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

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**Regular Meeting—Monday, July 9, 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

*Absent*--None.

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**Call to Order.**

On Monday, July 9, 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--48.

Quorum present.

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**Invocation.**

Father Tom Lamping, Saint Philomena Church, opened the meeting with prayer.

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***Motion to Suspend Rules--Congratulations Extended Maria Chavez on Occasion of Her Graduation from Jose' Diego Elementary School.***

Alderman Nardulli moved to *Suspend the Rules Temporarily* to take up out of the regular order of business a proposed resolution congratulating Maria Chavez on the occasion of her graduation from Jose' Diego Elementary School. The motion *Prevailed*.

Alderman Nardulli presented the following proposed resolution:

WHEREAS, Maria Chavez and her family are residents of Chicago's West Town Community; and

WHEREAS, Maria took a very special walk to the podium on Wednesday, June 29, 1984, to collect her diploma during her eighth grade graduation ceremony at Jose' Diego Elementary School; and

WHEREAS, Despite the fact that Maria has undergone several operations she was able to keep up with her school work and never lost her deep sense of responsibility; and

WHEREAS, Through the support of her loving parents, Pedro and Guadalupe and her seven brothers and sisters, Maria has bravely been able to face her hardships; and

WHEREAS, Because of her courage and determination Maria serves as a shining example of the "I Will" spirit of Chicago; now, therefore,

*Be It Resolved*, By the Mayor of the City of Chicago and the Members of the City Council, assembled this 9th day of July, 1984, that we hereby extend our heartfelt congratulations to Maria Chavez on her graduation; and

*Be It Further Resolved*, That we express to Maria our very best wishes and every success in her future endeavors; and

*Be It Further Resolved*, That we hereby present this resolution to Maria Chavez.

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

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

Honorable Harold Washington, Mayor, and Alderman Nardulli then presented a parchment copy of the resolution to Maria Chavez. She thanked the Mayor and Members of the City Council for the honor accorded her. Maria and her family were warmly applauded by all the Members of the City Council and assembled guests.

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*Motion to Suspend Rules--Tribute to  
Late Nathaniel A. Owings.*

Alderman Orr moved to *Suspend the Rules Temporarily* to take up out of the regular order of business a proposed resolution paying tribute to the late Nathaniel A. Owings. The motion *Prevailed*.

Alderman Orr presented the following proposed resolution:

WHEREAS, Nathaniel A. Owings, world renowned dean of American architecture and founding partner of the architectural firm of Skidmore, Owings and Merrill, died on June 13, 1984, at his home in Sante Fe, New Mexico, at the age of 81; and

WHEREAS, In 1982, Mr. Owings received the American Institute of Architect's highest award, the gold medal, for his contributions to the nation; and

WHEREAS, Mr. Owings and his brother-in-law, Louis Skidmore, founded the internationally acclaimed firm, Skidmore, Owings and Merrill, following the 1933-34 Century of Progress Exposition here for which Skidmore and Owings were the chief designers; and

WHEREAS, Mr. Owings was the only surviving founder of the firm since John Merrill, who joined the firm in 1934 died June 10, 1975; and

WHEREAS, Mr. Owings and his firm is recognized throughout the nation and is responsible for more than 100 buildings throughout the world, including Chicago's Sears Tower; and

WHEREAS, Mr. Owings served as Chairman of the Chicago Plan Commission from 1948 to 1952 during which time, under his leadership, several large-scale urban development projects were approved and later constructed, including Lake Meadows, Michael Reese Hospital and Medical Center and the Illinois Institute of Technology; now, therefore,

*Be It Resolved*, That the Mayor and the City Council of the City of Chicago, assembled this 9th day of July, 1984, acknowledge its appreciation and gratitude to Nathaniel A. Owings for his many years of outstanding service in the advancement of our City, the entire nation and the world; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to the loving family of Nathaniel E. Owings.

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

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

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REGULAR ORDER OF BUSINESS RESUMED.

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REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

July 9, 1984

COMMUNICATIONS, ETC.

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**Authority Granted for Filing of Urban Development Action  
Grant Application for Goodwill Industries  
Relocation Project.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Planning, I am transmitting herewith an ordinance authorizing the filing of an Urban Development Action Grant application for the Goodwill Industries Relocation Project.

Your favorable consideration of this ordinance is greatly appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, Orbach, Schulter, 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, Goodwill Industries of Chicago and Cook County, Illinois, has proposed to acquire and rehabilitate a 24,248 square foot industrial building located at 1871 N. Clybourn Avenue, in the 43rd Ward of the City of Chicago, by expending private funds in the amount of One Million Ten Thousand Dollars (\$1,010,000.00) and

WHEREAS, It is projected that the commercial retail development project will create approximately 24 new permanent employment positions benefiting low and moderate income persons residents; and

WHEREAS, The City of Chicago, through the Department of Planning, will prepare an Urban Development Action Grant application of not more than Two Hundred Forty Thousand Dollars (\$240,000.00) to be used along with private funds in the acquisition, rehabilitation and permanent financing of the project; 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 Urban Development Action Grant application of not more than Two Hundred Forty Thousand Dollars (\$240,000.00) for the Goodwill Industries Relocation 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 approval of the above-referenced 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 Goodwill Industries Relocation Project.

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

**Authority Granted for Filing of Urban Development  
Action Grant Application for Yale Engineering  
Company Expansion Project.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Planning, I am transmitting herewith an ordinance authorizing the filing of an Urban Development Action Grant application for the Yale Engineering Company Expansion Project.

Your favorable consideration of this ordinance is greatly appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, 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 Yale Engineering Company has proposed to acquire and rehabilitate a 37,000 square foot, vacant industrial building located at 4353 W. Wabansia in the 31st Ward of the City of Chicago by expending private funds in the amount of Four Hundred Eighty-four Thousand Dollars (\$484,000.00); and

WHEREAS, It is projected that the industrial relocation and expansion project will create and retain approximately 24 permanent employment positions primarily benefiting low and moderate income persons and generate approximately \$121,000 in additional tax revenues for the City of Chicago; and

WHEREAS, The City of Chicago, through the Department of Planning, will prepare an Urban Development Action Grant application in the amount of Ninety-six Thousand Dollars (\$96,000.00) to be used along with private funds in the acquisition, rehabilitation, equipping and permanent financing of the industrial development project; 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 Urban Development Action Grant application in the amount of Ninety-six Thousand Dollars (\$96,000.00) for the Yale Engineering Company Expansion 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 approval of the above-referenced 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 Yale Engineering Company Industrial Expansion Project.

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

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**Authority Granted for Filing of Urban Development Action Grant Application  
for Burroughs Midwest Regional Headquarters Project.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Planning, I am transmitting herewith an ordinance authorizing the filing of an Urban Development Action Grant application for the Burroughs Midwest Regional Headquarters Project.

Your favorable consideration of this ordinance is greatly appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Darnato, Cullerton, O'Connor, Natarus, Oberman, Hansen, Orbach, Schuster, 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, Bennett and Kahnweiler Associates has proposed to construct a 200,000 square foot office located at W. Higgins Road and River Road, in Rosemont, adjacent to the 41st Ward of the City of Chicago, by expending private funds in the amount of Sixteen Million Five Hundred Thousand Dollars (\$16,500,000.00); and

WHEREAS, It is projected that the commercial retail development project will create approximately 650 new permanent employment positions primarily benefiting low and moderate income persons residents of the City of Chicago, and generate additional tax revenues through tax sharing between the City of Chicago and the Village of Rosemont; and

WHEREAS, The City of Chicago, through the Department of Planning, will prepare an Urban Development Action Grant application of not more than Three Million Five Hundred Thousand Dollars (\$3,500,000.00) to be used along with private funds in the construction and permanent financing of the project; 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 Urban Development Action Grant application of not more than Three Million Five Hundred Thousand Dollars (\$3,500,000.00) for the Burroughs Midwest Regional Headquarters Project.

SECTION 2. 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 approval of the above-referenced 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 Burroughs Midwest Regional Headquarters Project.

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

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**Authority Granted for Filing of Urban Development Action  
Grant Application for Guernsey Dell, Inc.  
Expansion Project.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Economic Development, I transmit herewith an ordinance providing for the submission of an application for

an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$1,750,000 for the Guernsey Dell, Inc. Expansion Project, and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, 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:

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 stimulates private investment in urban communities; and

WHEREAS, The Guernsey Dell, Inc., an Illinois corporation, has proposed to construct an industrial facility south of the intersection of 45th Street and South Morgan Street; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$1,750,000 to be used along with private funds to construct a new 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 \$1,750,000 for the Guernsey Dell, Inc. Expansion 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, 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 Project.

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

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Authority Granted for Filing of Urban Development  
Action Grant Application for Continental  
Plaza Project.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Economic Development, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$1,885,000 for the Continental Plaza U.D.A.G. Project, and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, Orbach, Schulter, 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 Urban 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 Continental General Partners Limited, has proposed to construct a commercial facility located at the southeast and southwest corners of 76th Street and Racine Avenue in the Auburn-Gresham community, and generate approximately \$1,500,000 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$1,885,000 to be used along with private funds in the rehabilitation of the building; 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 \$1,885,000 for the Continental Plaza 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, 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 Project.

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

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**Authority Granted for Filing of Urban Development  
Action Grant Application for 71st and  
Jeffrey Commercial Project.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Economic Development, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$1,134,000 for the 71st and Jeffrey Commercial Project and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, 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 Taxman Corporation and The Neighborhood Institute, as joint partners, have proposed to construct a commercial facility located at 2001-2113 East 71st Street in the South Shore community, and generate approximately \$1,500,000 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$1,134,000 to be used along with private funds in the rehabilitation of the building; 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 \$1,134,000 for the 71st and Jeffrey Commercial 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, 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 Project.

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

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**Authority Granted for Filing of Urban Development  
Action Grant Application for Zenex  
Corporation Expansion Project.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Economic Development, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$300,000 for the Zenex Corporation Expansion Project, and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,  
(Signed) HAROLD WASHINGTON,  
Mayor.

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kellay, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, Orbach, Schulter, 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, Zenex Corporation, has proposed to acquire and rehabilitate a 45,000 square foot building located at Logan and Elston in Chicago's Logan Square Community Area; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$300,000 to be used along with private funds for building acquisition and rehabilitation; 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 \$300,000 for the Zenex Corporation Expansion 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, 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 Project.

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

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**Authority Granted for Filing of Urban Development  
Action Grant Application for Tempel Steel  
Expansion Project.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Economic Development, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of \$2,000,000 for the Tempel Steel Expansion Project and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, Orbach, Schuiter, 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 Tempel Steel Corporation, has proposed to construct an addition to their manufacturing facility located at 1939 W. Bryn Mawr on Chicago's Northwest side, and generate approximately \$160,000 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$1,500,000 to be used along with private funds for new building construction; 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 \$1,500,000 for the Tempel Steel Expansion 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, 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 Project.

