any manner questioning the authority of the City to issue, or the issuance or validity of, the Letter of Credit Note, the Notes or any other Debt of the City or (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Notes or the Letter of Credit Note, or (iv) questioning any of the legislation referred to in Section 7.01(h), or (v) questioning the validity or enforceability of the Ordinance or (vi) questioning in any manner the levy, collection or deposit or proposed levy, collection or deposit of any material portion of the revenues of the City pledged to the repayment of the Letter of Credit Note, or (vii) contesting in any way the completeness, accuracy or fairness of the Preliminary Official Statement or the Official Statement or (viii) which might in any material respect adversely affect the transactions contemplated herein and in the Official Statement, and the entitlement of any members of the City Council and of any officers of the City executing this Agreement, the Letter of Credit Note or any document delivered hereunder to their respective positions are not being contested;

(m) The representations and warranties of the City set forth in the Purchase Contract are true and correct;

(n) The proceeds of taxes of the City pledged pursuant to Section 23 of the Ordinance, the taxes

levied pursuant to Section 24 of the Ordinance and the taxes to be levied pursuant to Section 22 of the Ordinance for payment of the Notes and the Letter of Credit Note have not been, and will not be, pledged by the City to the payment of any other obligation, and upon payment to the Trustee for deposit in the Note Fund, will not be subject to any prior claim or prior lien;

(o) Any debt evidenced by the Letter of Credit Note will rank at least equally in right of payment by the City with all other full faith and credit general obligations of the City not secured by a pledge of specific revenues of the City;

(p) The City's 1984 Cash Flow Projection, copies of which have been furnished to the Bank, are based on data and assumptions which, to the best knowledge of the City, are accurate and complete in all material respects and have been prepared in accordance with the City's customary financial practices applied on a consistent basis;

(q) Subsequent to the respective dates as of which information is given in the Official Statement there has not been any material adverse change in the financial position, or prospects or projections, results of operations or condition, financial or otherwise, of the City, except as described in the Official Statement or the City's 1984 Cash Flow Projection referred to in paragraph (p) above;

(r) There is no amendment, or proposed amendment certified for placement on a statewide ballot, to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any legislation which has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the Notes, the Letter of Credit Note or the Letter of Credit, or any holder or beneficiary thereof in his capacity as such; and

(s) The City is a "home rule unit" as that term is defined in Section 6 of Article VII of the 1970 Constitution of the State, the City having a population in excess of 25,000 and having not elected by referendum not to be such a home rule unit. Pursuant to the provisions of Section 6(a)

of Article VII and subject to the limitations of that Article, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

SECTION 7.02. Representations and Warranties of the Bank. The Bank represents and warrants as of the date hereof that:

(a) The execution, delivery and performance by the Bank of this Agreement and the Letter of Credit are within its corporate power, have been duly authorized by all necessary corporate action, and require no action by or in respect of, or filing with, any governmental body, agency or official (other than under any state blue sky or securities laws);

(b) This Agreement constitutes a valid and binding agreement of the Bank, and the Letter of Credit, when executed and delivered in accordance with this Agreement, will constitute a valid and binding obligation of the Bank, enforceable in accordance with their respective terms except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and the availability of equitable remedies may be limited by equitable principles of general applicability; and

(c) The financial statements of the Bank delivered to the City for inclusion in the Preliminary Official Statement and Official Statement present fairly the financial position of the Bank as of March 31, 1983 and the results of the Bank's operations for the year then ended in conformity with accounting principles generally accepted in Japan applied on a consistent basis.

## ARTICLE VIII

### COVENANTS

The City hereby agrees that:

SECTION 8.01. Information. The City will deliver to the Bank (i) in as many copies as it shall request, as soon as available, the following documents:

- (a) the annual financial statements of the City;
- (b) the City's annual budget and the City's annual appropriation ordinance;
- (c) the City's quarterly statements of receipts and disbursements; and
- (d) any disclosure documents distributed in connection with any public issue of Debt of the City;

and (ii) from time to time such additional information regarding the financial condition of the City as the Bank may reasonably request. Promptly upon becoming aware of the existence of an occurrence which would, with the lapse of time or giving of notice, or both, lead to an Event of Default the City shall give notice to the Bank of such occurrence, which notice shall state what action the City proposes to take in regard to such occurrence.

SECTION 8.02. Inspection of Records. Upon reasonable request of the Bank and during normal business hours, the City will give the Bank, or any attorney-in-fact or counsel therefor, access to and permission to examine, copy or make excerpts from, any and all books, records and documents under control of the Comptroller of the City relating to the financial condition of the City.

SECTION 8.03. Compliance with Law. The City will comply with and observe the obligations and requirements set forth in the Ordinance and in the Constitution of the State and in all statutes and regulations binding upon it relating to the Notes, the Letter of Credit Note or this Agreement.

SECTION 8.04. Payment of Proceeds of Taxes into Note Fund. The City will cause the City Treasurer to deposit into the appropriate accounts in the Note Fund the proceeds of taxes levied pursuant to Sections 22 and 24 of the Ordinance. A pro rata share, based on the proportion that the taxes levied pursuant to such Sections in each year bears to the total amount of taxes levied by the City in such year, of each installment of taxes received by the City shall be deposited into the appropriate accounts in the Note Fund.

The City shall cause the City Comptroller to direct the City Treasurer to deposit the proceeds of taxes pledged pursuant to Section 23 of the Ordinance into the appropriate account in the Note Fund as follows:

(i) a pro rata share, based on the proportion that \$91,262,609 bears to the total amount of taxes levied for the year 1984 for payment into the City's Corporate Fund, of each payment of proceeds of such taxes into such Fund;

(ii) a pro rata share, based on the proportion that \$26,586,099 bears to the total amount of taxes levied for the year 1984 for payment into the Chicago Public Library (Maintenance and Operation) Fund, of each payment of proceeds of such taxes into such Fund;

(iii) a pro rata share, based on the proportion that \$14,280,430 bears to the total amount of taxes levied for the year 1984 for payment into the City's Judgement Fund, of each payment of proceeds of such taxes into such Fund;

(iv) a pro rata share, based on the proportion that \$14,153,426 bears to the total amount of taxes levied for the year 1984 for payment into the City Relief (General Assistance) Fund, of each payment of proceeds of such taxes into such Fund; and

(v) a pro rata share, based on the proportion that \$3,471,159 bears to the total amount of taxes levied for the year 1984 for payment into the Chicago Public Library (Building and Sites) Fund, of each payment of proceeds of such taxes into such Fund.

Nothing contained in this Section 8.04 shall prevent the City from making payments into the appropriate accounts in the Note Fund sooner than required by this Section, nor shall the provisions hereof be construed as requiring or permitting the City to pay into the Note Fund greater or lesser amounts than the amounts required by the Ordinance.

**SECTION 8.05. Permitted Investments.** The City will cause the City Treasurer to direct the Trustee to invest moneys in the Note Fund only in Permitted Investments.

**SECTION 8.06. Maximum Interest Rate on Notes.** The rate of interest on the Notes established by the City pursuant to sub-clauses (d) and (i) of Section 3 of the Ordinance will at no time exceed ten percent per annum.

## ARTICLE IX

## EVENTS OF DEFAULT

SECTION 9.01. Events of Default. The occurrence and continuance of any one or more of the following events shall be an Event of Default:

(a) Payment of any amount of principal of or interest on the Letter of Credit Note shall not be made when the same shall become due and payable; or

(b) Any representation or warranty made by the City in this Agreement, or any statement or representation made by or on behalf of the City in any document delivered hereunder, shall prove to have been incorrect in any material respect when made; or

(c) The City shall default in the due and punctual performance of the undertakings contained in Sections 22, 23 and 24 of the Ordinance; or

(d) The City shall fail to pay when due any principal of or interest on Debt of the City in an aggregate amount in excess of \$1,000,000 or any event shall occur as a result of which any holder or holders (or a trustee on behalf of such holders) of any Debt of the City in an aggregate principal amount in excess of \$1,000,000, shall have the right to accelerate the maturity of such Debt; or

(e) The City shall default in the due and punctual performance of any other of the covenants, agreements and provisions contained in the Ordinance, this Agreement or in the Letter of Credit Note to be performed by the City and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Bank; or

(f) The City shall become insolvent or admit in writing its inability to pay its debts as they mature or shall declare a moratorium on the payment of its debts or apply for, consent to or acquiesce in the appointment of a trustee or receiver for itself or any part of its property, or shall take any action to authorize or effect any of the foregoing; or in the absence of any such application, consent or acquiescence, a trustee or

receiver shall be appointed for it or for a substantial part of its property or revenues and shall not be discharged within a period of thirty (30) days; or all, or any substantial part, of the property of the City shall be condemned, seized, or otherwise appropriated, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding shall be instituted by or against the City (or any action shall be taken to authorize or effect the institution by it of any of the foregoing) and if instituted against it, shall be consented to or acquiesced in by it, or shall not be dismissed within a period of thirty (30) days; or

(g) The City shall default in the payment when due of any amount payable pursuant to Section 4.01(a) of this Agreement and such default shall continue for five (5) days after notice of such default shall have been given to the City by the Bank.

Upon the occurrence and continuance of any Event of Default the Bank may, by written notice to the City, the Paying Agent, the Remarketing Agent and the Trustee, direct the Paying Agent to call the Notes for redemption as provided in sub-clause (f)(iii) of Section 3 of the Ordinance.

## ARTICLE X

### MISCELLANEOUS

SECTION 10.01. Amendments and Waivers. No amendment or waiver of any provision of this Agreement or the Letter of Credit Note nor consent to any departure by the City therefrom shall in any event be effective unless the same shall be in writing and signed by the City and the Bank. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 10.02. Notices. All notices, requests and other communications to any Person hereunder shall be in writing (including bank wire, telegram, telecopier, telex or similar writing) and shall be given to such Person, addressed to it, at its address or telecopier or telex number set forth below or such other address or telecopier or telex number as such Person may hereafter specify for the purpose by notice to the City and the Bank. Each such notice,



request or communication shall be effective (i) if given by telex or telecopy, when such telex or telecopy is transmitted to the telex or telecopy number specified below and the appropriate answerback is received, (ii) if given by mail five days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified below.

Person	Address
City of Chicago	Comptroller's Office City Hall, Room 501 121 North LaSalle Street Chicago, Illinois 60602  Attn: City Comptroller  Telecopy:  One World Trade Center Suite 8527 New York, New York 10048  Attn: Mr. Nobukatsu Nishimura Assistant General Manager (212) 524-7007  Mr. Takehiro Naruse Manager (212) 524-7041  Telex: 129 220 WU (Domestic) BISHIBANKA NYK 23 2328 RCA (International) MIT UR
The Mitsubishi Bank, Limited New York Branch	
Goldman Sachs & Co. as Remarketing Agent	85 Broad Street New York, New York 10004  Attn: Municipal Short Term Trading Desk (212) 902-6630  Telex:

Person	Address
The Bank of New York as Paying Agent	21 West Street New York, New York 10015  Attn: Corporate Trust Trustee Administration  Telecopy: (212) 509 0480
First National Bank of Chicago as Trustee	One First National Plaza Suite 0126 Chicago, Illinois 60670  Attn: Corporate Trust Administration  Telex:

SECTION 10.03. No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 10.04. Continuing Obligation. The obligations of the City under this Agreement shall continue until the later of (i) the Termination Date or (ii) the date upon which all amounts to be paid by the City hereunder shall have been paid in full, and shall (a) be binding upon the City and (b) inure to the benefit of and be enforceable by the Bank and its successors, transferees and assigns; provided, however, that the City may not assign all or any part of this Agreement without the prior written consent of the Bank. The Bank may grant participations to other banking institutions in portions of its obligations under the Letter of Credit and in the Advances evidenced by the Letter of Credit Note, provided that any instrument or agreement under which such participation is granted shall provide that such participating bank or banks agree to be bound by the last two sentences of Section 4.01(b).

SECTION 10.05. Transfer of Letter of Credit. The Letter of Credit may be transferred in accordance with the provisions set forth therein.

SECTION 10.06. Liability of the Bank. As against the Bank, the City assumes all risks of the acts or omissions of the Paying Agent and any transferee of the Letter of Credit with respect to its use of the Letter of Credit. Neither the Bank nor any of its officers or directors shall be liable or responsible for: (a) the use which may be made of the Letter of Credit or for any acts or omissions of the Paying Agent and any beneficiary or transferee in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any indorsement thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by the Bank to the Paying Agent or any transferee of the Letter of Credit against presentation of documents which do not comply with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or (d) any other circumstances whatsoever in making payment under the Letter of Credit, except only that the City shall have a claim against the Bank, and the Bank shall be liable to the City, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the City which the City proves were caused by (i) the Bank's willful misconduct or gross negligence in determining whether documents presented under the Letter of Credit comply with the terms thereof or (ii) the Bank's failure to pay under the Letter of Credit after the presentation to it by the Paying Agent (or a transferee to whom the Letter of Credit has been transferred in accordance with its terms) of a draft and certificate strictly complying with the terms and conditions of the Letter of Credit. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary unless the Paying Agent (or a transferee of the Letter of Credit) and the City shall notify the Bank prior to acceptance that such documents do not comply with the Letter of Credit.

The City hereby indemnifies and holds the Bank harmless from and against any and all claims, damages, losses, liabilities, costs or expenses (including fees and expenses of counsel for the Bank, approved by the City, provided that the approval of such counsel by the City shall not be withheld unreasonably) which the Bank may incur or which may be claimed against the Bank by any Person: by reason of any inaccuracy in any material respect, or any

untrue statement or alleged untrue statement of any material fact, contained in the Preliminary Official Statement (except for Appendix B thereto) or the Official Statement (except for Appendix B thereto) or any amendment or supplement thereto, or by reason of the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances under which they were made, not misleading.