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

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**Authority Granted for Execution of Development Agreement  
Between Englewood Commons Assoc. and Winneconna Park  
Assoc. for Construction of Townhouses at  
Specified Locations.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 authorizing the Commissioner to enter into and execute on behalf of the City of Chicago, a Development Agreement with Englewood Commons Associates and Winneconna Park Associates, the developers of 16 for-sale townhouses at 62nd and Halsted and 18 for-sale townhouses at 79th and Normal, respectively. The ordinance also authorizes the execution of a Servicing Agreement with Citicorp Savings of Illinois that provides for the origination and servicing of Urban Development Action Grant funded second mortgage loans for the above townhouse purchasers.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, 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:

WHEREAS, An ordinance was approved by the City Council of the City of Chicago, authorizing the Mayor to execute an Urban Development Action Grant Agreement between the City of Chicago and the United States Department of Housing and Urban Development to provide financial assistance to the Englewood-Winneconna Project, said project to provide 16 for-sale townhouses at 62nd and Halsted and 18 for-sale townhouses at 79th and Normal; and

WHEREAS, Pursuant to said Agreement, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-83-AA-17-0156 which provides grant funds in the amount of \$432,250 to the City of Chicago, said funds to be loaned by the City of Chicago to eligible purchasers of the above townhouses to be used as low-interest second mortgages; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago upon review of the Corporation Counsel as to form and legality, a Development Agreement which obligates the City of Chicago, upon granting of sufficient security, to lend \$432,250 of Urban Development Action Grant funds to eligible purchasers of the 16 for-sale townhouses at 62nd and Halsted and the 18 for-sale townhouses at 79th and Normal; and which Development Agreement obligates the developers, Englewood Commons Associates and Winneconna Park Associates (each an Illinois limited partnership whose general partners are Elzie L. Higginbottom, Jr. and Herbert L. Hedgeman), to construct and sell the 34 afore-mentioned townhouses as represented in the original application for funds.

SECTION 2. The Commissioner of the Department of Housing is further authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Servicing Agreement with Citicorp Savings of Illinois, wherein Citicorp Savings will be obligated to originate and service the U.D.A.G.-funded second mortgage loans, with all origination and servicing costs to be borne by the eligible townhouse purchasers.

SECTION 3. The Commissioner of the Department of Housing is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Development Agreement and the Servicing Agreement, said Development Agreement and Servicing Agreement being in substantially the forms attached hereto as Exhibits A and B.

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

[Exhibits A and B are printed on pages 7878  
thru 7900 of this Journal.]

DEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and among the CITY OF CHICAGO, ILLINOIS (the "City"), by and through the Department of Housing ("HOUSING"), having its offices at 318 South Michigan Avenue, Chicago, Illinois 60604; American National Bank and Trust Company, 33 North LaSalle Street, Chicago, Illinois 60690, not individually but as Trustee under Trust No. 60081 dated \_\_\_\_\_, 19\_\_\_\_, the sole beneficiary of which is Englewood Commons Associates ("Developer I") an Illinois Limited Partnership, having its principal offices at 5496 South Hyde Park Boulevard, Chicago, Illinois, 60615, and American National Bank and Trust Company, 33 North LaSalle Street, Chicago, Illinois, 60690, not individually but as Trustee under Trust No. \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_, the sole beneficiary of which is Winneconna Park Associates, ("Developer II"), an Illinois limited partnership, having its principal offices at 5496 South Hyde Park Boulevard, Chicago, Illinois, 60615.

WITNESSETH:

WHEREAS, the Department of Housing of the City of Chicago has as its primary purpose the creation of decent, safe, sanitary and affordable housing for persons of low and moderate income; and

WHEREAS, it is the intention of Developer I to acquire a 44,000 square foot site at 62nd and Halsted and construct 16 for sale townhouses thereon ("Site I"); and

WHEREAS, it is the intention of Developer II to acquire a 42,000 square foot site at 79th and Normal and construct 18 for sale townhouses thereon ("Site II"); and

WHEREAS, the Department of Housing 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 low interest second mortgage loans to eligible borrowers of Site I and Site II townhouses ("Qualified Dwellings"); and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-83-AA-17-0156 ("the UDAG Grant") which provides that \$432,250 may be loaned by the City to eligible borrowers for the above purposes; and

WHEREAS, Citicorp Savings of Illinois ("the Lender") has issued a conditional commitment to Developers I and II, said commitment dated \_\_\_\_\_, providing that Lender will make first mortgage loans to Eligible Borrowers of Qualified Dwellings; and

WHEREAS, the City and the Lender have entered into an agreement, dated \_\_\_\_\_, said agreement providing for the origination and servicing of the UDAG second mortgage loans to be made to Eligible Borrowers in conjunction with the first mortgage loans to finance the purchase of Qualified Dwellings; and

WHEREAS, the Lender has entered into an agreement with the Illinois Housing Development Authority (IHDA) entitled "Mortgage Purchase Agreement Between Illinois Housing Development Authority and Citicorp Savings of Illinois Regarding the Urban Development Action Grant" said agreement dated \_\_\_\_\_; and

WHEREAS, Developer I and Developer II desire that the City makes UDAG second mortgage loans available to eligible borrowers and the City is willing, subject to the terms and conditions herein, to lend said UDAG monies to said Borrowers;

#### Definitions

##### SECTION I.

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

1.1 "Site I" shall mean the land, buildings and fixtures located at 62nd and Halsted, said property more particularly described in Exhibit \_\_\_\_\_.

1.2. "Site II" shall mean the land, buildings and fixtures located at 79th and Normal, said property more particularly described in Exhibit \_\_\_\_\_.

1.3. "Lender" shall mean Citicorp Savings of Illinois.

1.4. "IHDA" shall mean the Illinois Housing Development Authority.

1.5. "Developer I" shall mean Englewood Commons Associates, an Illinois Limited partnership, Elzie L. Higginbottom, Jr., and Herbert L. Hedgeman, General Partners.

1.6. "Developer II" shall mean Winneconna Park Associates, an Illinois limited partnership, Elzie L. Higginbottom, Jr., and Herbert L. Hedgeman, General Partners.

1.7. "Construction Lender" shall mean Community Bank of Lawndale.

1.8. "Eligible Borrower" shall mean the low and moderate income purchasers of qualified dwellings, said eligibility criteria more particularly described in Exhibit C.

1.9. "Qualified Dwelling" shall mean any for-sale townhouse located at Site I or Site II, said qualification criteria more particularly described in Exhibit B.

1.10. "First Mortgage Loan" shall mean a loan made by the Lender to an Eligible Borrower for the purchase of a Qualified Dwelling and secured by a first mortgage on such real property, with such terms and conditions as are more particularly described in the IHDA-Citicorp Agreement.

1.11. "UDAG Loan" shall mean a loan made by the City to an Eligible Borrower for the purchase of a Qualified Dwelling and secured by a mortgage on such real property that is junior and subordinate to the First Mortgage Loan only, with such terms and conditions as are more particularly described in Exhibit A.

1.12. "UDAG Grant Agreement" shall mean the Agreement numbered B-83-AA-17-0156 and dated December 29, 1983, between the Secretary of the United States Department of Housing and Urban Development and the City, as amended.

#### Consideration

#### Section II.

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

#### Land Sale

#### Section III

3.1. The City shall convey the former Urban Renewal site known as Site I to Developer I.

3.2. The City shall convey the former Urban Renewal site known as Site II to Developer II.

UDAG LoansSECTION IV

The City shall make UDAG Loans to Eligible Borrowers and Eligible Borrowers shall be permitted to borrow from the City an amount and upon terms and conditions as set forth in Exhibit A.

Developer I CovenantsSECTION V.

5.1. Developer I shall proceed diligently to carry out the development activities pursuant to the UDAG Grant Agreement.

5.2. Developer I shall prepare an affirmative marketing plan for the review and approval of the City, HUD, and the Lender.

5.3. Developer I shall provide cash equity in an amount not less than \$42,700.00 to be used for construction in conjunction with the Construction Lender loan.

5.4. Developer I shall obtain a firm commitment from the construction Lender in an amount and upon terms and conditions reasonably necessary to complete all development activities.

5.5. Developer I 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.

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

Developer II CovenantsSECTION VI.

6.1. Developer II shall proceed diligently to carry out the development activities pursuant to the UDAG Grant Agreement.

6.2. Developer II shall prepare an affirmative marketing plan for the review and approval of the City, HUD and the Lender.

6.3. Developer II shall provide cash equity in an amount not less than \$42,350.00 to be used for construction in conjunction with the Construction Lender Loan.

6.4. Developer II shall obtain a firm commitment from the Construction Lender in an amount and upon terms and conditions reasonably necessary to complete all development activities.

6.5. Developer II 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.

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

#### Inspection and Review

#### SECTION VII

7.1. Books and Records. Developer I and Developer II shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to developments pursuant to and 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 Developers I and II for inspection, copying, audit and examination at all reasonable times by and 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.

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

7.3. Duration and Inspection Rights. The rights of access and inspection provided in this Section VII 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.

No Assignment or SuccessionSECTION VIII.

No transfer of Loan funds by the City to an Eligible Borrower shall be, or be deemed to be, an assignment of UDAG Grant funds, and neither Developers nor Borrowers 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 and under the UDAG Grant.

Housing and Urban Development ApprovalSECTION IX

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.

Disclaimer of RelationshipSECTION X

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 or the City.

Time of the EssenceSECTION XI

Time is of the essence of this Agreement.

Certificate of CompletionSECTION XII

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 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.

#### Delay in Performance

#### SECTION XIV

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 an Eligible Borrower or a Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by an Eligible Borrower or a developer under this Section, or with respect to the particular default, except to the extent specifically waived in writing.

#### Conflict of Interest

#### SECTION XV

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.

#### Limit of Liability

#### SECTION XVI

Developer I and Developer II expressly agree that no member official, employee or agent of City shall be individually or personally liable to Developer I or Developer II, their successors or assigns in the event of any default or breach by the City under this Agreement.

Equal Employment OpportunitySECTION XVII

Developer I and Developer II and their successors and assigns, agree that during the term of the Project:

17.1. Developers will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. Developers 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. Developers agree to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

17.2. Developers 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.

17.3. Developers will include the provisions of the subsections 17.1 and 17.2 of this Section XVII 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 sub-contractor, as the case may be.

17.4. 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.

Additional ProvisionsSECTION XVIII

18.1. Developer I and Developer II shall erect signs on their respective sites consistent with criteria established by the Secretary of the United States Department of Housing and Urban Development.

18.2. The City shall not be liable to any Contractor, Sub-contractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with construction of the Project. The City shall not be liable for any debts or claims accruing in favor of any such parties against the Developer or against the premises. Neither the Land Trustee nor Developer is or shall be an agent of Lender for any purposes, and

the City is not a venture partner with Developer or the Land Trustee in any manner whatsoever. The City shall not be deemed to be in privity of contract with any Contractor, Sub-contractor or provider of services on or to the Premises, nor shall any payment of funds directly to a Contractor, Sub-contractor, or provider of services be deemed to create any third party beneficiary status or recognition by the City unless and until the City expressly assumes such status in writing. Approvals granted by the City for any matters covered under this Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of the Developer and the Land Trustee.

18.3. To the fullest extent permitted by law, Developers I and II hereby agree to protect, indemnify, defend and save harmless, the City and its officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by the City, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim or damage is caused solely by any act, omission or willful malfeasance of the City, its officers, agents and authorized employees. This indemnity is not intended to excuse Lender from performing hereunder.

18.4. The captions and headings of various Articles and Sections of this Agreement and exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

18.5. In the event of any inconsistency among the terms hereof (including incorporated terms), or between such terms and the terms of any other Document, the City may elect which terms shall govern and prevail. The whole or partial invalidity, illegality or unenforceability of any provision hereof at any time, whether under the terms of then applicable law or otherwise shall not affect (i) in the case of partial invalidity, illegality or unenforceability, the validity, legality or enforceability of such provision at such time except to the extent of such partial invalidity, illegality or unenforceability or (ii) the validity, legality or enforceability of such provision at any other time, or of any other provision hereof at that or any other time.

18.6. 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 Developers:

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

With 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.