SECTION 10.07. Costs, Expenses and Taxes. The City agrees to pay on demand all reasonable costs and expenses in connection with the preparation, execution, delivery and administration of this Agreement, the Letter of Credit and the Letter of Credit Note and any other documents which may be delivered in connection herewith or therewith, including, without limitation, the reasonable fees and out-of-pocket expenses of Davis Polk & Wardwell, as special United States counsel for the Bank and with respect to advising the Bank as to its rights and responsibilities under this Agreement or any waiver or amendment of, or the enforcement of, this Agreement or the Letter of Credit Note and such other documents which may be delivered in connection with this Agreement. In addition, the City shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery of this Agreement and the Letter of Credit Note and such other documents and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees, provided, that the Bank agrees promptly to notify the City of any such taxes and fees.

SECTION 10.08. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

SECTION 10.09. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION 10.10. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITY OF CHICAGO

By \_\_\_\_\_  
Title: Comptroller

THE MITSUBISHI BANK, LIMITED  
NEW YORK BRANCH

By \_\_\_\_\_  
Title:

RIDER TO SECTION 10.06

No indemnity shall be payable by the City pursuant to the preceding sentence if the Bank makes a settlement of any such claim without the consent of the City, which consent shall not be withheld unreasonably. The Bank shall promptly notify the City of any such claim. The City reserves any rights it may have to intervene in any such action based on such claim and the Bank agrees not to oppose such intervention, if any, by the City.

## EXHIBIT A

## [FORM OF UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT]

Unconditional Irrevocable Letter  
of Credit No. \_\_\_\_\_

[Date of Issuance]

The Bank of New York, as Paying Agent  
under the Ordinance adopted  
by the City Council of the  
City of Chicago on  
\_\_\_\_\_, 1984

21 West Street

New York, New York 10015

Att: Corporate Trust Trustee Administration

Dear Sirs:

At the request and on the instructions of the City of Chicago (the "City"), we hereby establish in your favor, as Paying Agent under the above Ordinance (the "Ordinance"), pursuant to which up to \$259,200,000 in aggregate principal amount of full faith and credit General Obligation Daily Tender Notes, Series 1984 A, B and C (by series, the "Series A Notes", the "Series B Notes" and the "Series C Notes" respectively, and, collectively, the "Notes") of the City of Chicago are being issued, our Unconditional Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit"), in the amount of \$264,200,000 (the "Letter of Credit Amount", as more fully described below), effective immediately and terminating on the earliest of (i) November 30, 1988, (ii) the date on which all of the Notes shall have been redeemed or purchased for cancellation pursuant to Section 3 of the Ordinance and (iii) the date on which you shall have accepted an alternate letter of credit in substitution hereof in accordance with the Ordinance. The earliest of such dates is referred to herein as the "Termination Date."

The Letter of Credit Amount is comprised of (i) \$100,000,000 available to be paid in respect of principal of Series A Notes and \$1,900,000 available to be paid in respect of interest on Series A Notes (together, the "Series A Letter of Credit Amount"), (ii) \$112,000,000 available to be paid in respect of principal of Series B Notes and \$2,100,000 available to be paid in respect of interest on Series B Notes (together, the "Series B Letter of Credit Amount") and (iii) \$47,200,000 available to be paid in respect of principal of Series C Notes and \$1,000,000 available to be paid in respect of interest on the Series C Notes (together, the "Series C Letter of Credit Amount"). Amounts available to be paid in respect of Notes of any one Series shall not be available to be paid in respect of Notes of any other Series. Amounts available to be paid in

respect of principal of Notes shall not be available to be paid in respect of interest on Notes and amounts available to be paid in respect of interest on Notes shall not be available to be paid in respect of principal on Notes.

We hereby irrevocably authorize you to draw on us, in an aggregate amount not to exceed the amount of this Letter of Credit set forth above and in accordance with the terms and conditions and subject to the reductions in amount as herein set forth, (1) in a single drawing (subject to the first sentence in the next following paragraph) by your draft, drawn on us, payable at sight on a Business Day, accompanied by a completed certificate in substantially the form of Annex B attached hereto, which draft and certificate shall be in writing and signed by you (such draft accompanied by such certificate being your "Interest Draft"), an amount not exceeding \$5,000,000; (2) in one or more drawings by one or more of your drafts, drawn on us, payable at sight on a Business Day, accompanied by a completed certificate in substantially the form of Annex C attached hereto, which draft and certificate shall be in writing and signed by you and may be telecopied by you to us (any such draft accompanied by such certificate being your "Tender Draft"), an aggregate amount not exceeding \$264,200,000; (3) in one or more drawings by one or more of your drafts, drawn on us, payable at sight on a Business Day, accompanied by a completed certificate in substantially the form of Annex D attached hereto, which draft and certificate shall be in writing and signed by you (any such draft accompanied by such certificate being your "Partial Redemption Draft"), an aggregate amount not exceeding \$36,150,000; and (4) in one or more drawings by your drafts, drawn on us, payable at sight on a Business Day, accompanied by a completed certificate in substantially the form of Annex E attached hereto, which draft and certificate shall be in writing and signed by you (any such draft accompanied by such certificate being your "Maturity Draft"), an amount not exceeding \$264,200,000. As used herein "Business Day" shall have the meaning set forth in the Reimbursement Agreement referred to below.

*minus any amount not exceeding \$5,000,000 drawn by an Interest Draft and remain in Unreimburs*

If you shall draw on us by your Interest Draft under clause (1) above and shall not have received within 15 calendar days from the date of such drawing a notice from us to the effect that the Advance, as defined in the Reimbursement Agreement dated as of March 1, 1984 (the "Reimbursement Agreement") between the City and us, arising from such drawing has not been prepaid in full, your right to draw on us in a single drawing by your Interest Draft under clause (1) above shall be automatically and irrevocably reinstated and, effective the 16th calendar day from the date of such



drawing, you shall again be irrevocably authorized to draw on us by your Interest Draft in accordance with clause (1) above and the other terms and conditions referred to or set forth in the first sentence of the foregoing paragraph; and this automatic reinstatement of your right to draw on us by your Interest Draft shall be applicable to successive drawings by your Interest Drafts under clause (1) at any time prior to the Termination Date.

The Letter of Credit Amount (and, as stated in the notice referred to below, the Series A Letter of Credit Amount, Series B Letter of Credit Amount and Series C Letter of Credit Amount) shall be decreased upon our receipt of notice from you, which notice shall be provided upon instructions from the City or upon our request, in the form of Annex A hereto, of a redemption or purchase and cancellation of less than all the Notes outstanding or of the payment in full of any Notes at maturity, by an amount equal to the amount stated in said notice and the amounts available to be drawn by you by any subsequent Interest Draft, Tender Draft, Partial Redemption Draft or Maturity Draft shall be automatically decreased by the amounts stated in such notice.

Upon presentation by you of any Tender Draft, the Series A Letter of Credit Amount, Series B Letter of Credit Amount and Series C Letter of Credit Amount, as the case may be, available to be drawn by you by any subsequent Interest Draft, Tender Draft, Partial Redemption Draft or Maturity Draft shall be automatically decreased by an amount equal to the amount of such Tender Draft applicable to Series A, Series B and Series C Notes, as the case may be. Thereafter, the amount from time to time available to be drawn by you by Interest Drafts, Tender Drafts, Partial Redemption Drafts and Maturity Drafts in respect of each Series of Notes shall be increased to the extent, but only to the extent, (i) that you are advised that we have been reimbursed for the amount drawn hereunder by such Tender Draft, in respect of such Series of Notes in accordance with the Reimbursement Agreement and (ii) of the principal amount of Notes of such Series that you and we are advised have been placed in the Custody Account (as defined in the Reimbursement Agreement) following payment of such Tender Draft.

Funds under this Letter of Credit are available to you against (1) your Interest Draft referring thereon to the number of this Letter of Credit, (2) your Tender Draft referring thereon to the number of this Letter of Credit, (3) your Partial Redemption Draft referring thereon to the number of this Letter of Credit, and (4) your Maturity Draft referring thereon to the number of this Letter of Credit.

Each such draft and certificate (constituting an Interest Draft, a Tender Draft, a Partial Redemption Draft or a Maturity Draft, as the case may be) shall be dated the date of its presentation, and shall be presented (or, in the case of a Tender Draft, telecopied) to our office located at One World Trade Center, Suite 8527, New York, New York 10048, Telecopy: (212) , Attention: International Finance Department (or at any other office or telecopy number in the City and State of New York which may theretofore have been designated by us by written notice delivered to you). If we receive any of your drafts and certificates at such office, all in strict conformity with the terms and conditions of this Letter of Credit, on or prior to the Termination Date, we will honor the same after presentation thereof in accordance with the provisions hereof and your payment instructions. If we receive any of your drafts and certificates at such office on or before 11:00 A.M. (11:45 A.M., in the case of a Tender Draft) (New York City time) on a Business Day we will honor the same after presentation thereof on the same day provided that such drafts and certificates conform with the terms and conditions of this Letter of Credit. If we receive any of your drafts and certificates at such office between 11:00 A.M. (11:45 A.M., in the case of Tender Draft) and 2:00 P.M. (New York City time) on a Business Day, we will honor the same after presentation thereof by 12:00 Noon (New York City time) on the next succeeding Business Day provided that such drafts and certificates conform with the terms and conditions of this Letter of Credit. If we receive any of your drafts and certificates at such office after 2:00 P.M. (New York City time) on a Business Day, we will honor the same after presentation thereof on the next succeeding Business Day provided that such drafts and certificates conform with the terms and conditions of this Letter of Credit. If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank of New York funds to your account in a bank on the Federal Reserve wire system or by deposit of same day funds into a designated account that you maintain with us.

If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you thereof, within 1-1/2 hours (1 hour, in the case of a Tender Draft) (including only hours or portions thereof occurring between 9:00 A.M. and 5:00 P.M. (New York City time) on a Business Day) after such delivery, such notice to be promptly confirmed by written notice in the form of Annex F hereto. Upon being notified that the purported negotiation was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment if, and to the extent that, you are entitled

(without regard to the provisions of this sentence) and able to do so.

This Letter of Credit sets forth in full the terms of our undertaking and shall not in any way be amended, amplified or limited by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, except for the certificates referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates.

Our obligations hereunder are primary obligations and shall not be affected by the performance or non-performance by the City of any obligations under the Notes or under any agreement between the City and you or between the City and us.

This Letter of Credit is transferable in its entirety (but not in part) to any transferee who has succeeded you as Paying Agent under the Ordinance and may be successively transferred and, upon the occurrence of an Event of Default, to the Trustee (as such terms are defined in the Ordinance). Transfer of this Letter of Credit to such transferee shall be effected by the presentation to such successor paying agent or Trustee of this Letter of Credit and delivery to us of a certificate substantially in the form of Annex G attached hereto.

Only you or a transferee who has succeeded you pursuant to the provisions of the previous paragraph may make a drawing under this Letter of Credit. Upon the termination of this Letter of Credit we shall be fully discharged of our obligation hereunder. This Letter of Credit shall be promptly surrendered to us by you upon such termination.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits (1974 revision) International Chamber of Commerce Publication 290, and, as to matters not covered therein, be governed by the laws of the State of New York, including without limitation the Uniform Commercial Code as in effect in such State.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address set forth above (Attention: International Finance Department), specifically referring to the number of this Letter of Credit.

THE MITSUBISHI BANK, LIMITED  
NEW YORK BRANCH

By \_\_\_\_\_  
Title:

Annex ACERTIFICATE FOR THE REDUCTION  
OF AMOUNTS AVAILABLE UNDER  
IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_  
DATED \_\_\_\_\_

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to The Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent hereby notifies you that on or prior to the date hereof the principal amount of Notes have been (i) redeemed and paid pursuant to the Ordinance, (ii) paid at maturity or (iii) purchased by the City for cancellation pursuant to the Ordinance, is as follows:

Series A Notes - \$ \_\_\_\_\_ redeemed and paid.

\$ \_\_\_\_\_ matured and paid.

\$ \_\_\_\_\_ purchased for cancellation.

Series B Notes - \$ \_\_\_\_\_ redeemed and paid.

\$ \_\_\_\_\_ matured and paid.

\$ \_\_\_\_\_ purchased for cancellation.

Series C Notes - \$ \_\_\_\_\_ redeemed and paid.

\$ \_\_\_\_\_ matured and paid.

\$ \_\_\_\_\_ purchased for cancellation.

(3) Following the redemption, maturity and payment or purchase referred to in paragraph (2) above, the aggregate principal amount of all of the Notes Outstanding (as defined in the Ordinance) is as follows:

Series A Notes - \$ \_\_\_\_\_

Series B Notes - \$ \_\_\_\_\_

Series C Notes - \$ \_\_\_\_\_

(4) The maximum amount of interest, computed in accordance with the terms and conditions of the Notes and the Ordinance, which could accrue on the Notes referred to in paragraph (3) above in a period of 65 days is as follows:

Series A Notes - \$ \_\_\_\_\_

Series B Notes - \$ \_\_\_\_\_

Series C Notes - \$ \_\_\_\_\_

(5) The amount available to be drawn by the Paying Agent under the Letter of Credit by any Interest Draft relating to each series of Notes is reduced as set forth below (such amounts being equal to the amounts specified in paragraph (4) above) upon receipt by the Bank of this Certificate:

Series A Notes - \$ \_\_\_\_\_

Series B Notes - \$ \_\_\_\_\_

Series C Notes - \$ \_\_\_\_\_

(6) The amount available to be drawn by the Paying Agent under the Letter of Credit by any Tender Draft, any Partial Redemption Draft or any Maturity Draft relating to each series of Notes is reduced as set forth below (such amounts being equal to the sum of the amounts specified in paragraphs (3) and (4) above with respect to each series of Notes) upon receipt by the Bank of this Certificate:

Series A Notes - \$ \_\_\_\_\_

Series B Notes - \$ \_\_\_\_\_

Series C Notes - \$ \_\_\_\_\_

IN WITNESS WHEREOF, the Paying Agent has executed  
and delivered this Certificate this \_\_\_\_ day of \_\_\_\_\_,  
19\_\_.