18.7. 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 I and Developer II have caused this Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

BY:

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

Reviewed as to form and legality:

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

\_\_\_\_\_  
Developer I

BY:

\_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Developer II

BY:

\_\_\_\_\_  
Its \_\_\_\_\_

## EXHIBIT A

## TO THE DEVELOPMENT AGREEMENT

As security for the loan to be made pursuant to this Agreement, each Eligible Borrower shall agree as follows:

1. Mortgage. The loan shall be secured by a \_\_\_\_\_ mortgage in favor of City upon all land, buildidngs, plant and fixtures comprising the Qualified Dwelling.

(a) The security position of the City may only be subordinated to the security interest of Citicorp Savings of Illinois to secure a loan in an amount not to exceed \$52,060.00 for a Site I qualified dwelling and \$49,780.00 for a Site II qualified dwelling. The mortgage shall also contain standard provisions to protect the interest of a second mortgagee, including, for example, a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage and the unpaid principal balance and interest shall be due and payable. The mortgage shall not contain an exculpation clause in favor of the eligible borrower.

2. Permanent Loan

(a) The permanent loan shall be the sum total of the original principal plus the interest accrued during the payment deferral period.

(b) The original principal shall not exceed \$13,015.00 for a Site I qualified dwelling or \$12,445.00 for a Site II qualified dwelling.

(c) The term of the loan shall be thirty (30) years, term to be conterminous with the term of the First Mortgage Loan. The term shall commence upon commencement of the term of the First Mortgage Loan.

(d) The interest rate shall be adjusted according to Eligible Borrower income, and shall be set at the time of loan application, as follows:

80% of median income or less*	--	2%
Above 80% of median income*	--	5%

(e) Principal and interest will be deferred in years one (1) through four (4) with accumulated interest added to the principal balance in year (5) to form a new enlarged principal balance which shall be completely amortized over the remaining 25 years.

(f) Upon any refinancing, sale or other disposition of the Qualified Dwelling during the term of the mortgage, any outstanding principal balance, together with interest and accrued interest shall become immediately due and payable to the City.

\*as defined in 24 CFR 813.102

EXHIBIT B  
TO THE DEVELOPMENT AGREEMENT

"QUALIFIED DWELLING" defined:

- A. A qualified Dwelling is a fee simple interest in real estate:
- (1) which is located at UDAG Site I or UDAG Site II
  - (2) upon which there is located a structure or structures designed for residential use;
  - (3) which is a single family residence or a condominium unit in a condominium project, defined as a multi-unit development (i) which has been subject to a recorded declaration pursuant to the Condominium Property Act Ill. Rev. Stat. 1981 CH. 30, Section 301, et. seq., and (ii) in which the ownership in fee or a specified residential unit together with an undivided pro rata interest in appurtenant real estate and any improvements thereon;
  - (4) where the total purchase price to an eligible borrower does not exceed the following amounts, by Site:

Site I:	\$68,500.00
Site II:	\$65,500.00

- B. A qualified Dwelling does not include:
- (1) stock or any other ownership interest in a cooperative housing corporation or organization;
  - (2) factory-made housing not permanently fixed to real property;
  - (3) property, such as an appliance or furniture which is not a fixture under applicable law;
  - (4) land which is not necessary to maintain the basic livability of a residence or which provides, other than incidentally, a source of income to the mortgager; and
  - (5) a two, three, or four-family residence which had not been first occupied as a residence at least five years prior to the execution of the mortgage.

EXHIBIT C  
TO THE DEVELOPMENT AGREEMENT

"ELIGIBLE BORROWER" defined:

An Eligible Borrower is a person:

- (1) who is or will be a resident of the State and the City of Chicago within sixty (60) days of the closing of the Mortgage Loan;
- (2) whose Household Income does not exceed the Maximum Program Income. Maximum Program Income is defined as determined by the United States Census Bureau for the Standard Metropolitan Statistical Areas in the State having a population of 3 million or more for the most recent year for which such information is available, as published by the United States Department of Housing and Urban Development or by such other governmental entity as may be determined by the Director to publish substantially comparable information;
- (3) who intends to use the Qualified Dwelling being financed by the Mortgage Loan as her or his principal residence within sixty (60) days after the closing of the Mortgage Loan and to continue such use indefinitely. A residence which is primarily intended to be used in a trade or business (including, without limitation, any residence of which more than fifteen percent (15%) of the area is reasonably expected to be used primarily in a trade or business) does not satisfy the requirements of this paragraph (3). Further, a residence used as an investment property or recreational home does not satisfy the requirements of this paragraph;
- (4) who has not had any present ownership interest in a principal residence at any time during the three-year period prior to the date on which the Mortgage pertaining to the Qualified Dwelling is executed. Their person's interest in the Qualified Dwelling being financed by the Mortgage Loan shall not be taken into account for purposes of this paragraph. Present ownership interest includes all forms of ownership other than: (i) an ordinary lease, with or without purchase option; (ii) the interest of a buyer under a Standard Residential Purchase Contract; (iii) an expectancy to inherit property; (iv) a remainder or reverter interest; and (v) an ownership interest in a residence that is not occupied as a principal residence, e.g., a vacation home or rental property. The requirements of this paragraph (4) are not applicable if the Mortgage Loan is being made to finance a Targeted Area Residence;
- (5) who has not had a mortgage (whether or not paid off) on the Qualified Dwelling being financed at any time prior to the execution of the Mortgage pertaining to such Qualified Dwelling, excluding any mortgage relating to a construction period loan, or relating to a bridge loan or similar temporary initial financing and having a term not in excess of twenty four (24) months; and

July 9, 1984

COMMUNICATIONS, ETC.

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- (6) who will own title to the real estate in her/his own name and not by means of a land trust.



## SERVICING AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION, an association organized and existing under the laws of the United States of America, with its principal address at \_\_\_\_\_, Chicago, Illinois 606\_\_\_\_ (the "Servicer"), and the CITY OF CHICAGO, a municipal corporation organized under the laws of the State of Illinois, with its principal office at City Hall, Chicago, Illinois 60602 (the "City"), by and through the DEPARTMENT OF HOUSING OF THE CITY OF CHICAGO, with its principal office at 318 South Michigan Avenue, Chicago, Illinois 60604 (the "Department").

W I T N E S S E T H:

WHEREAS, the Servicer represents that it is an experienced and established servicer of mortgage loans and that it will maintain adequate capital, data processing equipment, facilities and personnel for the proper and prudent conduct of such business; and

WHEREAS, the Servicer has entered into an agreement with the Illinois Housing Development Authority (IHDA), dated \_\_\_\_\_, said agreement providing for the making of first mortgage loans to Eligible Borrowers to finance the purchase of Qualified Dwellings built on Urban Development Action Grant Sites I and II; and

WHEREAS, the City has entered into an agreement with the United States Department of Housing and Urban Development (HUD), dated \_\_\_\_\_, pursuant to Urban Development Action Grant (UDAG) No. B-83-AA-17-0156, wherein HUD will provide the loans (a "UDAG Loan") to Eligible Borrowers of first mortgage Servicer-IHDA Agreement; and

WHEREAS, as the Servicer has agreed to service the first mortgage loans on behalf of IHDA, the City desires that the Servicer also service the UDAG Loans on behalf of the City, on the terms and conditions set forth in this Servicing Agreement (the "Servicing Agreement");

NOW, THEREFORE, in consideration of the covenants and commitments herein contained, the parties agree as follows:

ARTICLE I: DELIVERY OF THE UDAG LOAN DOCUMENTS

Section 1.01. Making of the UDAG Loan. The Servicer will deliver from time to time hereafter to the Department, with respect to each IHDA first mortgage loan to be made by the Servicer, sufficient documentation to evidence to the City that the Servicer is prepared to commit to the making of a first mortgage loan to an Eligible Borrower, subject to the City committing to the making of a UDAG Loan to the Eligible Borrower, (the "Eligible Borrower file").

SECTION 1.02. Sufficient Documentation Defined. For purposes of this Servicing Agreement, sufficient documentation shall include, but not necessarily be limited to the following: certification from the Servicer that the proposed borrower is an Eligible Borrower, that the Eligible Borrower has sufficient financial resources to carry out both the first mortgage and UDAG Loan obligations, as each become due, and that the Eligible Borrower's credit worthiness has been established to the satisfaction of the Servicer. Sufficient documentation shall also mean such arithmetical computations, formulae and/or ratios utilized by the Servicer as a basis for determining the Eligible Borrower's financial capabilities.

SECTION 1.03. Delivery of Additional Documents. For each Eligible Borrower file delivered to the Department, the Servicer shall also include copies of the following documents:

SECTION 1.04. Eligible Borrower File Review. Upon receipt of Eligible Borrower file, the Department will promptly review each file and, in the event of incomplete or missing information, shall immediately notify the Servicer so that said information can be supplied. The Department, with the advice and counsel of the Office of the Corporation Counsel ("Counsel"), shall be obligated to approve or disapprove the issuance of a UDAG Loan commitment within three (3) business days of receipt of the Eligible Borrower file. Disapproved files shall be delivered to the Servicer with a letter outlining the reason(s) for the disapproval. The Department will issue a Letter of Commitment to make a UDAG Loan, said Commitment to be in substantially the form as is found in Exhibit \_\_\_\_ for all approved files (the "UDAG Loan Commitment").

SECTION 1.05. Issuance of UDAG Documentation. Upon approval of an Eligible Borrower, the Department shall request that Counsel prepare a recordable UDAG Loan Mortgage and Note and such other documentation as Counsel deems necessary.

SECTION 1.06. Delivery of UDAG Loan Documents. The Department shall, within seven (7) business days of approval of an Eligible Borrower file, deliver the following documents to the Servicer: UDAG Loan Commitment Letter, recordable UDAG Loan Mortgage and Note, and a Checklist of any documents required by the City as a condition precedent to the first mortgage and UDAG Loan closing (the "Checklist").

SECTION 1.07. Loan Closings. The Servicer shall promptly notify the Department of the location, date and time of each Loan Closing, as and when each Closing is scheduled. The Department shall cause the required UDAG Loan funds to be deposited with the Servicer just prior to each Closing. Said deposit shall be accompanied by a Letter of Direction from the City,

authorizing the Servicer to disburse the UDAG Loan funds as required. Said funds may be disbursed by the Servicer, or on its behalf by an attorney, title company or other agent selected by the Servicer.

SECTION 1.08. Post Closing Requirements. Upon the completion of each Loan Closing, the Servicer shall cause each UDAG Loan Mortgage and Note to be properly recorded with the Cook County Recorder of Deeds. Upon receipt, the Servicer will deliver copies of the recorded UDAG Loan Mortgage and Note to the Department. The Servicer shall retain all original documents for each approved Eligible Borrower file.

SECTION 1.09. UDAG Loan Fee. The Servicer may collect a combination origination/application fee from each UDAG Loan applicant, but in no event shall that combined fee exceed \$250.00. The Servicer shall collect the fee at the time of the closing of the Loan.

SECTION 1.10. Safekeeping of the UDAG Loan File. Upon receipt of all recorded UDAG Loan documents and after the sale of the first mortgage to IHDA, the Servicer will notify the Department that it is in possession of all UDAG loan documentation, that the first mortgage sale to IHDA has been completed and that the Servicer acknowledges that it is entrusted with the safekeeping of said documents in accordance with the Servicing Agreement. It is expressly understood and agreed to by the parties that, notwithstanding the fact that for each UDAG Loan there will be a payment deferral for the first five (5) years, during that deferral period, all UDAG Loan documentation will be kept by the Servicer, and shall continue to be held in safekeeping by the Servicer during the Servicing Period.

## ARTICLE II: SERVICING OF MORTGAGE LOANS

SECTION 2.01. Servicer to Service. The Servicer shall service the UDAG Loans and shall have full power and authority, acting alone, to do any and all things in connection with such servicing which it may deem necessary or desirable and which it would do with respect to mortgage loans in its own portfolio. Without limiting the generality of the foregoing, the Servicer shall, and is hereby irrevocably authorized and empowered by the City to, execute and deliver, in the Servicer's own name, on behalf of itself and the City, with respect to the UDAG Loans and with respect to the properties subject to a Mortgage securing such UDAG Loans, any and all instruments, documents and writing necessary or desirable to file all claims and initiate all proceedings, by foreclosure or otherwise, necessary or appropriate to realize upon any insurance policies and property securing any defaulted Loans, in satisfaction or cancellation, or in partial or full release or discharge of such UDAG Loans.

Section 2.02. Servicing Standards. Without limiting the generality of the Servicer's obligations under Section 2.01 hereof, the Servicer agrees to service the UDAG Loans in accordance with then current loan servicing standards of FHLMC or FNMA set forth in their respective servicing guides. The Servicer shall not, however, be required to prepare, submit or file any forms or documents required by the FNMA or FHLMC servicing guides, except as specifically referred to herein, or as may reasonably be required from time to time by the City. In addition, the Servicer agrees to use its best efforts to obtain compliance by the Mortgagor with all applicable provisions and requirements of the Private Mortgage Insurer in order to maintain the applicable insurance in full force and effect for the First Mortgage.

Section 2.03. Compensation and Expenses for Servicing. As compensation for its activities hereunder and in consideration for servicing the UDAG Loans, the Servicer shall be entitled to receive and retain a monthly fee ("Servicing Fee") equal to one-twelfth ( $1/12$ ) of one-half ( $1/2$ ) of one ( $1\%$ ) percent of the unpaid principal balance for each UDAG Loan, but only in the manner provided in this Agreement. Additional servicing compensation in the form of late payment charges, if any, may be received and retained by the Servicer to the extent permitted by law and to the extent not required to be deposited in the appropriate Receipts Account pursuant to Section 2.04 hereof. In addition, except as limited by applicable law, the Servicer shall be entitled to reimbursement of expenses and unpaid Servicing Fees out of Insurance Proceeds or Liquidation Proceeds to the extent permitted by Section 2.14 hereof.

Section 2.04. Collection of Payments; Receipts Account. The Servicer shall take all reasonable action necessary and appropriate, based upon industry standards, to assure collection of, as and when due, all payment called for under the terms and provisions of the UDAG Loans. The Servicer shall establish and maintain an account to be held in trust for the benefit of the City ("Receipts Account") into which all payments with respect to UDAG Loans, including Insurance Proceeds and Liquidation Proceeds, shall be deposited immediately upon receipt. The Receipts Account shall bear interest at the customary passbook interest rate of the Servicer, and shall be covered and insured to the maximum extent possible by the Federal Savings and Loan Insurance Corporation ("FSLIC").

Section 2.05. Monthly Reports. On or before the 25th day of each month the Servicer shall submit to the Department a report specifying the amount of funds deposited in the Receipts Account as of the close of business on

the 20th day of such month (or the business day preceding such 20th day), which amount shall include all funds received subsequent to the close of business on the 20th day of the preceding month, the amounts delivered to the City, or at the City's direction, during such period, and with respect to the amounts, shall specify the amount representing: (i) interest on UDAG Loans; (ii) regularly scheduled UDAG Loan principal payments; (iii) Principal Prepayments on Loans; (iv) the Servicing Fee; (v) amounts derived from standard hazard insurance policies to be applied to the restoration or repair of property insured by such policies, and (vi) the balance of such funds, if any. The monthly report shall also contain information as to the number of, and unpaid principal balances of UDAG Loans which are thirty (30) days or more delinquent in the payment of principal or interest, and, upon the written request of the City or the Department, a description of the general status of such UDAG Loans and a summary of action taken by the Servicer with respect to such UDAG Loans.

Section 2.06. Transfer of Funds to the City. On each Friday or at any time the amounts in the Receipts Account representing (i) through (iii) and (v) above exceed the amount of FSLIC insurance on the Receipts Account, the Servicer shall immediately transfer all of the funds in the Receipts Account to the City, or in such manner as the City shall direct. Also, on each Friday, if it has not already done so, the Servicer shall pay to itself from the Receipts Account the amount stated in (iv) of Section 2.08 hereof. If any date of payment described above is a legal holiday in the City, such transfer may be made at the opening of business on the next succeeding business day.

Section 2.07. Annual Report and Receipts Account Statement. On December 20th of each year commencing December 20, 1990, or such other date as the City shall specify, the Servicer shall forward to the City and the Department an annual statement, certified by a Servicing Officer, setting forth the status of the Receipts Account as of the close of business of the 20th day of the month preceding such date and showing, for the period covered by such statement, the aggregate of deposits into the Receipts Account for each category of deposit specified in this Agreement and such other matters specified in this Agreement, and certifying that, to the best of his knowledge upon reasonable investigation, such Servicer's servicing of the UDAG Loans has been conducted in compliance with this Agreement except for (i) such exceptions as such Servicing Officer shall believe to be immaterial, and (ii) such other exceptions as shall be set forth in such statement. Such statement shall also include (i) information as to the principal balances of the UDAG Loans at the close of business on the 20th day of the month preceding such date, (ii) information as to the number and principal balances of UDAG Loans upon which a combined total of two (2) required monthly payments of principal and interest shall be in default, and (iii) the unpaid outstanding principal amount of Mortgage Loans with respect to, and the estimated fair market value of any real estate acquired through, foreclosure or grant of a deed in lieu of foreclosure. Contemporaneously with such annual statement, the Servicer shall also deliver with such annual statement, the Servicer shall also deliver to the City and the Department a Servicing Officer's

certificate stating that (i) a review of the activities of the Servicer during the preceding year with respect to performance under this Agreement has been made under such Servicing Officer's supervision, and (ii) to the best of such Servicing Officer's knowledge, based on such review, there is, as of such date, no default by the Servicer in the fulfillment of any of its obligations under this Agreement, or if there is any such default known to such Servicing Officer, specifying each such default and the nature and status thereof.

Section 2.08. Servicer's Financial Statement. On or before one hundred twenty (120) days after the end of the Servicer's fiscal year, the Servicer at its expense, shall furnish to the City and the Department for the preceding fiscal year such audited financial statements or statements of condition as shall have been prepared by the Servicer in the normal course of its affairs, or for any regulatory agency to which it is subject.

Section 2.09. Maintenance of UDAG Loan Files. The Servicer shall, at its own expense, maintain the UDAG Loan File with respect to each UDAG Loan. Each Mortgage Loan File shall be maintained by the Servicer for a minimum of three (3) years from the date the Mortgage Loan is fully paid or otherwise terminated. The Mortgage Loan File shall be kept at the Servicer's regular place of business and shall be available for inspection by the City or the Department at such reasonable times and in such reasonable manner as the City or the Department shall determine.

Section 2.10. Maintenance of Standard Hazard Insurance. The Servicer shall require that each Mortgagor maintain for each UDAG Loan a standard hazard insurance policy on the mortgaged property in an amount which is not less than the maximum insurable value of the property securing such First Mortgage Loan and UDAG Loan or the principal balance owing on such First Mortgage Loan and UDAG Loan, whichever is less.

Section 2.11. Maintenance of Mortgage Insurance. The Servicer shall cause to be maintained for each First Mortgage Loan the Private Mortgage Insurance Policy required by IHDA.

Section 2.12. Maintenance of Errors and Omissions Insurance Policy and Fidelity Bond. The Servicer covenants and agrees to exercise its best reasonable efforts to maintain and keep in full force and effect throughout the term of this Agreement (or, if cancelled by the insurer or surety, to replace) an errors and omissions insurance policy and a fidelity bond with respect to officers and employees of the Servicer on the basis specified by such policy, or bond as the case may be.

Section 2.13. Foreclosure on Defaulted Loans. In the event that a UDAG Loan goes into and continues in default, the Servicer shall undertake the following procedures:

- (a) The Servicer shall attempt to make collection of delinquent payments.

- (b) In the event that such default continues for sixty (60) days after the due date, the Servicer, after notifying the Department in writing, shall commence foreclosure upon or otherwise comparably convert the ownership of the property securing such UDAG Loan.

Section 2.14. Improvemnts to Foreclosed Properties. In addition to the Servicer's general responsibilities for the maintenance and securing of foreclosed properties, such properties shall be improved as follows:

- (a) Damage by Uninsured Cause. In the case of damage to mortgaged property by any cause where the cost of the complete restoration of such property is not fully reimbursable by the insurance policies required to be maintained by this Agreement ("Uninsured Cause"), the Servicer may expend its own funds toward the restoration of the property if it shall determine (i) that such restoration will increase the proceeds of liquidation of the UDAG Loan to the City, after reimbursement to itself for such expenses, and (ii) that such expenses will be reconverable to it either through Liquidation Proceeds (respecting which it shall have priority for purposes of reimbursement) or through Insurance Proceeds (respecting which it shall have similar priority).

### ARTICLE III: REPRESENTATIONS

Section 3.01. Servicer Representations and Warranties. The Servicer represents and warrants that:

- (a) The Servicer is a \_\_\_\_\_ association duly organized and validly existing in good standing under the laws of the \_\_\_\_\_ and has the power and authroity, corporate and other, to own its properties and to carry on its business as now being conducted, and to carry out all transactions contemplated by this Agreement.
- (b) The Servicer is not under any cease and desist order or order of a similar nature, temporary or permanent, or any federal or state authority, nor are there any proceedings presently in progress or to its knowledge contemplated which would, if successful, lead to the issuance of any such order. There is no litigation now pending or threatened involving Servicer which would impair the ability of Servicer to carry out its responsibilities under this Agreement.
- (c) This Agreement is a valid and binding agreement of Servicer enforceable according to its terms, the making and performance of which have been duly authorized by all necessary corporate and other action, and does not constitute a violation

of any law, any requirement imposed by an judicial or governmental authority or the charter or bylaws of Servicer, or a default under any agreement or instrument by which it is bound or affected.

- (d) Neither the making nor the performance of this Agreement by Servicer requires the consent or approval of any private or governmental authority or, if such consent or approval is required, it has been obtained.
- (e) The Servicer is an approved FNMA or FHLMC servicer of mortgage loans.

The representations and warranties contained in this Section 3.01 shall be true and correct when made and, by performance hereunder, shall be deemed to be repeated by Servicer continuously throughout the term hereof and shall be true and correct through the term hereof.

#### ARTICLE IV: MUTUAL COVENANTS

Section 4.01. Mutual Covenants. The Servicer, the Department and the City covenant and agree with each other as follows:

- (a) The duration of this Servicing Agreement shall extend from \_\_\_\_\_, \_\_\_\_\_, to and including the date on which the entire amount of principal and interest on all UDAG Loans is paid in full, unless this Servicing Agreement is sooner terminated (i) with respect to any UDAG Loan in accordance with Paragraph (b) of this Section 4.01, or (ii) by mutual agreement of the parties, or (iii) for any reason by the City at any time upon thirty (30) days prior written notice.
- (b) In the event that the City assigns its interest in one or more UDAG Loans, the City may, at its option and without any penalty, terminate this Agreement with respect to such UDAG Loan by a notice in writing to Servicer, or assign the City's rights under this Agreement with respect to such UDAG Loan to the assignee of such UDAG Loan.
- (c) Upon termination of this Servicing Agreement, or upon termination of servicing with respect to any UDAG Loan, Servicer shall promptly deliver to the City all UDAG Loan proceeds and supply all such reports, UDAG Loan documents and information as may be required by the City, to any person or entity designated by the City, and shall use its best efforts to effect the orderly and efficient transfer of servicing to a new Servicer designated by the City, including preparation of accounting statements in such form as may be requested by the City.