\_\_\_\_\_  
as Paying Agent

By \_\_\_\_\_  
[Name and Title]

Annex B

CERTIFICATE FOR DRAWING IN CONNECTION WITH THE  
PAYMENT OF UP TO SIXTY-FIVE DAYS' INTEREST  
ON THE CITY OF CHICAGO GENERAL OBLIGATION  
DAILY TENDER NOTES, SERIES 1984 (THE "NOTES")

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to The Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent is making a drawing under the Letter of Credit with respect to a payment of interest on the Notes, which payment is due on \_\_\_\_\_.

(3) [The Interest Draft accompanying this Certificate is the first Interest Draft presented by the Paying Agent under the Letter of Credit.]\* [The Interest Draft last presented by the Paying Agent under the Letter of Credit was honored and paid by you on \_\_\_\_\_, 19\_\_, and the Paying Agent did not within 15 calendar days after the date of such drawing receive a notice from you that an Advance (as defined in the Reimbursement Agreement) arising from such payment had not been prepaid in full.]\*\*

\_\_\_\_\_  
\* To be used in the Certificate relating to the first Interest Draft only.

\*\* To be used in each Certificate relating to each Interest Draft other than the first Interest Draft.



(4) The amount of the Interest Draft accompanying this Certificate is equal to \$\_\_\_\_\_, comprising \$\_\_\_\_\_ in respect of interest payable on Series A Notes, \$\_\_\_\_\_ in respect of interest payable on Series B Notes and \$\_\_\_\_\_ in respect of interest payable on Series C Notes. It was computed in compliance with the terms and conditions of the Notes and the Ordinance and does not include any amount of interest on the Notes which is included in any Tender Draft, Partial Redemption Draft or Maturity Draft presented on or prior to the date of this Certificate.

IN WITNESS WHEREOF, the Paying Agent has executed and delivered this Certificate as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
as Paying Agent

By \_\_\_\_\_  
[Name and Title]

Annex C

CERTIFICATE FOR DRAWING IN CONNECTION WITH THE  
PAYMENT OF PRINCIPAL OF AND UP TO SIXTY-FIVE DAYS'  
INTEREST ON THE CITY OF CHICAGO GENERAL OBLIGATION  
DAILY TENDER NOTES, SERIES 1984 (THE "NOTES")  
IN SUPPORT OF A TENDER

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to The Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent is making the drawing under the Letter of Credit with respect to a payment, upon a tender of all or less than all of the Notes which are Outstanding (as defined in the Ordinance), of (i) the unpaid principal amount of the Notes to be purchased as a result of a tender pursuant to the terms of sub-clause (g) Section 3 of the Ordinance and (ii) the amount of interest (not exceeding 65 days' interest) accrued and unpaid thereon to the date of purchase thereof, which payment is due on the date on which this Certificate and the Tender Draft it accompanies are being presented to the Bank.

(3) The amount of the Tender Draft accompanying this Certificate is equal to the sum of (i) \$\_\_\_\_\_ being drawn in respect of the payment of unpaid principal of Notes, comprising \$\_\_\_\_\_ in respect of payment of principal of Series A Notes, \$\_\_\_\_\_ in respect of payment of principal of Series B Notes and \$\_\_\_\_\_ in respect of payment of principal of Series C Notes, to be purchased as a result of a tender and (ii) \$\_\_\_\_\_ being drawn in respect of the payment

of accrued and unpaid interest on such Notes, comprising \$\_\_\_\_\_ in respect of such interest on Series A Notes, \$\_\_\_\_\_ in respect of such interest on Series B Notes and \$\_\_\_\_\_ in respect of such interest on Series C Notes, and does not include any amount of interest which is included in any Interest Draft, Partial Redemption Draft or Maturity Draft presented on or prior to the date of this Certificate.

(4) The amount of the Tender Draft accompanying this Certificate was computed in compliance with the terms and conditions of the Notes and the Ordinance and does not exceed the amount available to be drawn by the Paying Agent under the Letter of Credit.

(5) The Paying Agent acknowledges that, pursuant to the terms of the Letter of Credit, upon presentation of the Tender Draft accompanying this Certificate, the amounts available to be drawn by the Paying Agent under the Letter of Credit with respect to each Series of Notes by any subsequent Interest Drafts, Partial Redemption Drafts, Tender Drafts and Maturity Drafts are automatically decreased by an amount equal to the amount of such Tender Draft applicable to such Series of Notes, subject to reinstatement as provided in the Letter of Credit.

IN WITNESS WHEREOF, the Paying Agent has executed and delivered this Certificate as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
as Paying Agent

By \_\_\_\_\_  
[Name and Title]

Annex D

CERTIFICATE FOR DRAWING IN CONNECTION WITH THE  
PAYMENT OF PRINCIPAL OF AND UP TO SIXTY-FIVE DAYS'  
INTEREST ON THE CITY OF CHICAGO GENERAL OBLIGATION  
DAILY TENDER NOTES, SERIES 1984C UPON PARTIAL REDEMPTION

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to The Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent is making a drawing under the Letter of Credit with respect to the payment, upon redemption of less than all of the Series C Notes which are Outstanding (as defined in the Ordinance), of the unpaid principal amount of, and up to 65 days' accrued and unpaid interest on, Series C Notes to be redeemed pursuant to the terms of the Ordinance.

(3) The amount of the Partial Redemption Draft accompanying this Certificate is equal to the sum of (i) \$\_\_\_\_\_ being drawn in respect of the payment of unpaid principal of Series C Notes to be redeemed and (ii) \$\_\_\_\_\_ being drawn in respect of the payment of accrued and unpaid interest on such Notes and does not include any amount of interest which is included in any Interest Draft, Tender Draft, Partial Redemption Draft or Maturity Draft presented on or prior to the date of this Certificate.

(4) The amount of the Partial Redemption Draft accompanying this Certificate was computed in accordance with the terms and conditions of the Series C Notes and the Ordinance and does not exceed the amount available to be drawn under the Letter of Credit.

(5) The date on which the unpaid principal amount of, and accrued and unpaid interest on, Series C Notes to be redeemed are due and payable under the Ordinance is October 31, 198\_.

IN WITNESS WHEREOF, the Paying Agent has executed and delivered this Certificate as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
as Paying Agent

By \_\_\_\_\_  
[Name and Title]

Annex E

CERTIFICATE FOR DRAWING IN CONNECTION WITH THE  
PAYMENT OF PRINCIPAL OF AND UP TO SIXTY-FIVE  
DAYS' INTEREST ON THE CITY OF CHICAGO GENERAL  
OBLIGATION DAILY TENDER NOTES, SERIES 1984  
(THE "NOTES"), UPON STATED MATURITY OR OPTIONAL  
OR MANDATORY REDEMPTION OF ANY SERIES AS A WHOLE

Irrevocable Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to The Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent is making a drawing under the Letter of Credit with respect to the payment, either at stated maturity or as a result of a redemption pursuant to Section 3 of the Ordinance, of the unpaid principal amount of, and up to sixty-five days' accrued and unpaid interest on, all of the [Series \_\_\_\_]\* Notes which are Outstanding (as defined in the Ordinance) which payment is due on the date on which this Certificate and the Maturity Draft it accompanies are being presented to the Bank.

(3) The amount of the Maturity Draft accompanying this Certificate is equal to the sum of (i) \$ \_\_\_\_\_ being drawn in respect of the payment

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\* To be included if the certificate pertains to Notes of a particular Series.

of unpaid principal of [Series \_]\* Notes and (ii) \$\_\_\_\_\_ being drawn in respect of the payment of accrued and unpaid interest on such Notes and does not include any amount of interest on the Notes which is included in any Interest Draft, Tender Draft or Partial Redemption Draft presented on or prior to the date of this Certificate.

(4) The amount of the Maturity Draft accompanying this Certificate was computed in compliance with the terms and conditions of the Notes and the Ordinance and does not exceed the amount available to be drawn by the Paying Agent under the Letter of Credit.

IN WITNESS WHEREOF, the Paying Agent has executed and delivered this Certificate as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
as Paying Agent

By \_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
\* To be included if the certificate pertains to Notes of a particular Series.

Annex G

## INSTRUCTION TO TRANSFER

\_\_\_\_\_, 198\_

The Mitsubishi Bank, Limited  
New York Branch  
One World Trade Center, Suite 8527  
New York, New York 10048  
Attention: International Finance  
Department

Re: Unconditional Irrevocable Letter of Credit No. \_\_\_\_\_  
("Letter of Credit")

Gentlemen:

For value received, the undersigned beneficiary  
hereby irrevocably advises you that it transferred to:

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

all rights of the undersigned beneficiary to draw under the  
above-captioned Letter of Credit (the "Letter of Credit").  
[The transferee has succeeded the undersigned as Paying Agent  
under the Ordinance (as defined in the Letter of Credit)][The  
transferee is the Trustee under the Ordinance and an Event of  
Default has occurred under the Ordinance].

By this transfer, all rights of the undersigned  
beneficiary in the Letter of Credit are transferred to the  
transferee and the transferee shall hereafter have the sole  
rights as beneficiary thereof; provided, however, that no  
rights shall be deemed to have been transferred to the trans-  
feree until such transfer complies with the requirements of  
the Letter of Credit pertaining to transfers.



Annex F

## NOTICE OF DISHONOR

[Name and Address  
of Paying Agent]

Re: Unconditional Irrevocable  
Letter of Credit No.

Dear Sirs:

You are hereby notified that we will not honor your demand for payment under the above-referenced Letter of Credit as evidenced by [your demand for payment dated \_\_\_\_\_], which demand was not made in accordance with the terms and conditions of such Letter of Credit because: [list reasons].

We [herewith return/are holding at your disposal]  
[such demand for payment].

THE MITSUBISHI BANK, LIMITED  
NEW YORK BRANCH

By \_\_\_\_\_  
Title: \_\_\_\_\_

Accordingly, you are hereby advised that all rights of the undersigned beneficiary to draw under the Letter of Credit are hereby irrevocably assigned to:

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

and that all payments to [name of successor paying agent/trustee] under the Letter of Credit should be made to [account # and name (which must be an account in New York in the case of a successor paying agent)].

Very truly yours,

[Name of Paying Agent],  
as predecessor Paying Agent

By \_\_\_\_\_  
[Title]

## EXHIBIT B

UNITED STATES OF AMERICA  
CITY OF CHICAGO

LC No. \_\_\_\_\_ CITY OF CHICAGO  
FULL FAITH AND CREDIT GENERAL OBLIGATION LETTER OF CREDIT NOTE

Chicago, Illinois  
, 19

The City of Chicago (the "Borrower") hereby promises to pay to the order of The Mitsubishi Bank, Limited, New York Branch (the "Bank") at the account specified below, the sum of the aggregate unpaid principal amount of all advances made by the Bank to the Borrower pursuant to the Reimbursement Agreement referred to below on the dates set forth in the Reimbursement Agreement. Each advance shall bear interest on the unpaid principal amount thereof at the rate or rates provided for in the Reimbursement Agreement. All such payments of principal and interest shall be made in lawful currency of the United States and in immediately available funds at the account of The Mitsubishi Bank, Limited, New York Branch at

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This note is the Letter of Credit Note referred to in the Reimbursement Agreement dated as of March 1, 1984 between the Borrower and the Bank, as the same may be amended from time to time (the "Reimbursement Agreement"). Terms defined in the Reimbursement Agreement are used herein with the same meanings. Reference is made to the Reimbursement Agreement for provisions for the prepayment hereof.

This Letter of Credit Note is issued pursuant to and in accordance with the Constitution and statutes of the State of Illinois, and pursuant to and in accordance with an ordinance duly adopted (the "Ordinance") by the City Council of the Borrower, to evidence advances, if any, made for the purpose of providing funds to pay the principal of and interest on Notes of the Borrower, as defined in the Reimbursement Agreement.

All advances made by the Bank to the Borrower and all repayments of the principal thereof shall be recorded at the time of the making of such advance or repayment by the Bank on the Schedule attached hereto, or on a continuation of such Schedule.

Reference is hereby made to the Ordinance and the Reimbursement Agreement for the provisions, among other things, with respect to the nature and extent of the security for this Letter of Credit Note, the manner and enforcement of such security, the custody and application of the proceeds of this Letter of Credit Note, the rights, duties and obligations of the Borrower and the Bank.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and to be performed, precedent to and in the issuance of this Letter of Credit Note, do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Illinois, and that the total indebtedness of the Borrower, including indebtedness evidenced by this Letter of Credit Note, does not exceed any Constitutional or statutory limitation.

This Letter of Credit Note shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Borrower, by authority of its City Council, has caused this note to be signed for and on its behalf and in its name by the \_\_\_\_\_, and the official seal of the \_\_\_\_\_ to be affixed hereto, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

City of Chicago

By \_\_\_\_\_  
Title:

[Seal]



## EXHIBIT C-1

Form of Opinion of the  
Corporation Counsel for the  
City of Chicago

[Date of Issuance]

To: The Mitsubishi Bank, Limited  
New York Branch  
One World Trade Center, Suite 8527  
New York, New York 10048

Gentlemen:

In my capacity as Corporation Counsel of the City of Chicago, I submit to the addressees this opinion pursuant to the Reimbursement Agreement dated as of March 1, 1984 (the "Agreement") between the City of Chicago (the "City") and The Mitsubishi Bank, Limited, New York Branch (the "Bank"). Terms used herein which are defined in the Agreement shall have the meanings set forth therein unless otherwise defined herein.

I have caused a certified transcript of proceedings pertaining to the Notes and the Letter of Credit Note to be examined, including executed copies of the Purchase Contract and Official Statement, dated \_\_\_\_\_, 1984, as well as a certified copy of the ordinance (the "Ordinance") adopted \_\_\_\_\_, 1984 authorizing the issuance of the Notes and the Letter of Credit Note and on the basis of such examination and a review of such other information, records and documents as was deemed necessary or advisable, and on the basis of the constitutional authority referred to in Paragraph 13 of this opinion authorizing the City Council to borrow money and issue notes which may be sold at public or private sale as shall be determined by the City Council, I am of the opinion that:

1. The City has full legal right, power and authority (i) to enter into the Agreement, and (ii) to execute and deliver the Letter of Credit Note as provided therein and in the Ordinance; and the City has duly authorized and approved the execution and delivery of the Agreement and the Letter of Credit Note and the performance by the City of its obligations thereunder.