- (d) No waiver by any party of any covenant or condition of this Servicing Agreement shall be valid unless in writing and signed by the party so waiving.
- (e) This Servicing Agreement is made and entered into in the State of Illinois and all questions relating to the validity, construction, performance and enforcement hereof shall be governed by the laws of the State of Illinois.
- (f) Invalidation of any one of the provisions of this Servicing Agreement, by judgment or court order, shall in no way affect any other provisions herein contained, which provisions shall remain in full force and effect.
- (g) Servicer may assign this Servicing Agreement and its duties hereunder only with the prior written consent of the City and Department.

ARTICLE V: REMEDIES

Section 5.01. Remedies. In the event that Servicer defaults in the observance or performance of any covenant or condition in this Servicing Agreement, then the City shall be entitled to all remedies, at law or in equity, including but not limited to the right to terminate this Servicing Agreement, and upon such termination, Servicer shall have no further rights pursuant hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered all as of the date above written.

CITICORP SAVINGS OF ILLINOIS

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

CITY OF CHICAGO  
DEPARTMENT OF HOUSING

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

July 9, 1984

COMMUNICATIONS, ETC.

7901

*Referred--*MAYOR'S APPOINTMENT OF JOHN G. AGRELA TO  
BUILDING BOARD OF APPEALS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 1984.

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

LADIES AND GENTLEMEN--I herewith appoint John G. Agrela to the Building Board of Appeals to succeed Charles Loverde, Jr. for a term expiring April 21, 1986.

Your favorable consideration of this appointment is requested.

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

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*Referred--*MAYOR'S APPOINTMENT OF ROBERT C. HOWARD AS  
MEMBER OF BOARD OF MUNICIPAL INVESTIGATIONS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 1984.

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

LADIES AND GENTLEMEN--I herewith appoint Robert C. Howard as a member of the Board of Municipal Investigations to succeed Dr. Herbert Odom for a term expiring April 12, 1985.

Your favorable consideration of this appointment is requested.

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

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*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 200.1  
RELATING TO CHICAGO TRANSACTION TAX.

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

July 9, 1984.

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

July 9, 1984

LADIES AND GENTLEMEN--At the request of the Acting Director of Revenue, I transmit herewith an ordinance amending the Chicago Transaction Tax Ordinance, Chapter 200.1 of the Municipal Code of Chicago. The ordinance provides for an annual payment of the transaction tax where the amount due is less than \$20 per month.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE  
OF INDUSTRIAL REVENUE BOND FOR PROJECT BY  
LAWSON NATIONAL DISTRIBUTING CO.

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

July 9, 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 Economic Development, I transmit herewith an ordinance providing for the final approval of an industrial revenue bond in the amount of \$500,000 for the construction of a project by Lawson National Distributing Co.

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 AMENDMENT NO. 1  
TO 63RD-STONY ISLAND REDEVELOPMENT PLAN.

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

July 9, 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 to approve Amendment No. 1 to the 63rd-Stony Island Redevelopment Plan. This amendment would approve more flexible land use controls for the area south of 63rd Street.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting on May 15, 1984, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

July 9, 1984

COMMUNICATIONS, ETC.

7903

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  
REDEVELOPMENT AGREEMENT RELATING TO DIVISION  
STREET MEDICAL CENTER.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with developer of the Division Street Medical Center, in the amount of \$241,800, to rehabilitate property located at 1714 West Division into a professional medical center.

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 REDEVELOPMENT AGREEMENT FOR  
WILLIAM J. WEINKE.

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

July 9, 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 Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with William J. Weinke in the amount of \$290,000, to help finance the renovation and rehabilitation of property at 3140 West Armitage Avenue into a commercial shopping center.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF  
URBAN DEVELOPMENT ACTION GRANT APPLICATION FOR  
ASHLAND/WELLINGTON NEIGHBORHOOD  
COMMERCIAL DEVELOPMENT  
PROJECT.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Planning, I am transmitting herewith an ordinance authorizing the filing of an Urban Development Action Grant application for the Ashland/Wellington Neighborhood Commercial Development Project.

Your favorable consideration of this ordinance is greatly appreciated.

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

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*Referred--*PROPOSED ORDINANCE TO APPROVE CONVEYANCE OF  
PROPERTY AT 6337 S. HERMITAGE AV. TO  
DARLENE PATILLO.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 am transmitting herewith copies of an ordinance to convey property located at 6337 South Hermitage to Darlene Patillo under the Rehabilitation of HUD-owned Properties Program.

Your favorable consideration of this ordinance will be greatly appreciated.

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

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*Referred--* PROPOSED ORDINANCE TO AUTHORIZE ACQUISITION  
AND RECONVEYANCE OF PROPERTIES FOR URBAN  
HOMESTEADING PROGRAM.

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

July 9, 1984

COMMUNICATIONS, ETC.

7905

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 am transmitting herewith copies of an ordinance, "Authorizing Acquisition and Reconveyance of Properties for the Urban Homesteading Program."

This ordinance is applicable to the property located at 6350 South Hoyne, in the 15th Ward for a J.D. Richmond.

Your favorable consideration of this ordinance will be greatly appreciated.

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

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*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF LAND  
IN SOUTHEAST ENGLEWOOD URBAN RENEWAL PROJECT  
(PARCEL B-6).

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 9, 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 Southeast Englewood Urban Renewal Project (Parcel B-6, 7051-7059 South Wentworth Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting on June 19, 1984, 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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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:

"Financial Fitness Week in Chicago":  
June 4-9, 1984;

"America in Chicago Days":  
June 14 - July 4, 1984;

"Illinois Fiesta Educative Days in Chicago":  
June 16 and 17, 1984;

"TJ's 10K for Misericordia Day in Chicago":  
June 17, 1984;

"Andhra Pradesh Day in Chicago":  
June 17, 1984;

"Physical Therapy Week in Chicago":  
June 17-23, 1984;

"Alexian Brothers Day in Chicago":  
June 17, 1984;

"Gay Pride Week in Chicago":  
June 17-24, 1984;

"Gay Pride Day in Chicago":  
June 24, 1984;

"Gladys Knight Day in Chicago":  
June 17, 1984;

"El Al Israel Airlines Day in Chicago":  
June 18, 1984;

"Midway Metrolink/Midway Airport Appreciation Day in Chicago":  
June 20, 1984;

"Chicago Friendship Week":  
June 22-28, 1984;

"Grant Park Concerts Day in Chicago":  
June 22, 1984;

"Jesse Owens Games Day in Chicago":  
June 23, 1984;

"Norman LaHarry Scholarship Foundation's Golf Classic Day in Chicago":  
June 24, 1984;

"Seaway 25th Anniversary Week in Chicago":  
June 24-30, 1984;

"Chicago Urban League Day in Chicago":  
June 27, 1984;

"Laval Dental Day":  
June 29, 1984;

"Black On Black Love Clean-Up Day in Chicago":  
June 30, 1984;

"Louis Duman Day in Chicago":  
July 1, 1984;

"St. Columbanus Parish Day":  
July 1, 1984;

"Armenian Junior Olympics Week in Chicago":  
July 1-7, 1984;

"Second Annual Brighton Lithuanian Fair Day in Chicago":  
July 7, 1984;

"Kup's Fortieth Annual Purple Heart Cruise Day in Chicago":  
July 19, 1984;

"Information Systems Day in Chicago":  
July 19, 1984;

"National Black United Front Day in Chicago":  
July 21, 1984;

"Child Car Safety Week in Chicago":  
July 22-28, 1984;

"North Dearborn Association Garden Walk Day":  
August 5, 1984;

"Bud Billiken Day in Chicago":  
August 11, 1984;

"Wicker Park Days in Chicago":  
August 18 and 19, 1984;

"Grandparents Day in Chicago":  
September 9, 1984.

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*Acceptances and Bonds Under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Beverly Bank: Acceptance and bond under an ordinance passed on March 30, 1984 (pedestrian bridge); filed on July 5, 1984;

The Chicago Club: Acceptance and bond under an ordinance passed on March 30, 1984 (vaults); filed on July 5, 1984;

Dominicans, Province of Saint Albert the Great, U.S.A.: Acceptance and bond under an ordinance passed on March 30, 1984 (communications cables); filed on June 27, 1984;

Joseph T. Ryerson and Son, Inc.: Acceptance and bond under an ordinance passed on May 9, 1984; (pneumatic tube system); filed on July 5, 1984;

University of Chicago: Acceptance and bond under an ordinance passed on December 28, 1983 (tunnel); filed on July 5, 1984.

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*State Approval of Ordinance for Traffic Lane Line  
Maintenance for Year 1984.*

Also a communication from Sigmund C. Ziejewski, District Engineer, dated June 14, 1984, announcing that the Department of Transportation of the State of Illinois has approved the ordinance passed by the City Council on April 13, 1984, appropriating Motor Fuel Tax Funds for Traffic Lane Line Maintenance for Year 1984.

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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 June 20, 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 July 6, 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 June 20, 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 July 6, 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:

*Executive Order 84-3, Establishing Chicago  
Tourism Council.*

A communication from Honorable Harold Washington, Mayor, transmitting Executive Order 84-3 concerning the establishment of a Chicago Tourism Council, which was *Placed on File*.

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*Executive Order 84-4 Establishing Benefits  
Committee, Etc.*

Also a communication from Honorable Harold Washington, Mayor, transmitting Executive Order 84-4 concerning the establishment of a Benefits Committee and providing for the administration of the medical care, dental care and vision care plans for City employees, which was *Placed on File*.

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*Reports of City Treasurer for Various Funds.*

Also a communication from Cecil A. Partee, City Treasurer, addressed to the City Clerk under date of June 27, 1984, transmitting the following reports which were *Placed on File*:

Report on Examination as of June 30, 1983;

Condensed Report on Examination as of the close of business June 30, 1983;

Employees' Pension Funds as of the close of business June 30, 1983.

Report on Examination as of December 31, 1983;

Condensed Report on Examination as of the close of business December 31, 1983;

Employees' Pension Funds as of the close of business December 31, 1983.

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*Report on "Calumet Skyway Toll Bridge".*

Also a communication from Walter K. Knorr, City Comptroller, addressed to the City Clerk, transmitting a copy of the certified report prepared by Laventhol & Horwath for the year ending December 31, 1983.--*Placed on File*.