2. No further authorization or approval is required for the execution and delivery of the Agreement or

the Letter of Credit Note by the City or for the performance by the City of its obligations thereunder and the Agreement and the Letter of Credit Note constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms.

3. The City, acting through the Mayor and the Comptroller, has duly authorized and approved the Preliminary Official Statement and has duly authorized, approved and executed the Official Statement.

4. The Ordinance has been duly adopted for the City by the City Council, is in full force and effect and is a contract with the Bank and a legal, valid and binding obligation of the City, enforceable by the Bank in accordance with its terms.

5. The Letter of Credit Note has been duly issued and delivered by the City to the Bank pursuant to the Agreement and, to the extent of any advances evidenced thereby, will constitute a general obligation of the City to which the full faith and credit of the City is pledged and for the payment of principal of and interest on which taxes will be levied and proceeds of taxes levied will be applied as provided in the Ordinance.

6. No consent or approval of, or registration or declaration with, any Federal, State or other governmental commission, board, regulatory body or instrumentality, other than the approval of the City Council (which approval has been obtained), and other than under state blue sky or securities laws, is or was required in connection with any of the actions of the City described in paragraphs one through five above, nor is any election or referendum of voters required in connection therewith.

7. All legislation (except for the tax levy ordinance provided for in Section 22 of the Ordinance) necessary to fulfill the terms and conditions of, and to carry out the transactions contemplated by the Ordinance, the Agreement, the Letter of Credit Note and the Purchase Contract are in full force and effect.

8. The execution and delivery of the Agreement and the Letter of Credit Note by the City, and the carrying out of the transactions contemplated by the Ordinance, the Agreement, the Purchase Contract and the Letter of Credit Note do not conflict with or constitute on the part of the City a breach of, or a default under, any existing law (including,

without limitation, the Constitution of the State), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is bound.

9. Except as disclosed, prior to the execution of the Reimbursement Agreement, in the Preliminary Official Statement, the Official Statement or in writing to the Bank, no litigation is pending (or to the knowledge of the City threatened) against the City in any court (i) to restrain or enjoin the delivery by the City of the Notes or the Letter of Credit Note, or (ii) in any manner questioning the authority of the City to issue, or the issuance or validity of, the Letter of Credit Note, the Notes or any other Debt of the City or (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Notes or the Letter of Credit Note, or (iv) questioning any of the legislation referred to in Section 7.01(h) of the Reimbursement Agreement, or (v) questioning the validity or enforceability of the Ordinance or (vi) questioning in any manner the levy, collection or deposit or proposed levy, collection or deposit of any material portion of the revenues of the City pledged to the repayment of the Letter of Credit Note, or (vii) contesting in any way the completeness, accuracy or fairness of the Preliminary Official Statement or the Official Statement or (viii) which might in any material respect adversely affect the transactions contemplated herein and in the Official Statement. The entitlement of any members of the City Council and of any officers of the City executing the Reimbursement Agreement, the Letter of Credit Note or any document delivered thereunder to their respective positions is not being contested.

10. There is no amendment, or proposed amendment certified for placement on a statewide ballot, to the Constitution of the State, the effect of which is to materially adversely affect the Notes, the Letter of Credit Note or the Reimbursement Agreement, or any holder or beneficiary thereof in his capacity as such.

11. Any debt evidenced by the Letter of Credit Note will rank at least equally in right of payment by the City with all other full faith and credit general obligations of the City not secured by a pledge of specific revenues of the City.

12. The proceeds of taxes pledged pursuant to Section 23 of the Ordinance, the taxes levied pursuant to Section 24 of the Ordinance and the taxes to be levied pur-



suant to Section 22 of the Ordinance for payment of the Notes and the Letter of Credit Note are not pledged by the City to the payment of any other obligation, and upon payment to the Trustee for deposit in the Note Fund, will not be subject to any prior claim or prior lien.

13. The City is a "home rule unit" as that term is defined in Section 6 of Article VII of the 1970 Constitution of the State, the City having a population in excess of 25,000 and having not elected by referendum not to be such a home rule unit. Pursuant to the provisions of Section 6(a) of Article VII and subject to the limitations of that Article, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

14. Any suit, action or proceeding relating to the obligations of the City under the Reimbursement Agreement or Letter of Credit Note may be instituted against the City in state and federal courts sitting in Cook County, Illinois.

You may rely on my opinion of today's date delivered to the Underwriters as though it were addressed to you.

Very truly yours,

## EXHIBIT C-2

Form of Opinion  
of Bond Counsel  
for the City of Chicago

[Date of Issuance]

To: The Mitsubishi Bank, Limited  
New York Branch  
One World Trade Center, Suite 8527  
New York, New York 10048

Gentlemen:

This opinion is furnished pursuant to the Reimbursement Agreement dated as of March 1, 1984 (the "Agreement") between the City of Chicago (the "City") and The Mitsubishi Bank, Limited, New York Branch (the "Bank"). Terms used herein which are defined in the Agreement shall have the meanings set forth therein unless otherwise defined herein.

We have examined a certified transcript of proceedings pertaining to the Notes and the Letter of Credit Note, including executed copies of the Purchase Contract and Official Statement, dated \_\_\_\_\_, 1984, as well as a certified copy of the City Council ordinance (the "Ordinance") adopted \_\_\_\_\_, 1984 authorizing the issuance of the Notes and the Letter of Credit Note and on the basis of such examination and a review of such other information, records and documents as was deemed necessary or advisable, and on the basis of the statutory authority authorizing the City Council to borrow money and issue notes which may be sold at public or private sale as shall be determined by the City Council, we are of the opinion that:

1. The City has full legal right, power and authority (i) to enter into the Agreement, and (ii) to execute and deliver the Letter of Credit Note as provided therein and in the Ordinance; and the City has duly authorized and approved the execution and delivery of the Agreement and the Letter of Credit Note and the performance by the City of its obligations thereunder.

2. No further authorization or approval is required for the execution and delivery of the Agreement or the Letter of Credit Note by the City or for the performance by the City of its obligations thereunder and the Agreement and the Letter of Credit Note constitute legal, valid and

binding obligations of the City, enforceable in accordance with their respective terms.

3. The City, acting through the Mayor and the Comptroller, has duly authorized and approved the Preliminary Official Statement and has duly authorized, approved and executed the Official Statement.

4. The Ordinance has been duly adopted for the City by the City Council, is in full force and effect and is a contract with the Bank and a legal, valid and binding obligation of the City, enforceable by the Bank in accordance with its terms.

5. The Letter of Credit Note has been duly issued and delivered by the City to the Bank pursuant to the Agreement and, to the extent of any advances evidenced thereby, will constitute a general obligation of the City to which the full faith and credit of the City is pledged and for the payment of principal of and interest on which taxes will be levied and proceeds of taxes levied will be applied as provided in the Ordinance.

6. Under existing statutes, regulations and court decisions payments of interest on the Letter of Credit Note are exempt from federal income taxation.

7. No consent or approval of, or registration or declaration with, any Federal, City or other governmental commission, board, regulatory body or instrumentality, other than the approval of the City Council (which approval has been obtained), and other than under state blue sky or securities laws, is or was required in connection with any of the actions of the City described in paragraphs one through five above, nor is any election or referendum of voters required in connection therewith.

8. All legislation (except for the tax levy ordinance provided for in Section 22 of the Ordinance) necessary to fulfill in all material respects the terms and conditions of, and to carry out the transactions contemplated by the Ordinance, the Agreement, the Letter of Credit Note and the Purchase Contract is in full force and effect.

9. The execution and delivery of the Agreement and the Letter of Credit Note by the City, and the carrying out of the transactions contemplated by the Ordinance, the Agreement, the Purchase Contract and the Letter of Credit Note do not conflict with or constitute on the part of the City a

breach of, or a default under, any existing law (including, without limitation, the Constitution of the State), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is bound.

10. There is no amendment, or proposed amendment certified for placement on a statewide ballot, to the Constitution of the State, the effect of which is to materially adversely affect the Notes, the Letter of Credit Note or the Reimbursement Agreement, or any holder or beneficiary thereof in his capacity as such.

11. Any debt evidenced by the Letter of Credit Note will rank at least equally in right of payment by the City with all other full faith and credit general obligations of the City not secured by a pledge of specific revenues of the City.

12. The proceeds of taxes pledged pursuant to Section 23 of the Ordinance, the taxes levied pursuant to Section 24 of the Ordinance and the taxes to be levied pursuant to Section 22 of the Ordinance for payment of the Notes and the Letter of Credit Note are not pledged by the City to the payment of any other obligation, and upon payment to the Trustee for deposit in the Note Fund, will not be subject to any prior claim or prior lien.

13. The City is a "home rule unit" as that term is defined in Section 6 of Article VII of the 1970 Constitution of the State, the City having a population in excess of 25,000 and having not elected by referendum not to be such a home rule unit. Pursuant to the provisions of Section 6(a) of Article VII and subject to the limitations of that Article, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

14. Any suit, action or proceeding relating to the obligations of the City under the Reimbursement Agreement or Letter of Credit Note may be instituted against the City in state and federal courts sitting in Cook County, Illinois.

You may rely on our opinion of today's date delivered to the Underwriters as though it were addressed to you.

Very truly yours,

## EXHIBIT D-1

[Date of Issuance]

[Addressed to the Bank, the  
City, the Paying Agent,  
the Trustee and the  
Underwriters]

Dear Sirs:

We have acted as special counsel to The Mitsubishi Bank, Limited (the "Bank") in connection with the Reimbursement Agreement dated as of March 1, 1984 (the "Agreement"), between the City of Chicago ("Chicago") and the Bank, acting through its New York Branch, pursuant to which the Bank has issued a letter of credit (the "Letter of Credit") substantially in the form of Exhibit A thereto in support of payment of the principal of and interest on full faith and credit general obligation daily tender notes issued by Chicago in aggregate principal amount equal to \$262,000,000.

We have examined such instruments, corporate records, certificates of public officials and other matters as we have deemed necessary or advisable for the purposes of the opinions expressed below. We are members of the bar of the State of New York and our opinions are limited to the laws of the State of New York and the Federal laws of the United States. Insofar as the opinions relate to matters of Japanese law, we have assumed the correctness of the opinion to you dated the date hereof of Braun Moriya Hoashi and Kubota, Japanese counsel for the Bank, and our opinion insofar as it covers matters of Japanese law is subject to the limitations therein.

Based upon and subject to the foregoing, it is our opinion that under the laws of the State of New York and the Federal laws of the United States:

1. The New York Branch of the Bank is duly licensed by the Superintendent of Banks of the State of New York and qualified to do business as a New York branch and has the power to execute and deliver the Letter of Credit and the Agreement; and
2. The execution, delivery and performance by the New York Branch of the Bank of the Letter of Credit and the Agreement have been duly authorized by all necessary corporate action and require no

action by or in respect of, or filing with, any governmental body, agency or official (other than such action or filing as may be required under any state blue sky or securities laws, as to which no opinion is expressed) and the Letter of Credit constitutes the valid and legally binding obligation of the Bank, and the Agreement constitutes the valid and legally binding obligation of the Bank, in each case enforceable against the Bank in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general as such laws would apply in the event of the insolvency, reorganization or liquidation of, or other similar occurrence with respect to, the Bank or in the event of any moratorium or similar occurrence affecting the Bank.

Very truly yours,

## EXHIBIT D-2

[Date of Issuance]

[Addressed to the Bank,  
the City, the Paying  
Agent, the Trustee,  
the Underwriters and  
Davis Polk & Wardwell]

Dear Sirs:

We are members of the Tokyo Attorneys Association, and have acted as Japanese counsel for The Mitsubishi Bank, Limited (the "Bank") in connection with the Reimbursement Agreement dated as of March 1, 1984 (the "Agreement"), between the City of Chicago ("Chicago") and the Bank, acting through its New York Branch, and the issuance by the Bank of a letter of credit (the "Letter of Credit"), to support payment of principal of and interest on full faith and credit general obligation daily tender notes to be issued by Chicago (the "Notes").

We have examined a copy of the Agreement in execution form, the form of Letter of Credit set forth as Exhibit A to the Agreement and the certified copies of commercial recordation of the Bank and have made such factual investigations in respect of the Bank as we have deemed necessary for the purpose of giving this opinion.

Based on the foregoing and in connection with the obligations of the Bank under the Letter of Credit and the Agreement, we are of the opinion that insofar as the laws of Japan are concerned:

1. The Bank is a banking corporation duly organized and validly existing under the laws of Japan.
2. The Bank has the corporate power and authority to issue the Letter of Credit and to enter into the Agreement.
3. No authorizations, approvals, consents or notifications from any governmental authorities in Japan are required in connection with the issuance of the Letter of Credit or the execution and delivery of the Agreement.

4. A final and conclusive judgment obtained in the United States, which is not subject to appeal and is enforceable in the United States, with respect to payment obligations of the Bank under the Letter of Credit may be enforced upon request by the competent courts of Japan without a review of the merits, provided that applicable requirements of the Japanese Code of Civil Procedure are satisfied, in particular, that service of complaint filed with the courts of the United States of America was properly effected on the Bank and that reciprocity continues to exist with respect to the recognition of final judgments of the courts of Japan by the court of the applicable State or any Federal court in the United States of America and that such final and conclusive judgment in the United States is not contrary to the public order or good morals in Japan.

5. The execution, delivery and performance by the New York Branch of the Bank of the Letter of Credit and the Agreement have been duly authorized by all necessary corporate action, and the Letter of Credit and the Agreement will constitute legal, valid and binding obligations of the Bank.

6. The Bank may be sued in Japan by holders of the Notes or the Trustee therefor to obtain amounts due and payable but unpaid by the Bank with respect to the Letter of Credit to the extent of its liabilities set forth therein.

7. The choice of New York law as the law governing the Letter of Credit is valid and would be given effect by the competent courts of Japan.

Very truly yours,



(Continued from page 5217)

*Action Deferred*--ON PROPOSED RESOLUTION DESIGNATING APPOINTMENT  
OF ALDERMEN AS VICE-CHAIRMEN AND MEMBERS OF STANDING  
COMMITTEES OF CHICAGO CITY COUNCIL.

The Committee on Committees and Rules submitted the following report which was, on motion of Alderman D. Davis and Alderman Frost, *Deferred* and ordered published:

CHICAGO, February 22, 1984.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body *Pass* the proposed resolution, as amended in committee transmitted herewith (referred on February 8, 1984) designating the appointment of aldermen as vice-chairmen and members of the standing committees of the Chicago City Council as established on December 27, 1983.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) FRANK D. STEMBERK,  
*Chairman.*

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

BE IT RESOLVED, That the resolution passed by the City Council of the City of Chicago on May 2nd, 1983 as amended on December 22nd, 1983 and as further amended on December 27th, 1983 concerning the appointment of Aldermen as Chairmen, Vice-Chairmen and members of standing committees of the City Council of the City of Chicago be amended by adding the following titles, names and designations:

**Human Services**

Vice-Chairman: Pucinski

Burke  
Sheahan  
Kelley  
Henry  
W. Davis  
Santiago  
Laurino  
Damato  
Orbach  
Volini

**Community Services**

Vice-Chairman: Kellam

Evans  
Hutchinson  
Burke  
Stemberk  
Krystyniak  
W. Davis  
D. Davis  
Kotlarz  
O'Connor  
Banks

**Municipal Institutions**

Vice-Chairman: Henry

Madrzyk  
Sawyer  
Beavers  
Majerczyk  
Burke  
Nardulli  
Smith  
Laurino  
Pucinski  
McLaughlin

**Public Records and Information**

Vice-Chairman: Hansen

Evans  
Bloom  
Beavers  
Hutchinson  
Brady  
McLaughlin  
Kotlarz  
Banks  
Damato  
Schulter

**Aging and Disabled**

Vice-Chairman: Orr

**Alcoholism and Substance Abuse**

Vice-Chairman: Bloom

Kotlarz  
Rush  
Humes  
Vrdolyak  
Langford  
Sheahan  
Marzullo  
Cullerton  
Hansen  
Orbach

Krystyniak  
Vrdolyak  
Majerczyk  
Streeter  
Smith  
Hagopian  
Banks  
O'Connor  
Oberman  
Hansen

Animal Treatment and Control

Vice-Chairman: Streeter

Nardulli  
Roti  
Sawyer  
Humes  
Majerczyk  
Krystyniak  
Santiago  
Damato  
Natarus  
Stemberk

Neighborhood and Community Affairs:

Vice-Chairman: Orbach

Rush  
Huels  
Langford  
Kellam  
Sherman  
Gabinski  
Frost  
Cullerton  
Orr  
Stone

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*Action, Deferred*--ON PROPOSED RESOLUTION CONCERNING  
CITY HIRING PRACTICES OF HISPANICS.

The Committee on Committees and Rules submitted the following report which was, on motion of Alderman Frost and Alderman D. Davis, *Deferred* and ordered published:

CHICAGO, February 22, 1984.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules having had under consideration a proposed resolution which was referred to the committee (January 11, 1984) concerning the City hiring practices of Hispanics, begs leave to recommend that the proposed resolution be *Referred* to the Committee on Neighborhood and Community Affairs.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) FRANK D. STEMBERK,  
*Chairman.*

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

*Whereas*, Chicago is the home to over one half million Hispanic residents; and

*Whereas*, Chicago's Hispanic population is recognized for its contribution to the City vitality at large; and

*Whereas*, City Hall has been the scene of repeated demonstrations of leaders of the Hispanic Community; and

*Whereas*, These demonstrators have talked about the critical issues of jobs, food, shelter and City services; and

*Whereas*, The Hispanic Community has been shortchanged by the present City administration concerning hiring practices, the letting of contracts and leases and delivery of social service programs; and

*Whereas*, This constitutes a major crisis in terms of the relationship between City government and the Hispanic community; now, therefore,

BE IT RESOLVED, That the City Council work with the City administration to encourage a resolution of this imbalance; and

BE IT FURTHER RESOLVED, That the City Council Committee on Neighborhoods and Community Affairs intends to conduct hearings on the delivery of City services or lack thereof to the Hispanic Community.

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COMMITTEE ON LOCAL TRANSPORTATION.

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**Taxicab Stand No. 528 Recinded.**

The Committee on Local Transportation submitted the following report:

CHICAGO, February 22, 1984.

*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 February 15, 1984) to repeal an ordinance passed by the City Council on January 28, 1983, printed on pages 15634-35 of the Journal of the Proceedings of said date, which established Taxicab Stand No. 528 on S. Sherman Street, along the east curb, between W. Van Buren Street and W. Congress Parkway, beginning at a point 94 feet north of the north curb of W. Congress Parkway to a point 115 feet north thereof--5 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) VITO MARZULLO,  
*Chairman.*

On motion of Alderman Marzullo the said proposed repealing ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

*Nays*--None.

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council on January 28, 1983, pages 15634-35 of the Journal of the Proceedings, establishing the following taxicab stand:

Stand No. 528

On S. Sherman Street on east curb, between W. Van Buren Street and W. Congress Parkway beginning at a point 94 feet north of the north curb of W. Congress Parkway, to a point 115 feet north thereof, 5 vehicles

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

**Authority Granted to Establish Taxicab Stands at  
Sundry Locations.**

The Committee on Local Transportation submitted six proposed ordinances (under separate committee reports) recommending that the City Council *Pass* said proposed ordinances transmitted therewith to establish taxicab stands at sundry locations.

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

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

*Nays*--None.

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

*N. Clinton St. at W. Washington St.  
(Taxicab Stand No. 542).*

*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. 542

On N. Clinton Street, along the east curb from a point 81 feet north of the property line of W. Washington Street extending to a point 283 feet north thereof, 14 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or 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 and due publication.

*S. LaSalle St. at N. Congress Pkwy.  
(Taxicab Stand No. 544).*

*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. 544

On S. LaSalle Street, along the east curb, from a point 78 feet north of the property line of N. Congress Parkway to a point 65 feet north thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or 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 and due publication.

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*S. LaSalle St. at W. Van Buren St.  
(Taxicab Stand No. 545).*

*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. 545

On S. LaSalle Street, along the east curb, from a point 75 feet south of the property line of W. Van Buren Street to a point 66 feet south thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or 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 and due publication.

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*W. Van Buren St. at S. Financial Pl.  
(Taxicab Stand No. 541).*

*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. 541

On W. Van Buren Street along the north curb, at a point 20 feet east of the property line of S. Financial Place (S. Sherman Street) to a point 25 feet east thereof, 1 vehicle.

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 or 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 and due publication.

—  
*W. Van Buren St. at S. Wells St.  
(Taxicab Stand No. 546).*

*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. 546

On W. Van Buren Street, along the north curb, from a point 30 feet east of the property line of S. Wells Street to a point 50 feet east thereof, 2 cabs.

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 or 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 and due publication.

—  
*S. Wacker Dr. at W. Monroe St.  
(Taxicab Stand No. 543).*

*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. 543

On South Wacker Drive, along the west curb from a point 154 feet north of the north property line of W. Monroe Street to a point 90 feet north thereof, 5 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to 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 or 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 and due publication.

**Amendment of Ordinance Authorizing Establishment of Taxicab Stand  
on Portion of N. Clinton St.**

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, February 22, 1984.

*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 February 8th 1984) to amend an ordinance passed by the City Council on April 29, 1964, printed on page 2621 of the Journal of the Proceedings of said date, which established taxicab stand No. 417 on N. Clinton Street, along the east curb, from a point 20 feet north of the north building line of W. Madison Street to a point 60 feet north thereof--3 vehicles, by striking therefrom the following language:

"from a point 20 feet north of the north building line of W. Madison Street to a point 60 feet north thereof--3 vehicles"

and inserting in lieu thereof--

"from a point 30 feet north of W. Madison Street property line to a point 175 feet north thereof--9 vehicles"

begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) VITO MARZULLO,  
*Chairman.*

On motion of Alderman Marzullo the said proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

*Nays*--None.

The following is said ordinance as passed:

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

SECTION 1. That an ordinance by the City Council on April 29, 1964, page 2621 of the Journal of the Proceedings, establishing the following cab stand:

Stand No. 417

On N. Clinton Street, along the east curb,  
from a point 20 feet north of the north  
building line of W. Madison Street to a point  
60 feet north thereof, 3 vehicles

be and the same is hereby amended by striking out therefrom the following language:

"from a point 20 feet north of the north building line of W. Madison Street to a point 60 feet north thereof, 3 vehicles"

and inserting in lieu thereof the following:

"from a point 30 feet north of W. Madison Street property line to a point 175 feet north thereof, 9 vehicles."

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

**Authority Granted for Establishment of Bus Stand  
on Portion of W. Hubbard St.**

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, February 22, 1984.

*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 February 15, 1984) for the establishment of a bus stand on W. Hubbard Street, along the south curb, from a point 30 feet west of the west property line of N. Wells Street to a point 150 feet west thereof, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) VITO MARZULLO,  
*Chairman.*

On motion of Alderman Marzullo the said proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

*Nays*--None.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand between the hours of \_\_\_\_\_ and \_\_\_\_\_ upon the following public way in the area indicated (except on Saturdays, Sundays, and holidays):

*Public Way*

*Area*

W. Hubbard Street (south curb)

From a point 30 feet west of the west property line of Wells Street to a point 150 feet west thereof.

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 or 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 (\$200.00) Dollars for each offense."

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



**Authority Granted for Installation of Bus Passenger Shelter on  
Portion of W. 71st St.**

The Committee on Local Transportation submitted the following report.

CHICAGO, February 22, 1984.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration an order (which was referred on February 15, 1984) authorizing and directing the committee to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the southeast corner of W. 71st Street and S. Pulaski Road for eastbound passengers, begs leave to recommend that your Honorable Body *Pass* the said order, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) VITO MARZULLO,  
*Chairman.*

On motion of Alderman Marzullo the said proposed order transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

*Nays*--None.

The following is said order as passed:

*Ordered*, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the establishment of a "bus passenger shelter" on the southeast corner of W. 71st Street and S. Pulaski Road to service eastbound buses.

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**COMMITTEE ON POLICE AND FIRE**

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*Action Deferred*--ON PROPOSED RESOLUTION GIVING CONSIDERATION  
TO FUNDING OF "VOLUNTEER YOUTH FINGERPRINTING  
PROGRAM."

The Committee on Police and Fire submitted the following report, which was, on motion of Alderman Kellam and Alderman Huels *Deferred* and ordered published:

CHICAGO, February 24, 1984.

*To the President and Members of the City Council:*

Your Committee on Police and Fire, having a resolution (which was referred on February 8, 1984) from Alderman Patrick Huels and others for the purpose of giving consideration to the funding of a "Volunteer Youth Fingerprinting Program." The resolution states that there is a surplus of funding from the Community Development Block Grant Title IX Program of \$933,000. That these excess funds were allocated to the Department of Neighborhoods, which no longer exists, therefore cannot benefit from this allocation. The resolution asks that these excess funds be transferred to the Chicago Police Department's Preventive Crime Program in order to expand the fingerprinting program, begs leave to recommend that Your Honorable Body *Pass*, the said resolution, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee who were present, with 1 abstaining vote.

Respectfully yours,  
(Signed) MICHAEL F. SHEAHAN,  
Chairman.

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

*Whereas*, There is currently a surplus of funding from the Community Development Block Grant Title IX Program for the year of 1984; and

*Whereas*, That funding of \$933,000 had previously been allocated to the Department of Neighborhoods, which is no longer in existence and cannot benefit from this allocation; and

*Whereas*, There is a desperate need in the City of Chicago to take full advantage of a program that is known as the "Volunteer Youth Fingerprinting Program" that is operating by the Chicago Police Department on a very small budget with a very small staff; and

*Whereas*, This program properly fingerprints all school-aged children as a safety measure for identification and that this would also assist in helping to solve any problems that arise from a horrifying trend of missing children from our communities; now, therefore,

BE IT RESOLVED, That we, the Mayor and the City Council of the City of Chicago, investigate the possibility of using the surplus Community Development Block Grant Funds for the Chicago Police Department to develop training and implementation for police officers to be assigned for special employment; and

BE IT FURTHER RESOLVED, That this program be functional on a City-wide basis immediately for the purpose of protection for our children.

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#### 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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*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.*

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#### 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

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##### *Referred*--PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

*Alderman**Location*

Roti (1st Ward)

E. 8th Street (north side) from a point 30 feet east of S. Wabash Avenue to a point 60 feet east thereof;

S. Wabash Avenue (east side) from a point 20 feet north of E. 8th Street to a point 139 feet north thereof;

W. Davis (27th Ward)

W. Adams Street (north side) at 566;

W. Washington Boulevard (north side) at 1100;

Kotlarz (35th Ward)

W. Diversey Avenue (south side) at 3537;

W. Irving Park Road (south side) at 2935.

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*Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF  
VEHICULAR TRAFFIC TO SINGLE DIRECTION ON SPECIFIED  
PUBLIC WAYS.*

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

*Alderman**Location*

Sheahan (19th Ward)

S. Artesian Avenue, between W. 119th Street and W. 115th Street--northerly;

W. 116th Street, between S. Artesian Avenue and S. Western Avenue--easterly;

Orbach (46th Ward)

W. Byron Street between N. Southport Avenue and N. Clark Street--easterly.

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*Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES  
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

*Alderman**Location and Distance*

Roti (1st Ward)

E. Balbo Avenue (south side) from a point 59 feet east of S. Wabash Avenue to a point 273 feet east thereof;

E. 8th Street (north side) from a point 81 feet west of S. Michigan Avenue to a point 64 feet west thereof;

S. Michigan Avenue (west side) from a point 85 feet north of E. 8th Street to a point 177 feet south thereof;

S. Wabash Avenue (east side) from a point 159 feet north of E. 8th Street to a point 154 feet north thereof;

Huels (11th Ward)	S. Marshfield Avenue, at 3621 (except for handicapped);
	S. Wallace Street, at 3339 (except for handicapped);
Streeter (17th Ward)	S. Yale Avenue, at 7243 (except for handicapped);
Kotlarz (35th Ward)	N. Tripp Avenue, at 3418 (except for handicapped);
Cullerton for Laurino (39th Ward)	W. Eastwood Avenue, at 3230 (except for handicapped);
Volini (48th Ward)	N. Kenmore Avenue, at 6138;
	North-south alley at rear of 941 W. Gunnison Street.