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*Annual Report of Chicago-O'Hare International Airport.*

Also the annual report of Chicago-O'Hare International Airport submitted by Walter K. Knorr, City

Comptroller, for the year ended December 31, 1983.--*Placed on File.*

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*Quarterly Report of Office of Municipal Investigation.*

Also a report filed in the Office of the City Clerk on June 28, 1984, submitted by Russell H. Levy, Board Chairman, transmitting the quarterly report of the Board of the Office of Municipal Investigation for the period ended April 16, 1984, which was *Placed on File.*

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*Annual Actuarial and Cash Report of Policemen's Annuity and Benefit Fund.*

Also the Annual Actuarial Statement of the Policemen's Annuity and Benefit Fund of Chicago submitted by Richard J. Jones, Executive Director, as prepared by Donald F. Campbell, Actuary, and the Annual Report for the Year 1983 of the Policemen's Annuity and Benefit Fund.--*Placed on File.*

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*Inspection Reports of Municipal Lockups of Illinois Dept. of Corrections.*

Also the annual inspection reports of the municipal lockups, which was submitted by Robert H. Klemm, Deputy Director, Bureau of Inspections and Audits of the Illinois Department of Corrections.--*Placed on File.*

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*Annual Report for Water Fund.*

Also a communication from John B. W. Corey, Commissioner, transmitting the 1983 audited Annual Financial Report for the Water Fund.--*Placed on File.*

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*Recommendations by Comm. of Dept. of Planning and Zoning Administrator Pertaining to Sundry Proposals for Map Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Elizabeth Hollander, Commissioner of Planning, under date of June 29, 1984, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on June 28, 1984, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.--*Placed on File.*

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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:

McDonald's Corporation--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 24-G bounded by

a line 409.60 feet north of W. 96th Street; S. Halsted Street; W. 96th Street; and the alley next west of S. Halsted Street;

Metropolitan Fair and Exposition Authority--to classify as a Business Planned Development instead of C3-5 and C3-7 Commercial Manufacturing and M1-3 and M1-4 Restricted Manufacturing Districts the area shown on Map Nos. 4-E and 6-E bounded by

(i) Tract "A" - Air rights parcel located approximately 30 feet above Chicago City Datum and generally bounded by Cullerton Street (also known as 20th Street) on the north, a line south of and parallel to and approximately 30 feet from the south edge of the 23rd Street bridge on the south, the west boundary line of the Railroad right-of-way on the west and the easternmost operating line of the Railroad on the east; etc.

Northwest Highway Venture--to classify as an M1-1 Restricted Manufacturing District instead of a C1-1 Restricted Commercial District the area shown on Map No. 15-N bounded by

Northwest Highway; a line 270 feet northwesterly of the center line of N. Newark Avenue; N. Newark Avenue; a line 211.35 feet southeasterly of and parallel to the center line of N. Newark Avenue; a line 105.41 feet southwest of and parallel to Northwest Highway; N. Newark Avenue; a line 306.40 feet northwesterly of N. Newark Avenue; and Northwest Highway;

Private Satellite Network, Inc.--to classify as a Communications Planned Development by supplementing all the B6-7 Restricted Central Business District symbols as shown on Map No. 1-E in area bounded by

Wacker Drive on the north; State Street on the west; East Haddock Place (Public Alley) on the south; and a line parallel to and 181 feet 5 inches east of State Street on the east;

Seventh Dunkin' Donuts Realty, Inc.--to classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map No. 14-I bounded by

W. 61st Street; S. Western Avenue; a line 99.87 feet south of and parallel to W. 61st Street; and the alley next west of and parallel to S. Western Avenue.

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*Notice of Protest Against Reclassification of Area  
at Specified Location.*

Also a notice of protest filed in the City Clerk's Office by Burke and Ryan, attorneys, in the matter of reclassifying the area bounded by E. Walton Street; N. Michigan Avenue; E. Delaware Place; etc.--  
-Referred to the Committee on Zoning.

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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:

Allstate Insurance Co. (2) John Battle and Herman Schwendeman, American Ambassador Cas. Co. and Eddie Clark, Anderson R., Ashley Nancy Gaskin, Atlas Market Co. (2);

Bern Electric Inc. (2), Boyajian Karney, Bridges Jacqueline, Byczek Martin J.;

Cassidy Matt, CNA Ins. Co. and Daniel Maxine, Colonial Penn Ins. Co. and Charles Stimpson, Creiger Donna;

Dabul Kevin, Depa Anthony, Dixon James M.;

Economy Fire & Cas. Co. and Darryl Phillip Butler, Estrada Jesus;

Fowler Robert M., Franche Ely;

Giannola Joseph F., Globe Glass & Mirror Co., Gombash James A., Gumtrontip P, Guy Reginald A., Gwynn Ethely;

Harris Bernadette, Harvey William, Hugh Steven;

Illinois Dept. of Transportation (2);

Jarmen Marie, Jendrusiak Angela, Johnson Charles A. III, Johnson Imogene;

Kaminsky Joseph, Kucik Dolores M.;

Longwood Drive Service Station, Lumbermens Mutual Cas. Co. and Howard Weil;

Maher James, Mahon Thomas, Marlas Jim, Mertz Arthur, Meza Arthur, Micheff Michael S., Miksis Anna, Mixon Lydia, Moore Milton Jr., Morris James, Morsi Dr. H./Crawford Animal Hospital, Moss Brad W., Myers Harry;

Northwestern National Ins. and J. Alan Wheatland, Nash Virginia;

Peoples Gas Light and Coke Co. (2), Petke Irene Diamond, Prieto Teodulo, Prime, Inc.;

Recovery Services International (2) Chicago Title & Trust Co. and Doners Trust & Savings Bank, Reynolds Delores, Rinaldi William, Ron's Towing Service;

S. I. Jacobson Mfg. Co., Simons Peter, Smith Josephine R., Spann Mary, Stamatakis G., State Farm Ins. Co. (3) David Badal, Dan Hermiz and Norbert Pawlak;

Tarailo Neb M., Triumph Church;

Underwriters Adjusting Co. and Edward Bartkowiak;

White Graham A.

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*Placed on File*--NOTIFICATION AS TO SELECTION OF PROXY  
TO AFFIX SIGNATURE OF CITY COMPTROLLER TO  
MULTIFAMILY REVENUE BONDS,  
SERIES 1984.

The City Clerk transmitted the following communication, which was *Placed on File*:

OFFICE OF THE COMPTROLLER  
CITY OF CHICAGO

July 9, 1984.

NOTICE OF DESIGNATION OF PROXY.

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

LADIES AND GENTLEMEN--Please take notice that I have selected and do hereby designate CHARLES A. WHELPLEY as my proxy for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to not to exceed \$16,759,630.26 aggregate principal amount of Multifamily Mortgage Revenue Bonds, Series 1984 (FHA Insured Mortgage Loan - The Hermitage on Huron Project), authorized to be issued pursuant to an ordinance adopted by the City Council of the City of Chicago on June 20, 1984, the Supplemental Loan Agreement, the Bond Purchase Agreement, the Trust Indenture, the Regulatory Agreement as to Tax Exemption and to any other instrument, agreement, certificate or document required to be signed by the City Comptroller pursuant to such ordinance.

Appended hereto is a written signature of my name as the same will appear on such Bonds and other instruments, agreements, certificates and documents as executed by said CHARLES A. WHELPLEY, and with the Proxy's signature underneath, all as required by law.

Very truly yours,  
(Signed) WALTER K. KNORR,  
*City Comptroller.*

[Signatures appended as stated.]

**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 for Residential Energy Conservation Loan Funds  
to City Residents and also Designating Commissioners of  
Departments of Housing and Planning as Members of  
Board.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the Commissioner of the Department of Housing to contract with Residential Energy Conservation Loan Fund which will make low interest loans to residents of the City of Chicago for installation of energy conservation devices, and also designating the Commissioners of the Departments of Housing and Planning as members of the board of the fund.

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

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

*Nays*--None.

The following is said ordinance as passed:

WHEREAS, The cost of heating residential homes and apartments in Chicago has increased substantially; and

WHEREAS, It is desirable that citizens of Chicago implement and install cost effective energy conservation measures, including but not limited to modifications to buildings to control infiltration of cold air and retard conductive heat loss, and improvement of heating systems and domestic hot water heaters to improve their efficiency; and

WHEREAS, Many residents of Chicago who are interested in installing energy conservations mechanisms do not have the money to install the same, and therefore are not reaping the benefit of this cost-effective technology; and

WHEREAS, The Illinois Commerce Commission has directed The Peoples Gas Light and Coke Company ("Peoples Gas") to develop energy conservation programs that will help reduce residential consumers' energy consumption; and

WHEREAS, The City Council of Chicago by an ordinance passed May 26, 1983, authorized that a Year IX Final Statement for Community Development Block Grant ("CDBG") Entitlement be submitted to the federal government ("Final Statement"), which Final Statement proposed that a portion of Year IX CDBG funds be allocated for low-interest loans for improvement of structural systems in residential structures; and

WHEREAS, The City of Chicago's application for entitlement funds under the Year IX Community Development Block Grant Program, which has been approved, allocated \$2.5 million to a residential energy conservation program; and

WHEREAS, In response to the City Council's submission of the Final Statement for Year IX CDBG

funds, on August 2, 1983 a Letter of Intent between The Peoples Gas Light & Coke Company and the City of Chicago ("Letter of Intent") was signed by the Mayor on behalf of the City of Chicago, and by President Eugene A. Tracy on behalf of the Peoples Gas Light & Coke Company ("the Parties"); and

WHEREAS, In the Letter of Intent the Parties stated their intention to create a Residential Energy Conservation Loan Fund consisting of \$15 million, \$10 million of which would be made available by Peoples and \$5 million by the City; and

WHEREAS, As the Letter of Intent further stated that the purpose of which Fund would be to provide: (1) capital for loans at below market interest rates, and (2) funds to cover costs of administration and marketing of loans for cost-effective energy conservation measures in residential buildings, thereby reducing participating consumers' energy consumption and creating jobs; and

WHEREAS, Peoples Gas has proposed to make available \$10,000,000 for inclusion in a Conservation Loan Fund for residents of the City of Chicago on the condition that the City of Chicago participate in the loan program; and

WHEREAS, On December 27, 1983 Peoples Gas and the City of Chicago prepared a Request for Proposals which solicited proposals from qualified organizations and financial institutions to perform administrative services for the Fund, which would initially consist of \$15 million, \$10 million made available by Peoples Gas and \$5 million by the City; and

WHEREAS, The Request for Proposals further stated that of the \$5 million to be provided by the City of Chicago \$2.5 million would be allocated from Year IX CDBG funds; and

WHEREAS, On March 14, 1984, Peoples Gas and the City of Chicago selected Neighborhood Housing Services of Chicago (NHS) and Community Investment Corporation (CIC) as co-administrators of the Fund; and

WHEREAS, It is in the best interest of the City of Chicago that a Residential Energy Conservation Loan Fund be implemented to make available low-interest loans to Chicago residents for the purpose of installing cost-efficient energy conservation measures to make their homes more energy efficient and thereby help conserve energy; and

WHEREAS, Peoples Gas and the City of Chicago propose to charter a not-for-profit corporation, to be known as the Residential Energy Conservation Loan Fund ("the Fund"), the proposed by-laws of which are attached as Exhibit 1; and

WHEREAS, The Fund will enter into an agreement with the administrators to implement the low-interest loan program utilizing monies made available by Peoples Gas and the City; said agreement to be substantially in the form of Exhibit 2 attached hereto; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Housing for the City of Chicago be authorized to enter into a contract with the Fund in substantially in the form as Exhibit 3 attached hereto, for oversight and administration of the joint participation by the City and Peoples Gas in the Residential Energy Conservation Loan Fund, which shall include the \$2.5 million from Year IX Community Development Block Grant Funds.

SECTION 2. That the Commissioner of Housing and the Commissioner of Planning of the City of Chicago, or their designees, be designated as Directors of the Board of the Fund.

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

[Exhibits 1, 2 and 3 are printed on pages 7914  
thru 7963 of this Journal.]

## EXHIBIT 1

DRAFT 6/4/84

BY-LAWS  
OF  
RESIDENTIAL ENERGY  
CONSERVATION LOAN FUND

## ARTICLE I

Offices

The corporation shall maintain in the State of Illinois a registered office and a registered agent at such office, and may have other offices within or without the state.