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*Referred*--PROPOSED ORDINANCE TO AMEND PROHIBITION  
AGAINST PARKING OF VEHICLES DURING SPECIFIED  
HOURS ON PORTION OF N. TROY ST.

Alderman Mell (33rd Ward) presented a proposed ordinance to prohibit the parking of vehicles on the west side of N. Troy Street from a point 20 feet north of W. Irene Avenue to a point 80 feet north thereof and on W. Irene Avenue (north side) from a point 20 feet west of N. Troy Street to a point 155 feet west thereof, 7:00 A.M. to 7:00 P.M., 1 hour (instead of "No Parking Anytime"); which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*--PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION  
AGAINST PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented three proposed ordinances to discontinue the prohibition against the parking of vehicles at the locations specified, for the distances and hours designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Kotlarz (35th Ward)	N. Spaulding Avenue (east side) from W. Addison Street to a point 405 feet south thereof--8:00 A.M. to 5:00 P.M.--except Saturdays, Sundays and holidays;
	N. Spaulding Avenue (west side) from W. Addison Street to a point 405 feet south thereof--8:00 A.M. to 4:00 P.M.--except Saturdays, Sundays and holidays;
Pucinski (41st Ward)	N. Meade Avenue (both sides) between N. Hiawatha Avenue and the first alley south of W. Touhy Avenue--8:00 A.M. to 4:00 P.M.--Monday through Saturday.

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*Referred*--PROPOSED ORDER FOR INSTALLATION OF TRAFFIC  
CONTROL SIGNALS.

Alderman Majerczyk (12th Ward) presented a proposed order for the installation of left turn traffic

signals at the intersection of S. Kedzie Avenue and S. Archer Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDERS FOR INSTALLATION  
OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Majerczyk (12th Ward)	W. 40th Street and S. Rockwell Street--"3-Way Stop"; W. 42nd Street and S. Campbell Avenue--"4-Way Stop"; W. 46th Street and S. Lamon Avenue--"4-Way Stop"; W. 46th Street and S. Laverne Avenue--"4-Way Stop"; W. 46th Street and S. Leclaire Avenue--"4-Way Stop";
Burke (14th Ward)	S. Honore Street and W. 49th Street--"Stop"; W. 54th Street and S. Rockwell Street--"Stop";
Brady (15th Ward)	W. 66th Street and S. Claremont Avenue--"4-Way Stop"; W. 66th Street and S. Oakley Avenue--"4-Way Stop";
Kellam (18th Ward)	W. 82nd Place and S. Kostner Avenue--"Stop";
Sheahan (19th Ward)	S. St. Louis Avenue between W. 108th Street and W. 109th Street--"Deaf Children Playing";
Stemberk (22nd Ward)	W. 25th Street and S. Lawndale Avenue--"4-Way Stop";
Hagopian (30th Ward)	N. Lockwood Avenue and W. George Street--"Stop"; W. School Street and N. Karlov Avenue--"Stop";
Santiago (31st Ward)	W. Hirsch Street and N. Karlov Avenue--"Stop";
Kotlarz (35th Ward)	N. Lawndale Avenue and W. Cullom Avenue--"Stop"; N. St. Louis Avenue and W. Grace Street--"Stop"; North-south alley west of N. Tripp Avenue between W. Addison Street and W. Waveland Avenue--"No Thru Traffic";

Banks (36th Ward)	W. Altgeld Street and N. Monitor Avenue-- --"3-Way Stop";
	W. Barry Avenue and N. Long Avenue--"3- Way Stop";
Cullerton for Laurino (39th Ward)	Kercheval Avenue and Forest Glen Avenue-- --"Stop";
Pucinski (41st Ward)	N. Overhill Avenue and W. Lunt Avenue-- --"4-Way Stop";
Stone (50th Ward)	N. Washtenaw Avenue and W. Albion Avenue-- --"Stop."

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*Referred*--PROPOSED ORDER FOR REMOVAL OF TRAFFIC SIGNS  
IN SPECIFIED AREA.

Alderman McLaughlin (45th Ward) presented a proposed order for the removal of "No Left Turn" signs from the W. Lawrence Avenue viaduct at N. Avondale Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*--PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF  
FIVE TONS FOR VEHICLES ON PORTION OF W. BERTEAU AV.

Alderman Banks (36th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on W. Berteau Avenue between N. Pioneer Avenue and N. Cumberland Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

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**2. ZONING ORDINANCE AMENDMENTS.**

None.

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**3. CLAIMS.**

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Claims and Liabilities*, as follows:

<i>Alderman</i>	<i>Claimant</i>
Bloom (5th Ward)	Deborah A. Hopkins;
Sawyer (6th Ward)	Jelline Smith;
Nardulli (26th Ward)	Bruno Kosinski/AAA Radiator Shop;
Mell (33rd Ward)	Auria Santiago.

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**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--*PROPOSED ORDINANCE TO ESTABLISH BUS STAND ON  
PORTION OF E. 8TH ST.

A proposed ordinance to establish a bus stand on the north side of E. 8th Street from a point 145 feet west of S. Michigan Avenue to a point 126 feet west thereof.--*Referred to the Committee on Local Transportation.*

*Referred--*PROPOSED ORDINANCES TO ESTABLISH TAXICAB  
STANDS AT SPECIFIED LOCATIONS.

Also four proposed ordinances to establish taxicab stands at specified locations, which were *Referred to the Committee on Local Transportation*, as follows:

E. Balbo Avenue (south side) from a point 20 feet east of S. Wabash Avenue to a point 39 feet east thereof;

S. Michigan Avenue (west side) from a point 20 feet south of E. Balbo Street to a point 120 feet south thereof;

S. Wabash Avenue (east side) from a point 30 feet south of E. Balbo Street to a point 58 feet south thereof;

E. 8th Street (north side) from a point 20 feet west of S. Michigan Avenue to a point 61 feet west thereof.

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE AND  
SPECIAL USE IN PUBLIC WAYS.

Also two proposed ordinances for grants of privilege and special use in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Hilton Hotels Corporation--to construct, install and maintain decorative sidewalks located upon the public sidewalk in front of the main entrance at 720 S. Michigan Avenue;

Hilton Hotels Corporation--to construct, install and maintain ten planter boxes located upon the public sidewalk adjacent to 720 S. Michigan Avenue.

*Referred--*PROPOSED ORDINANCE FOR PERMIT TO SET BACK CURB  
ON PORTION OF S. MICHIGAN AV.

Also a proposed ordinance to issue a permit to the Hilton Hotels Corporation to construct an eight foot recess in the west curb line of S. Michigan Avenue, beginning at a point 160 feet south of E. Balbo Avenue and extending 82 feet south thereof.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDINANCE TO PERMIT U-TURN ON PORTION  
OF S. MICHIGAN AV.

Also a proposed ordinance to permit a U-turn on S. Michigan Avenue at E. 9th Street for southbound to northbound traffic.--*Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONSTRUCT  
AND MAINTAIN CANOPIES.

Also four proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Allen R. Freeman, d/b/a McDonald's--to construct, maintain and use a canopy at 220 N. Michigan Avenue;

Brown Portillo, Inc.--to construct, maintain and use a canopy at 207 W. Lake Street;

SGL Management Corporation--to construct, maintain and use a canopy at 30 N. Wabash Avenue;

Talman Home Federal Savings and Loan Association of Illinois--to maintain and use an existing canopy at 208 S. LaSalle Street.

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Presented by

**ALDERMAN BLOOM (5th Ward):**

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT ANNUAL  
SIDEWALK AND STREET ART FAIR AT SPECIFIED LOCATION.

A proposed order for issuance of a permit to the 57th Street Art Fair Committee, c/o W. M. Poole, 5555 S. Everett Street, to conduct an annual sidewalk and street art fair on portions of E. 57th Street, S. Kimbark Avenue and E. 56th Street for the period of June 2-3, 1984.--*Referred to the Committee on Beautification and Recreation.*

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Presented by

**ALDERWOMAN HUMES (8th Ward):**

**City Council Honors and Gives Official Recognition to  
Steve Allen for His Sharing of Gifts: Laughter  
and Song.**

A proposed resolution reading as follows:

WHEREAS, Steve Allen was born and raised in Chicago and attended Mount Carmel and Hyde Park High Schools; and

WHEREAS, Steve Allen is a distinguished good will ambassador from Chicago to the World; and

WHEREAS, Steve Allen is the only television comedian from the golden age of comedy of the 1950's still appearing regularly on television; and

WHEREAS, Steve Allen created the "Tonight Show" and starred in the award winning "Steve Allen Show"; and

WHEREAS, Steve Allen has authored twenty-six books, including two novels, two volumes of short stories, two volumes of poetry, and numerous humorous and political works; and

WHEREAS, Steve Allen has written over four hundred thousand songs, including "This Could Be the Start of Something Big" and "The Gravy Waltz"; and

WHEREAS, Steve Allen is listed in the 1984 edition of the "Guinness Book of World Records" as the most prolific composer of modern times; and



WHEREAS, He has never forgotten his roots in the dynamic City of Chicago and is appearing in a benefit on February 27, 1984, for the South Shore Hospital, the hospital that has remained to serve the community in which he was born; now, therefore,

*Be It Resolved*, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 24th day of February, 1984, do hereby honor and give due recognition to Steve Allen for giving the gift of laughter and song, two precious and priceless commodities; and

*Be It Further Resolved*, That we wish Steve Allen health, continued success and prosperity; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Steve Allen.

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

On motion of Alderman Humes the foregoing proposed resolution was *Adopted*.

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Presented by

ALDERMAN VRDOLAYK (10th Ward):

*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 185.1,  
SECTION 185.1-2(a) OF MUNICIPAL CODE CONCERNING  
CHARGE FOR SEWER SERVICE.

A proposed ordinance to amend Chapter 185.1, Section 185.1-2(a) of the Chicago Municipal Code regarding charge for sewer service in relation to any charitable, religious or educational institutions.--*Referred to the Committee on Finance*.

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*Referred*--PROPOSED ORDINANCE TO AMEND AREA OF SPECIFIED  
BUS STAND ON PORTION OF S. STONY ISLAND AV.

Also a proposed ordinance to establish a bus stand on the east curb of S. Stony Island Avenue from a point 110 feet south of the south property line of E. 93rd Street to a point 160 feet south thereof (instead of from a point 170 feet south of the south property line of E. 93rd Street to a point 205 feet south thereof as previously established on March 14, 1956).--*Referred to the Committee on Local Transportation*.

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*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 125, SECTION 125-21  
OF MUNICIPAL CODE CONCERNING FIREWORKS.

Also a proposed ordinance to amend Chapter 125, Section 125-21 of the Chicago Municipal Code which would include additional exclusive language within the definition of the term fireworks.--*Referred to the Committee on Municipal Code Revision*.

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Presented by

ALDERMAN VRDOLYAK (10th Ward) and ALDERMAN HUTCHINSON (9th Ward):

Chapter 17, Section 17-6.2 of Chicago Municipal Code Amended  
Concerning Creation, Expansion and Operation of Sanitary  
Landfill Sites, Etc.

A proposed ordinance reading as follows:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution; and

WHEREAS, The City of Chicago may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City Council finds that the creation, expansion and operation of sanitary landfill sites and liquid waste handling facilities are matters affecting the public health, safety and welfare; and

WHEREAS, The City Council finds further that for the protection of the public health, safety and welfare it is necessary to prevent the creation of new sanitary landfill sites and liquid waste handling facilities and the expansion thereof, pending research and review of the hazards which may be posed by such creation and expansion; now, therefore,

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

SECTION 1. Section 17-6.2 of the Municipal Code of the City of Chicago is hereby amended by adding thereto the language in italics and deleting the language bracketed as follows:

17-6.2. No person shall dump or deposit or cause to be dumped or deposited anywhere within the City, any building demolition materials, discharged solid wastes resulting from any industrial, manufacturing, trade or business process, or from the development, recovery or processing of natural resources, or garbage, ashes, refuse, trash, rubbish, miscellaneous waste, liquid waste (industrial and commercial - but not including radioactive waste), manure or other substance that may contain disease germs or be scattered by the wind or decompose or become filthy, noxious or unhealthful, except at a sanitary landfill site, liquid waste handling facility or [and] transfer station for which an annual permit has been properly issued by the Commissioner of Consumer Services. Such dumping without a permit is hereby declared to be an abatable nuisance. Said permit is required and shall be secured by such person irrespective of whether the dumping or depositing hereinabove described takes place upon said person's own property or upon property owned by any other person.

*Notwithstanding any other provision of this Chapter, no permit shall be issued until February 1, 1985, for the operation of any new sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, as they are defined in Chapter 17-1, Section 17-1.11 of this Code, or for the expansion of any sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit. The Commissioner of Consumer Services shall not accept, consider or take action until February 1, 1985, on any application for a permit for operation of a new sanitary landfill or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal or for the expansion of a sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit.*

SECTION 2. *If any provision, clause, sentence, paragraph, section or part of this ordinance 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 ordinance. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.*

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

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

On motion of Alderman Vrdolyak, seconded by Aldermen Hutchinson and Orr, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

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

*Nays*--None.

Presented for

ALDERMAN MAJERCZYK (12th Ward):

**Congratulations Extended to Lucille Nowicki on Occasion of Her  
Many Years of Outstanding Contributions to Scouting.**

A proposed resolution, presented by Alderman Brady, reading as follows:

WHEREAS, Lucille Nowicki has served 25 years in the capacity of religious instructor to scouts and is being honored in a special Cub Scout Dinner February 25, 1984; and

WHEREAS, An outstanding community leader, wife and mother of two, Lucille Nowicki has contributed tirelessly to the education of scouts in the Brighton Community, where she has spent her entire life; and

WHEREAS, Lucille Nowicki is the recipient of many awards: the District Award of Merit in 1969, the St. Gregory Catholic Religious Award in 1975, of which she was the first woman recipient, the Silver Beaver Award in 1978, which is the highest award granted by the Boy Scouts of America in Chicago. She was also religious instructor for the Girl Scouts, obtaining the Marian Awards; and

WHEREAS, The leaders of our great City are indeed proud of the spirit and intelligence exemplified by Lucille Nowicki; now, therefore,

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 24th day of February, 1984, A.D., do hereby congratulate Lucille Nowicki on 25 years of dedication to the instruction and inspiration of scouts throughout her fine community, and extend our best wishes to this great lady for many more years of success and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mrs. Lucille Nowicki.

Alderman Brady 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 Brady, the foregoing proposed resolution was *Adopted*.

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Presented by

ALDERMAN KELLAM (18th Ward):

**Tribute to Late Lavern Richards Woods.**

A proposed resolution reading as follows:

WHEREAS, Lavern Richards Woods, a native of Dakota, Georgia, came to Chicago in 1946 to make this City her home and to pursue her dreams and ambitions; and

WHEREAS, She became a role model citizen, concerned, considerate, knowledgeable, dutiful, accountable and meticulously attentive to family, home, work, community and church; and

WHEREAS, She believed in a life-long pursuit of education, both in formal and four-walled institutions, as well as through involved and in depth life experiences; and

WHEREAS, She valued, cherished and nurtured friendships and neighborliness, continuously demonstrating how to give and how to receive; now, therefore,

*Be It Resolved*, That the City of Chicago salutes this beloved citizen, laid to rest on February 11, 1984. We are all richer because she came this way; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to the family of Lavern Richards Woods.

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

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Presented by

ALDERMAN SHEAHAN (19th Ward):

**Congratulations and Best Wishes Extended to Reverend Monsignor  
Francis J. McElligott on Occasion of His Retirement.**

A proposed resolution reading as follows:

WHEREAS, Reverend Monsignor Francis J. McElligott, Pastor of St. John Fisher Parish on Chicago's great southwest side, retired on January 1, 1984 after 18 years as St. John Fisher's Pastor and 46 years in the priesthood; and

WHEREAS, Monsignor McElligott was born on August 24, 1913, to his parents Della and Patrick McElligott being the youngest child in his family. His brothers, William, Maurice, Edward and his sister Marie are deceased. Baptized and attended grammar school at St. Sylvester Church, attended Quigley North Preparatory Seminary, Saint Mary of the Lake Seminary and was ordained by Cardinal George Mundelein on April 23, 1938 and his first Solemn Mass was at St. Sylvester's Church on April 24, 1938; and

WHEREAS, Monsignor McElligott has long been a great source of spiritual guidance and edification to his parishioners, as Pastor of St. John Fisher, and previously as Assistant Pastor of All Saints Church and St. Francis of Rome. Monsignor McElligott was appointed to Archdiocesan Catholic Cemeteries as Assistant Director in 1945, and was appointed Director of Catholic Cemeteries in 1951, and has spent his entire personal and professional life in the Chicago area; and

WHEREAS, Monsignor McElligott was named a Monsignor only 15 years after being ordained. The rank of Papal Chamberlain was bestowed in 1953 by Pope Pius XII, and he was made a Domestic Prelate in 1959 by Pope John XXIII; and

WHEREAS, Monsignor McElligott was named as pastor of St. John Fisher Church in August, 1966 and in addition to parish work, he continued to serve as Director of Cemeteries. He also served on the Board of Directors of the Priests Retirement and Mutual Aid Association, and was named an Archdiocesan Consultor by John Cardinal Cody; and

WHEREAS, Monsignor McElligott was named pastor emeritus of St. John Fisher Parish, effective January 1, 1984 by Cardinal Joseph Bernardin; now, therefore,

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 24th day of February, 1984 do hereby offer our congratulations and best wishes to Reverend Monsignor Francis J. McElligott on the occasion of his retirement, as well as our heartfelt thanks for his consummate guidance and leadership in several of the Chicago area's most active and successful parishes; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Reverend Monsignor Francis J. McElligott.

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

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

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**Congratulations Extended to Charles E. Radgowski on Occasion of  
Achieving Eagle Rank in Scouting.**

Also a proposed resolution reading as follows:

WHEREAS, Charles E. Radgowski, a student at St. Barnabas Grammar School in Chicago has just received the Eagle rank as a member of Troop 696 of the Tri-Ridge District of the Chicago Area Council; and

WHEREAS, Charles, a former St. Barnabas cub scout, who has steadily and progressively graduated to virtually every rank in the St. Barnabas Troop, now has been recommended to the National Court of Honor; and

WHEREAS, Charles most significant Eagle Scout project, was to set up and carry out a food pantry for St. Barnabas Church in March of 1983 and is still operating as of this date; and

WHEREAS, Charles Radgowski is the youngest scout to receive this award at St. Barnabas; and

WHEREAS, Charles is exemplary of the fine youth of which our great City is so justly proud; now, therefore,

*Be It Resolved*, That we, the Mayor and the Members of the City Council gathered here this 24th day of February, do hereby congratulate Charles E. Radgowski, on his outstanding achievements and superior example in the Boy Scouts of America, and that we offer our best wishes to this fine youth for what is assuredly a bright and successful future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Mr. Charles E. Radgowski.

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

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

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*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 194A,  
OF THE CHICAGO ZONING ORDINANCE CONCERNING  
AGRICULTURAL RESIDENTIAL DISTRICTING.

Also a proposed ordinance to amend Chapter 194A, Sections 4.1, 7.3-1a, 7.5-1a, 7.6-1a, 7.10-1, 7.11-1 and 7.12-1 of the Chicago Municipal Code, in reference to agricultural residence districting.--*Referred to the Committee on Zoning*.

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Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

*Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 12 OF  
MUNICIPAL CODE BY ADDING NEW SECTION 12-57  
CONCERNING CHICAGO FIRE AND POLICE  
DEPTS. BEING NOTIFIED OF  
UTILITY SHUT-OFF.

A proposed ordinance, presented by Aldermen Sheahan, Santiago, Banks, McLaughlin, Humes, Streeter, Orbach, Schuler, Hansen, Stone, Kelley, Brady, Langford, Kellam, Mell, Beavers, Krystyniak and Vrdolyak, to amend Chapter 12 of the Municipal Code by the addition of a new section to be known as Section 12-57, which would require various utility companies to give notification to the Chicago Fire Department and the Chicago Police Department if the interruption of service would possibly affect the health, welfare or safety of individual Chicago citizens.--*Referred to the Committee on Police and Fire*.

---

Presented by

ALDERMAN MARZULLO (25th Ward):

*Referred*--PROPOSED ORDINANCE TO CANCEL EXISTING SEWER  
CHARGES ASSESSED AGAINST GADS HILL CENTER.

A proposed ordinance to authorize and direct the cancellation of all existing sewer charges assessed against Gads Hill Center, 1919 W. Cullerton Street, in a specified amount as this is a not-for-profit operation.--*Referred to the Committee on Finance.*

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Presented by

ALDERMAN W. DAVIS (27th Ward):

Drafting of Ordinance Directed for Vacation of Specified  
Public Street.

A proposed order reading as follows:

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for vacation of the south 102.32 feet, more or less, of S. Academy Place lying between W. Washington Boulevard and W. Madison Street for the Mid-City National Bank of Chicago (8-27-84-884); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman W. Davis the foregoing proposed order was *Passed*.

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Presented by

ALDERMAN SMITH (28th 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 first north-south alley west of N. Hamlin Boulevard in the block bounded by W. Washington Boulevard, W. Madison Street, N. Pulaski Road, and N. Hamlin Boulevard for Bethany Hospital (11-28-84-883); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Smith the foregoing proposed order was *Passed*.

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Presented by

ALDERMAN HAGOPIAN (30th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL  
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for issuance of a permit to A.M. Carson Signs, Ltd., 10 E. Sauk Trail, South Chicago Heights, IL, to install a sign/signboard at 2940 N. Cicero Avenue for B. W. Oil Change and Lube Center.--*Referred to the Committee on Zoning.*

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Presented by

ALDERMAN SANTIAGO (31st Ward) and ALDERMAN VRDOLYAK (10th Ward):

February 25, 1984 Declared as "Menudo Day in Chicago."

A proposed resolution reading as follows:

WHEREAS, Menudo Group, composed of five talented young Hispanic singers will be presented in concert in Chicago on Saturday, February 25, 1984 at the University of Illinois Pavilion; and

WHEREAS, Menudo has been recognized as the best ambassadors of Latin American music; and

WHEREAS, Menudo's English album "Reaching Out" has sold more than five million copies throughout the Americas; and

WHEREAS, Since the group's beginning in 1977, they have recorded ten albums, appeared in two soap operas, filmed two movies and earned one silver and four gold and three platinum record awards; and

WHEREAS, Menudo not only have caught the attention of every Spanish speaking country, but also English speaking Hispanic youth in the United States because of the message of their music; now, therefore,

*Be It Resolved*, The City Council of Chicago proclaims Saturday, February 25, 1984 as Menudo Day in Chicago and urge all citizens to participate in this event organized by WBBS-TV, Channel 60.

Alderman Santiago 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 Santiago, the following proposed resolution was *Adopted*.

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Presented by

ALDERMAN KOTLARZ (35th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 129.1,  
SECTION 129.1-26 OF MUNICIPAL CODE CONCERNING  
CONTAINERS FOR FLAMMABLE LIQUIDS.

A proposed ordinance to amend Chapter 129.1 of the Chicago Municipal Code by striking the existing Section 129.1-26 and inserting a new section therefore in reference to specific descriptions of containers for flammable liquids.--*Referred to the Committee on Municipal Code Revision*.

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Presented by

ALDERMAN CULLERTON (38th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT CARNIVAL  
AT SPECIFIED LOCATION.

A proposed order for issuance of a permit to St. Pascal Church, 3935 N. Melvina Avenue, c/o Reverend Francis Ciezadlo, to conduct a carnival on church property and on a portion of N. Moody Avenue from W. Irving Park Road to the first alley south thereof for the period of May 23-28, 1984.--*Referred to the Committee on Beautification and Recreation*.

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Presented by

ALDERMAN PUCINSKI (41st Ward):

Drafting of Ordinance Directed for Vacation of Specified  
Street.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of N. Newark Avenue lying between the southwesterly line of N. Northwest Highway and the northeasterly right of way line of the Chicago and Northwestern Railway for Marquis Busch (6-41-84-885); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Pucinski, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN PUCINSKI (41st Ward) and ALDERMAN NATARUS (42nd Ward):

Congratulations Extended to Irv Kupcinet on Occasion of  
His 25th Anniversary as Talk Show Host.

A proposed resolution reading as follows:

WHEREAS, Irv Kupcinet, Chicago's most respected and beloved columnist observed his Twenty-fifth Anniversary last Sunday as host of America's favorite talk show; and

WHEREAS, For 25 years Kup has brought to the nation's television audience a unique form of programming known as "At Random" and now as "Kup's Show", through which he has preserved the art of casual conversation; and

WHEREAS, Chicagoans can be proud that Kup originated the excellent form of enlightenment on an entire range of contemporary subjects; and

WHEREAS, Through these outstanding telecasts, Kup has helped Americans better understand the complex world we live in; and

WHEREAS, His lovely wife Esse has been his constant companion in producing these telecasts; now, therefore,

*Be It Resolved*, That the Members of the City Council and the Mayor of Chicago extend cordial congratulations to Kup and Esse for their enormous contribution toward preserving the art of casual conversation, and we further wish them many more years not only in television on Channel 11, W.T.T.W., but also in publishing Kup's stimulating and scintillating column in the *Chicago Sun Times*.

Alderman Pucinski 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 Pucinski, seconded by Aldermen Vrdolyak and Natarus, the foregoing proposed resolution was *Adopted*.

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Presented by

ALDERMAN NATARUS (42nd 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 east-west and north-south 10-foot public alley in the area bounded by W. Carroll Avenue, the Chicago River, N. Wells Street, and N. LaSalle Street for Helene Curtis (9-42-84-887); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus the foregoing proposed order was *Passed*.

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*Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.*

Also a proposed ordinance to grant permission and authority to The Metropolitan Sanitary District and W/H Partnership to maintain and use vaulted sidewalk space adjacent to its property located at 101 E. Erie Street. Two levels of vaulted sidewalk space located under E. Erie Street and two levels under N. Rush Street.--*Referred to the Committee on Streets and Alleys.*



*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN  
EXISTING CANOPIES.

Also two proposed orders for issuance of permits to maintain existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Lake Shore National Bank, as trustee under trust 930-118-120 E. Oak Street;

Regency Partners, d/b/a Barclay Chicago Hotel--166 E. Superior Street.

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Presented by

ALDERMAN OBERMAN (43rd Ward):

*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION  
OF N. MOHAWK ST. FOR ANNUAL LINCOLN CENTRAL  
STREET FAIR.

A proposed order to grant permission to David Levy, 636 W. Webster Avenue, to close to traffic N. Mohawk Street between W. Armitage and W. Dickens Avenues, also W. Dickens Avenue between N. Cleveland Avenue and N. Larrabee Street for the Annual Lincoln Central Street Fair on July 14 and 15, 1984.--*Referred to the Committee on Traffic Control and Safety.*

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Presented by

ALDERMAN HANSEN (44th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT STREET  
FAIR AT SPECIFIED LOCATION.