## ARTICLE II

Members

Section 1. MEMBERS. The Corporation shall have five classes of members. Class A members shall consist of one member who shall be The Peoples Gas Light and Coke Co., an Illinois corporation. Class B members shall consist of one member who shall be the City of Chicago, Illinois, a municipal corporation. Class C members shall consist of one member who shall be the Chicago Energy Commission, an unincorporated association. Class D members shall consist of one member who shall be the Illinois Commerce Commission, an Illinois state agency. Class E members shall consist of one member who shall be a community-based organization chosen by the Mayor of the City of Chicago to serve as a member for a term of one year. Successors to members in any class shall be elected as provided in Section 7 of Article II of these by-laws.

Section 2. TRANSFER OF MEMBERSHIP. Membership in the corporation is not transferable or assignable.

Section 3. NO MEMBERSHIP CERTIFICATES. No membership certificates of the corporation shall be required.

Section 4. VOTING RIGHTS OF MEMBERS. Class A members and Class B members shall each be entitled to elect two directors. Class C members shall be entitled to elect one director. Members shall otherwise have no voting rights.

Section 5. ACCEPTANCE OF MEMBERSHIP. A member shall signify its acceptance of membership in this corporation by the election of directors or the designation of representatives to attend meetings of directors, or by any other participation in the management of the affairs of this corporation.

Section 6. TERMINATION OF MEMBERSHIP. A member may terminate membership in this corporation by giving written notice to the Secretary of the corporation. However, such notice shall not relieve the terminating member of the obligation to pay any obligations of membership theretofore accrued but unpaid.

Section 7. VACANCIES IN MEMBERSHIP. If a vacancy shall exist in the Class A member for any reason, the Class B members shall be authorized to elect a new member for Class A. If a vacancy shall exist in the Class B members, the Class A members shall be authorized to elect a new member for Class B. If a vacancy shall exist in the Class C, or Class D members for any reason, the board of directors shall elect a new member for the class where there is a vacancy. A vacancy of the Class E member shall be filled by a community based organization selected by the Mayor of the City of Chicago.

Section 8. ANNUAL MEETING OF MEMBERS. A regular annual meeting shall be held on the 1st Monday in December, annually beginning in 1985, or at such other time as may be determined by the board of directors and specified in a written or printed notice directed to all members and delivered not less than five nor more than forty days before the date specified for the meeting. Public notice shall be given at the beginning of each calendar or fiscal year and shall state the date, time and place of such meeting.

### ARTICLE III

#### Board of Directors

Section 1. GENERAL POWERS. The affairs of the corporation shall be managed by its board of directors.

Section 2. NUMBER AND TENURE. The number of directors shall be five. The directors of the Corporation shall be elected as follows: The Class A member shall elect two directors. The Class B member shall elect two directors who shall be the Commissioner of Housing and the Commissioner of Planning or their designees. The Class C member shall elect one director. Each director shall hold office until the next



annual meeting of members and until his successor shall have been duly elected or appointed. Directors need not be residents of Illinois.

The Class D and Class E members shall be entitled to notice of all directors meetings and to each designate one representative who shall be entitled to attend directors meetings.

Section 3. REGULAR MEETINGS. The board of directors may provide by resolution the time and place for the holding of regular meetings of the board.

Section 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

Section 5. NOTICE. Public notice of all meetings (whether open or closed to the public) shall be given as follows:

(1) The regular meetings of the board of directors shall be given public notice at the beginning of each calendar or fiscal year and shall state the regular date, time, and place of such meeting.

(2) Public notice of any special meeting of directors or members except a meeting held in the event of an emergency, or of any rescheduled regular meeting, or of any reconvened meeting, shall be given at least 24 hours before such meeting. However, this requirement of public notice of reconvened meetings does not apply to any case where the meeting was open to the public and (1) it is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda. Notice of an emergency meeting shall be given as soon as practicable, but in any event prior to the holding of such meeting, to any news medium which has filed a request for notice of such notices.

(3) Public notice shall be given by posting a copy of the notice at the Peoples Gas Building,

122 South Michigan Avenue, Chicago, Illinois or  
if the meeting is held at another building, such  
building's premises.

Notice of any special meeting of the board of directors shall be given at least two days previously thereto by written notice to each director and each Class D and E member at the address shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Notice of any special meeting of the board of directors may be waived in writing by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

Section 6. QUORUM. Four of the members of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board, provided that if less than four of the directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice. If a vacancy shall occur with respect to both of the directors elected or appointed by either the Class A member or the Class B member, a quorum shall consist of 4 members for a period of 10 calendar days after such vacancies. If both directorships remain vacant after the expiration of 10 calendar days, a quorum shall consist of a majority of the remaining directors. Representatives of Class D and E members shall not be counted in determining the presence of a quorum, and shall not be entitled to vote on any matter coming before the board of directors. If there is a vacancy in the Class A or Class B members, a majority of the remaining directors shall constitute a quorum.

Section 7. MANNER OF ACTING. The act of four of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these by-laws or the articles of incorporation. However, if a quorum shall consist of less than 4 directors pursuant to Section 6 of this Article, the act of a majority of the remaining directors shall constitute the act of the corporation.

Section 8. VACANCIES. Any vacancy occurring in the board of directors shall be filled by the member which elected the director whose resignation, death, or removal created the vacancy. A director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

Section 9. COMPENSATION. Directors shall not receive any stated salaries for their services.

#### ARTICLE IV

##### Officers

Section 1. OFFICERS. The officers of the corporation shall be a president, one or more vice presidents (the number to be determined by the board of directors), a treasurer, a secretary, and such other officers as may be elected by the board of directors from amongst their members. Officers whose authority and duties are not prescribed in these by-laws shall have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more offices may be held by the same person.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the board of directors at the first regular meeting of the board of directors following the annual meeting of members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

Section 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the affirmative votes of four members of the board of directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he shall (a) be in charge of the business and affairs of the corporation; (b) see that the resolutions and directives of the board of

directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the board of directors; and (c) discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors. He shall preside at all meetings of the board of directors. He shall execute for the corporation any contracts, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution with or without the seal of the corporation and either individually or with any other officer authorized by the board of directors, according to the requirements of the form of the instrument.

Section 5. VICE-PRESIDENT. The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents, in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of the seniority of tenure) shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president.

Section 6. TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) be responsible for oversight of corporate funds held in bank accounts selected by the board of directors and be responsible for the receipt and disbursement of funds in the accounts; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine.

Section 7. SECRETARY. The secretary shall: (a) record the minutes of the meetings of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation; (d) keep

a register of the post office address of each member which shall be furnished to the secretary by such member; and (e) perform all other duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or by the board of directors. If required by the board of directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

## ARTICLE V

### Committees

Section 1. COMMITTEES OF DIRECTORS. The board of directors, by resolution adopted by four of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the board of directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed upon it or him by law.

Section 2. TERM OF OFFICE. Each member of a committee shall continue as such until the first meeting of the board of directors following the annual meeting of members of the corporation and until his successor is duly elected or appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. CHAIRMAN. One member of each committee shall be appointed chairman.

Section 4. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 5. QUORUM. Unless otherwise provided in the resolution of the board of directors designating a committee, a

majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6. RULES. Each committee may adopt rules for its own government not inconsistent with these by-laws or with rules adopted by the board of directors.

## ARTICLE VI

### Contracts, Checks, Deposits and Funds

Section 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the corporation.

Section 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select. Any funds of the corporation relating to the Chicago Multi-Family Program shall be deposited in depositories approved for deposit of City of Chicago funds.

Section 4. GIFTS; DISCLOSURE OF DONORS' NAMES. The board of directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation. The names and addresses of all persons making contributions, gifts, bequests or devises to the corporation shall be publicly disclosed in such manner as the board of directors may from time to time determine or as may be required by law.

## ARTICLE VII

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

## ARTICLE VIII

Fiscal Year

The fiscal year of the corporation shall end on the 30th day of September.

## ARTICLE IX

Indemnification

Section 1. DIRECTORS AND OFFICERS. (a) The corporation shall indemnify any person who was or is a party, or is threatened to be made party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the corporation against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interest of the corporation, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, unless and only to the extent that the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(c) To the extent that any person referred to in paragraphs (a) and (b) has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to therein or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by a majority vote of the members.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer by or on behalf of whom such expenses are incurred to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as provided in this article.



(f) The indemnification provided by this article shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, by-law, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The corporation shall have power to and shall purchase and maintain insurance on behalf of any person who is or was a director, or officer, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this article.

#### ARTICLE X

##### Seal

The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois."

#### ARTICLE XI

##### Waiver of Notice

Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the by-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XII

##### Amendments

The power to alter, amend, or repeal the by-laws or adopt new by-laws shall be vested in the board of directors. Such action may be taken at a regular or special meeting for

which written notice of the purpose shall be given. The bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

## EXHIBIT 2

Doc. 4187U

6/04/84

MULTIFAMILY PROGRAM  
ADMINISTRATION AGREEMENT

This Multifamily Program Administration Agreement (this "Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 1984, by and between the Residential Energy Conservation Loan Fund ("Fund"), an Illinois not-for-profit corporation, and Community Investment Corporation ("CIC"), an Illinois not-for-profit corporation:

W I T N E S S E T H:

That in consideration of their mutual promises hereinafter set forth, the parties agree as follows:

## ARTICLE I

Definitions

As used in this Agreement, the terms listed below shall be defined as follows:

"Administrative Expenses" means those expenses that are incurred by the Administrator on behalf of the Fund in connection with the operation of the Multifamily Program.

"Administrative Expense Budget" means that document (Exhibit A to the Fund Grant Agreement) setting out the projected expenses required to deliver the Multifamily Program and the Single Family Program.

"Administrator" means CIC, in its capacity as Administrator of the Multifamily Program.

"Applicant" means an applicant for a loan under the Multifamily Program.

"Borrower" means a borrower who has received a loan under the Multifamily Program.

"Building" means the structure that is the object of retrofitting with ECM.

"Chicago Multifamily Program" means that portion of the Multifamily Program that is financed by the City of Chicago.

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"City" means the City of Chicago, a municipal corporation.

"CNT" means the Center for Neighborhood Technology, an Illinois not-for-profit corporation.

"ECM" means energy conservation measures designated by the Fund under this Agreement as qualifying for use in retrofitting buildings with monies loaned by the Fund.

"Energy Audit" means an audit designed by CNT in accordance with the specifications attached to that certain agreement dated March 14, 1984 between CIC and NHS and acknowledged by CNT.

"Fund Grant Agreement" means that certain Fund Grant Agreement of even date herewith among the Fund, CIC and NHS.

"Income Funds" means the income funds created and maintained pursuant to Section 2.3 of the Fund Grant Agreement.

"Loan Agreement" means that certain Loan Agreement of even date herewith between the Fund and Peoples.

"Multifamily Program" means the program pursuant to which the Fund will make loans to owners of five to forty-nine unit residences receiving gas service from Peoples, where such loan proceeds are to be used to finance projects that are reasonably expected to result in a conservation of gas consumed in such residences.

"NHS" means Neighborhood Housing Services of Chicago, Inc., an Illinois not for profit corporation.

"Peoples" means The Peoples Gas Light and Coke Company, an Illinois corporation.

"Peoples Grant Agreement" means that certain Peoples Grant Agreement of even date herewith among Peoples, CIC and NHS.

"Peoples Multifamily Program" means that portion of the Multifamily Program that is financed by Peoples.

"Principal Funds" means the principal funds created and maintained pursuant to Section 2.2 of the Fund Grant Agreement.

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"Residential Energy Conservation Loan Fund Program" means collectively, the Single Family Program and the Multifamily Program.

"Single Family Program" means the program pursuant to which the Fund will make loans to owners of one to four unit residences receiving gas service from Peoples, where such loan proceeds are to be used to finance projects that are reasonably expected to result in a conservation of gas consumed in such residences.