A proposed order for issuance of a permit to Northalsted Merchants' Association, 3345 N. Halsted Street, c/o Ms. Dillion, to conduct a street fair on N. Halsted Street between W. Belmont Avenue and W. Addison Street for the period of August 11 and 12, 1984.--*Referred to the Committee on Beautification and Recreation.*

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Presented by

ALDERMAN McLAUGHLIN (45th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND VARIOUS SECTIONS OF  
CHAPTER 194A OF CHICAGO ZONING ORDINANCE IN REFERENCE  
TO ADVERTISING SIGN PERMITS.

A proposed ordinance to amend Chapter 194A, Sections 8.9(5), 9.9(5) and 10.14(5) of the Chicago Municipal Code in reference to the establishing of limits regarding allowable advertising signs posted along public ways in the City.--*Referred to a Joint Committee composed of the members of the Committee on Buildings and the Committee on Zoning.*

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*Referred--*PROPOSED ORDER FOR PERMITS TO CONDUCT  
SIDEWALK SALE ON PORTIONS OF SPECIFIED  
PUBLIC WAYS.

Also a proposed order for issuance of the necessary permits to Portage Park Chamber of Commerce, 4920 W. Irving Park Road, c/o Jeannine Smentek, to conduct a sidewalk sale on N. Cicero Avenue from 3900 to 4200, on N. Milwaukee Avenue from 3900 to 4200, and on W. Irving Park Road from 4600 to 5400 for the period of April 26-29, 1984.--*Referred to the Committee on Beautification and Recreation.*

*Referred--*PROPOSED ORDER TO INSTALL SIGN/SIGNBOARD ON  
PORTION OF N. NORTHWEST HWY.

Also a proposed order for issuance of a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, IL, to install a sign/signboard at 5455 N. Northwest Highway for general advertisers, various copy.--*Referred to the Committee on Zoning.*

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Presented by

ALDERMAN ORR (49th Ward):

Congratulations Extended United Hellenic Voters of America on  
Occasion of Their 1984 Awards Dinner.

A proposed resolution reading as follows:

WHEREAS, The United Hellenic Voters of America are dedicated to establishing and promoting citizenship among people of Hellenic descent throughout the United States; and

WHEREAS, This organization is committed to good government in general and specifically encourages and supports its members to participate in public service and political affairs of their communities; and

WHEREAS, The United Hellenic Voters of America directly provide assistance to its membership in the exercise of their rights, privileges and responsibilities as citizens of the United States of America; and

WHEREAS, Each year the United Hellenic Voters of America honor five Greek-Americans who are outstanding in their fields, not only known in the Greek community, but are well known in the American community at large; and

WHEREAS, This year the five honorees are: Judge Arthur C. Perivolidis--Associate Judge of the Circuit Court of Cook County, Mayor Nicholas B. Blase--Mayor of the Village of Niles, Dr. Joseph A. Kariotis--General Superintendent of Schools, Queen Bee District, Dr. Alexander A. Constantaras--Chairman of the Section of Ophthalmology, St. Francis Hospital and John Bartholomew--owner of the J. Bartholomew Engineering Company; and

WHEREAS, These five most distinguished Greek-Americans of 1984 will be honored on March 18, 1984, at 6:30 P.M., in the Empress Banquet Hall, 92 E. Lake Street, Addison, Illinois; now, therefore,

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 24th day of February, 1984, do hereby offer our heartiest congratulations to the United Hellenic Voters of America and to the Five Most Distinguished Greek-Americans of 1984; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the United Hellenic Voters of America on March 18, 1984 at their Annual Awards Dinner.

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

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

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*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF  
N. PAULINA ST.

A proposed order to grant permission to the People's Community Organization, 7634 N. Paulina Street, to close to traffic N. Paulina Street between W. Howard Street and W. Jonquil Terrace for the conduct of a street fair on July 21, 1984.--*Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED RESOLUTION URGING U.S. CONGRESS TO  
SUPPORT AND PASS "PHANTOM TAX REFORM AND LEAST COST  
ENERGY PLANNING ACT."

Also a proposed resolution urging the United States Congress to adopt the "Phantom Tax Reform and Least Cost Energy Planning Act" which would grant state utility regulatory commissions the authority to ban phantom tax collections by various utility companies, etc.--*Referred to the Committee on Public Utilities.*

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**Presented by**

**ALDERMAN STONE (50th Ward) and OTHERS:**

*Referred--*PROPOSED RESOLUTION TO DETERMINE CITY AGENCY  
RESPONSIBLE FOR ENFORCEMENT OF NEW SECTION  
27-371.1. OF MUNICIPAL CODE.

A proposed resolution (presented by Aldermen Stone, Madrzyk and Schulter) urging the Committee on Traffic Control and Safety to conduct an inquiry to determine the City agency responsible for the enforcement of new Section 27-371.1 of the Municipal Code concerning investigation of traffic hazards as a result of outdoor advertising signs and displays.--*Referred to the Committee on Traffic Control and Safety.*

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**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 RUSH (2nd Ward):**

Illinois College of Optometry--for electrical, plumbing, heating and air conditioning construction on the premises known as 3241 S. Michigan Avenue.

**BY ALDERMAN MELL (33rd Ward):**

City of Chicago/Department of Police/14th District Station--for electrical installations on the premises known as 2150 N. California Avenue.

*License Fee Exemptions:*

**BY ALDERMAN BLOOM (5th Ward):**

South Shore Bible Baptist Day Care Center, 7159 S. Cornell Avenue.

**BY ALDERMAN SAWYER (6th Ward):**

Bray Temple Christian Methodist Episcopal Church Day Care Center, 7300 S. Greenwood Avenue.

Chatham Pre-School Center, 741 E. 84th Street.

Chatham Avalon Nursery and Kindergarten, 26 E. 79th Street.

Chesterfield Tom Thumb Day Care Center, 9214 S. Cottage Grove Avenue.

Emmanuel Community Church Day Care Center, 618 E. 72nd Street.

Grand Crossing Headstart, 7239 S. Dobson Avenue.

Greater Institutional A.M.E. Day Care Center, 7800 S. Indiana Avenue (2).

Ingleside Headstart and School Age Center, 939 E. 72nd Street.

Little People's Institute, 117 E. 87th Street.

Melglow Nursery, 8855 S. State Street.

New Concept Development Center, 7528 S. Cottage Grove Avenue.

South Harper Montessori School, 9011 S. Cottage Grove Avenue.

Tiny Tots Villa, 8128 S. Martin Luther King Drive.

Topsy Turvy Nursery and Kindergarten, 723-725 E. 75th Street.

BY ALDERMAN SHEAHAN (19th Ward):

Washington-Jane Smith Home, 2340 W. 113th Street.

BY ALDERMAN CULLERTON (38th Ward):

Wings Pre-School, 6337 W. Cornelia Avenue.

BY ALDERMAN STONE (50th Ward):

Bernard Horwich Jewish Community Center, 3003 W. Touhy Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1st Ward):

St. Elizabeth's Hospital, 1431 N. Claremont Avenue--fire prevention inspection.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Nursery, 4600 S. McDowell Avenue--boiler and fuel burning inspection.

BY ALDERMAN W. DAVIS (27th Ward):

Chicago Youth Centers, 611 W. Adams Street--boiler and fuel burning inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, 2035 N. Lincoln Avenue--control and process device inspection.

*Water Rate Exemptions:*

BY ALDERMAN HUELS (11th Ward):

Benton Community Settlement, 3052 Gratten Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Pilgrim Evangelical Church, 4310 W. Winchester Avenue.

*Sewer Surcharge Exemption:*

BY ALDERMAN NARDULLI (26th Ward):

Northwestern University Settlement, 1400 W. Augusta Boulevard.

**Journal (February 15, 1984).**

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, February 15, 1984, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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**UNFINISHED BUSINESS**

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At this point in the proceedings Alderman Burke presented a motion which reads as follows:

"Pursuant to the 1981 Illinois Revised Statutes, Chapter 24, Section 3-11-19, I respectfully move to reconsider the vote, vetoed by His Honor the Mayor, by which an ordinance was passed on February 8, 1984, which ordinance appears at Council Journal page 4802."

The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone--27.

*Nays*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Orr--18.

Alderman Huels then presented the following motion:

"Pursuant to the 1981 Illinois Revised Statutes, Chapter 24, Section 3-11-19, I respectfully move passage of the ordinance appearing at Council Journal page 4802, of February 8, 1984, notwithstanding the veto of His Honor the Mayor."

The motion *Lost* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone--28.

*Nays*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Orr--19.

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**Chapter 17, Section 17-6.2 of Municipal Code of Chicago  
Amended Concerning Sanitary Landfill Sites, Etc.**

On motion of Alderman Nardulli the City Council took up for consideration the report of the Committee on Energy and Environmental Protection deferred at the regular meeting of the City Council of February 8, 1984 and published as a Journal correction on February 15, 1984, C.J. pp. 5153-5154, recommending that the City Council pass a substitute proposed ordinance as amended, concerning new sanitary landfill sites, etc. and the expansion thereof.

At this point in the Proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Alderman Nardulli moved to pass the said proposed substitute ordinance as amended. The clerk called the roll and the yeas and nays were as follows:

*Yeas*--Aldermen Roti, Humes, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

*Nays*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, Frost, Natarus, Oberman, Orr--16.

Alderman Nardulli then moved for a verification of the foregoing vote. The clerk then re-called the roll and the said proposed substitute ordinance as amended was *Passed*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

*Nays*--Aldermen Rush, Evans, Bloom, Sawyer, Langford, Streeter, Kelley, Henry, W. Davis, Smith, Frost, Natarus, Oberman--13.

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(a) of the Illinois Constitution; and

WHEREAS, The City of Chicago may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City Council finds that the creation, expansion and operation of sanitary landfill sites, liquid waste handling facilities and transfer stations are matters affecting the public health, safety and welfare; and

WHEREAS, The City Council finds further that for the protection of the public health, safety and welfare it is necessary to prevent the creation of new sanitary landfill sites, liquid waste handling facilities and transfer stations, and the expansion thereof, pending research and review of the hazards which may be posed by such creation and expansion; now, therefore,

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

SECTION 1. Section 17-6.2 of the Municipal Code of the City of Chicago is hereby amended by adding thereto the language in italics and deleting the language bracketed, as follows:

17-6.2 No Person shall dump or deposit or cause to be dumped or deposited anywhere within the City, any building demolition materials, discharged solid wastes resulting from any industrial, manufacturing, trade or business process, or from the development recovery or processing of natural resources, or garbage, ashes, refuse, trash, rubbish, miscellaneous waste, liquid waste (industrial and commercial - but not including radioactive waste), manure or other substance that may contain disease germs or be scattered by the wind or decompose or become filthy, noxious or unhealthful, except at a sanitary landfill site, liquid waste handling facility or [and] transfer station for which an annual permit has been properly issued by the Commissioner of Consumer Services. Such dumping without a permit is hereby declared to be an abatable nuisance. Said permit is required and shall be secured by such person irrespective of whether the dumping or depositing hereinabove described takes place upon said person's own property or upon property owned by any other person.

*A City Council Order shall be required before any permit is issued by the Commissioner of Consumer Services pursuant to this Section.*

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

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## MISCELLANEOUS BUSINESS.

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### Resolution Adopted Concerning Payment of Legal Counsel in Lawsuit Entitled "*Roti v. Washington*."

Alderman Burke presented the following resolution:

WHEREAS, On May 2, 1983, the City Council of the City of Chicago amended its Rules of Order and reorganized its Committee structure; and

WHEREAS, Material issues of fact and law arose between the Mayor and members of the City Council as to the legality of the reorganization; and

WHEREAS, The Mayor and the members of the City Council retained independent legal counsel to adjudicate their differences in the lawsuit entitled, *Roti v. Washington*; and

WHEREAS, The attorneys for all of the parties have submitted their bills for payment by the City Council; now, therefore,

*Be It Resolved*, That the City Comptroller is hereby ordered to pay the attached bills in the amounts specified to Jack M. Siegel and Associates, Ltd.; Donald Page Moore; Jerome H. Torshen, Ltd.; Jann, Carroll, Sain and Dolan; and William J. Harte, Ltd.

And the City Comptroller is further ordered to charge the legal expenses to Corporate Account Finance General No. 100-9112-823, which states as follows:

"For legal, technical, medical and professional services, appraisals, consultants, printers, court reporters and professional services authorized by the City Council."

now, therefore,

*Be It Further Resolved*, That the Chairman of the Committee on Finance is authorized to approve and pay for necessary services and expenses as needed by the City Council from Corporate Account Finance General No. 100-9112-823 and No. 100-9112-730.

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

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

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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#### Presence of Visitors Noted.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors from the Republic of France:

Anicet Le Pors	Secretary of State to the Prime Minister of France for Civil Service and Administrative Reform
Marcel Pinet	General Administrator of Civil Service for France
Michel Gentot	President of the Institute of Political Science, Paris
Jean Marie Duffau	Research Director, The International Institute of Public Administration
Evelyne Leroux and Alain Goulhot	Members of His Personal Staff
Gilles De La Belleissue	Consul General of France for the Midwest
Pierre Berniard	Deputy Consul General for the Midwest
Pierre Collombert	Cultural Attache to the French Consulate
Jean Poulard	Professor of Political Science, Indiana University Northwest
Benedicte Scalabre	Press Attache to the French Consulate-General

The Mayor also called the Council's attention to the presence of ten students from Bell School (Hearing Impaired). A delegate from the school presented Mayor Washington with City scenes which the students had drawn. The Bell School students were accompanied by their teachers Carren Stika, Diane Hudyka and Toni Kress.

The visitors were warmly applauded by the members of the City Council and assembled guests.

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ADJOURNMENT.

Thereupon Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned*, to meet in regular meeting on Wednesday, March 14, 1984, at 10:00 A.M. in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.



WALTER S. KOZUBOWSKI,  
*City Clerk.*