## ARTICLE II

Section 2.1 Purpose. To provide an efficient and cost-effective administration of the Multifamily Program under which the Administrator will take capital provided by the Fund and make loans at below-market interest rates to customers of Peoples to retrofit their premises with energy conservation measures commensurate with the conservation needs of each premises.

Section 2.2. Obligation to Provide Loan Funds and Pay Administrative Expenses.

Fund agrees:

A. To make available to the Administrator monies from the Principal Fund relating to the Peoples Multifamily Program for the Administrator to make loans at below-market interest rates on behalf of the Fund to owners of five to forty-nine unit residential buildings as provided for hereinafter.

B. To employ Administrator to deliver the Multifamily Program under the provisions set out hereinafter, for the total sum of \$2.8 million (the total of the Administration Expense Budget for the Multifamily Program) or such lesser sum as may be the documented actual costs incurred by Administrator for the Multifamily Program.

C. Seven-twelfths of the Administrative Expenses shall be paid by the Fund from the Income Fund relating to the Peoples Multifamily Program pursuant to the Fund Grant Agreement and, to the extent that said Income Fund is insufficient to pay seven-twelfths of the Administrative Expenses, by Peoples pursuant to the Peoples Grant Agreement. Five-twelfths of the Administrative Expenses shall be paid from the Income Fund relating to Chicago Multifamily Program pursuant to the Fund Grant Agreement, provided that such amount

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shall not exceed five-twelfths of the total amount of the Administrative Expense Budget for the Multifamily Program.

Section 2.3 Term. The term of this Agreement shall be for the period of three years commencing on \_\_\_\_\_ unless sooner terminated as provided herein.

Section 2.4 Termination.

A. This Agreement may be terminated prior to its expiration under any of the following circumstances:

- (1) At such time during the term of this Agreement the Fund, after making its quarterly review of the operations of the Administrator, finds that the Administrator is not adequately performing its duties and obligations under this Agreement, it may terminate this Agreement sixty (60) days from the date written notice is given the Administrator. This decision to terminate shall be in the sole discretion of the Fund.
- (2) At such time as the Fund is notified by Peoples that an Event of Default as set out in Section 6.1 of the Loan Agreement has occurred and, further, that the Note (provided for in the Loan Agreement) and interest then accrued is due and payable by the Fund.
- (3) At such time as the Fund determines that the bad debt resulting from loans to borrowers under the Multifamily Program has reached a level that necessitates termination.
- (4) At such time as the Fund, in its sole opinion, determines that an insufficient number of loans are being placed to justify the continuation of the Multifamily Program.
- (5) At such time as the Fund in its sole discretion determines that the activities engaged in by CIC or an affiliate of CIC which are not covered by this Agreement will undermine the operation of or public confidence in the Multifamily Program or substantially interfere with accomplishing its intended purpose. As used in this subparagraph (5), the term "affiliate" means an entity which controls or is controlled by or is under common control with the Administrator.

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The Fund will establish, after consultation with the Administrator, standards to be employed by the Fund in making the findings and determinations under subparagraphs (1), (3), (4) and (5) of this paragraph.

B. The Fund shall immediately notify the Administrator upon making a finding or determination regarding termination under this Section or upon receipt of notification under paragraph A(2) of this Section. Promptly thereafter, the Fund shall consult with the Administrator regarding such finding, determination or notification, as well as a good faith determination of possible remedies relating thereto. If appropriate, the Fund shall establish a period during which remedial actions may be pursued by the Administrator. The Fund, in its sole judgment, shall make the final determination regarding termination under this Section.

C. Promptly after a final decision by the Fund to terminate this Agreement, the Administrator shall provide to the Fund a list of loans in process and a plan for winding down the program including reimbursement of Administrative Expenses relating thereto. The Fund shall pay to the Administrator the amount which the Fund, in its sole judgment, determines to be reasonable winding down expenses that will be incurred by the Administrator.

Section 2.5 Suspension. The approving of loan applications and the closing of loans for which a commitment letter has not been issued under the Multifamily Program will be immediately suspended by Administrator without the need for any authorization by the Fund under the following conditions: if at any time (a) loans representing 20% of the total principal of loans outstanding under the Multifamily Program are 90 days or more in default (excluding loans declared by the Fund to be uncollectible), or (b) 20% of the total number of loans outstanding under the Multifamily Program are 90 days or more in default (excluding loans declared by the Fund to be uncollectible). The Administrator shall immediately notify the Fund of suspension and promptly thereafter the Fund shall consult with the Administrator regarding the suspension. The Fund shall use best efforts to arrange a consultation with the Administrator regarding the suspension within 10 working days after receipt of notification. The Fund may direct the Administrator to resume the issuance of loans on behalf of the Fund at any time after reassessment of the administration of the Multifamily Program.

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Section 2.6 Independent Contractor. Administrator shall at all times perform his obligations stated in this Agreement on behalf of the Fund as an independent contractor.

### ARTICLE III

Section 3.1 Operating Procedure. Administrator shall prepare a complete set of operating procedures incorporating the twelve stages of Program delivery noted hereinafter, and submit procedures to the Fund, for its approval prior to commencement of the program. The operating procedures shall incorporate the following requirements:

A. The operating procedure will generally follow twelve (12) stages: Stage 1 -- a preliminary eligibility review ( a preliminary inspection of the owner's premises must be included); Stage 2 -- Application/Credit and Economic Feasibility Analysis; Stage 3 -- Energy Conservation Analysis/Audit and Specifications; Stage 4 -- Applicant Conference; Stage 5 -- Bidding Process and Contractor Selection; Stage 6 -- Contract Execution; Stage 7 -- Underwriting Decision; Stage 8 -- Loan Closed; Stage 9 -- Retrofit Commences with Interim Inspections; Stage 10 -- Final inspection and Disbursements (Partial disbursements may be made during State 8); Stage 11 -- Performance Monitoring; Stage 12 -- Loan Servicing.

B. Applications will be solicited and received on a city-wide basis.

C. Applications will be accepted only from title holders or beneficial owners of low-rise apartment buildings containing 5 to 49 dwelling units, where owner is a customer of Peoples at the building with an acceptable credit history, including having his gas account in a current status.

D. Loans will be awarded on the basis of the following hierarchy of priorities:

- (1) First priority. Buildings in which at least 80% of the units have rents no greater than the following levels:
  - . \$300/month for efficiencies and one bedroom apartments;
  - . \$350/month for two bedroom apartments; and
  - . \$400/month for apartments with three or more bedrooms.



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Buildings which have previously received assistance from the Weatherization Program administered by the City of Chicago Department of Housing (DOH) are also "first priority" buildings. In the latter case, loans will not be made to cover improvements made under the DOH program unless such measures were installed more than three years prior to the date of the loan application.

- (2) Second priority. Other buildings with average rents of less than 125% of the rental levels listed above in subparagraph (1) of this paragraph (D) may be eligible.

E. Each loan will bear a single rate of interest for the term of the loan which rate shall be the rate in effect under the Multifamily Program at the time application for the loan is submitted to the Administrator. The interest rate for the Multifamily Program will be established at the beginning of each year of this Agreement and will be in effect for the following twelve months. Each such rate shall be 65% of the current Federal Home Loan Bank Board's Average Contract Interest Rate for All Loans Closed for All Major Lenders in the Chicago-Gary area, rounded off to the nearest whole percent, provided that any such rates offered shall not be lower than 6% nor higher than 10%, and provided that such rates for the first twelve months of the Agreement shall not exceed 8%.

F. Administrator will arrange for a preliminary inspection of the owner's premises as part of the Stage 1 review.

G. Notice stating eligibility for consideration of a loan or an explanation of ineligibility will be transmitted to the Applicant.

H. A non-refundable application fee at a rate set by the Fund will be charged an Applicant completing Stage 1.

I. A credit check of Applicant will be made.

J. Administrator will arrange for the performance of an Energy Audit of Applicant's building.

K. Administrator will arrange a person to person consultation with the Applicant to explain audit results and Applicant's options.

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L. Administrator will prepare construction specifications incorporating Applicant's choice of eligible ECM's, from a list provided by the Fund, that the results of the Audit have determined to be cost effective for the Owner's premises.

M. Administrator will prepare bid specifications for work Applicant wishes to have done and obtain bids from construction contractors.

N. Loans will not exceed the lesser of \$3,000 per dwelling unit or \$98,000 per building with a maximum term of seven years. The minimum amount of any loan will be \$5,000.

O. Administrator shall apply underwriting criteria to the loan application which will include the following requirements relating to the Applicant's eligibility and the building's eligibility:

- (1) Applicant's eligibility: Applicant's prior credit history must be considered. Adverse credit judgments, bankruptcy, or credit write-offs may be considered as causes for rejection of an application;
- (2) Applicant must have an equity in building of at least 10% unless the ratio of net income of the building to debt service of the building (including the loan applied for under the Multifamily Program) is 1.5:1 or greater, in which case the Applicant's equity in the building may be below 10% but not less than 5%.
- (3) The minimum ratio of net income of building to debt service of building (including conservation loan) must be 1.2:1. However, except in cases where a third mortgage will be accepted, if the Applicant meets or exceeds all other underwriting criteria and would be precluded from qualifying for a loan due to the inability to meet this specific requirement, the Administrator may, under such special cases, waive the minimum ratio of 1.2:1 and consider a minimum ratio of 1:1.
- (4) In cases where the loan exceeds \$10,000, the debt will be secured by issuance of a mortgage on the property by the title holder. A second or third mortgage may be accepted as security.

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- (5) Applicant's management history of the building must be obtained. Failure of Applicant to pay property taxes, neglected necessary maintenance and current collection activity status for unpaid gas utility bills are examples of unacceptable property management by Applicant that will be cause for rejection of application;
- (6) Building Eligibility:
  - (a) Building will be minimum of five and a maximum of 49 dwelling units;
  - (b) Building will be a low-rise structure (approximately four stories or less in height);
  - (c) Building will be in sound structural condition and in basically good repair (a history of serious and uncorrected City building code violations will be cause for rejection);
  - (d) No more than 15% of loan funds may be applied to structural repairs necessary to make energy conservation investment effective unless an exemption from this restriction is made by the Administrator which will then raise said limitation up to 25% of the total amount of the loan.

P. The loan agreement between Fund and Borrower shall contain appropriate provisions to allow Peoples or its representatives to have access to the building to inspect and monitor ECM's both during and after retrofit.

Q. Administrator shall provide at least two on-site inspections per month during construction and a final inspection with Borrower present after completion of the construction.

R. Sign-off by Borrower and Administrator's inspector must accompany certification for payment of contractor.

S. The Administrator shall develop a procedure to resolve complaints stemming from the audit or other aspects of the Multifamily Program and shall have primary responsibility for resolution of any complaints received. A record shall be kept of all complaints and their resolutions.

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T. Within ten working days after the decision to reject an application, the Administrator shall notify the Applicant in writing of the rejection and the reasons therefor. If the customer disagrees with the decision and is not satisfied with the Administrator's explanation, then the Administrator shall, if the customer details the specific reasons for the complaint in writing and requests in writing, bring an appeal to the Fund's attention for further review. If Fund determines that a reasonable basis for the Complaint exists, Fund shall review the denial, and shall complete their review within sixty days of receipt of the appeal. The Administrator will notify the Applicant of the Fund's decision which decision shall be final.

U. Administrator will establish a procedure to monitor effectiveness of installation of ECM's.

V. The Administrator will prepare a list of qualifying contractors from which Borrowers may select contractors. Should the Borrower select a contractor not on the approved list, the contractor must provide the Administrator with information to apply to the criteria listed hereinafter to determine his qualifications in order to be added to the list of qualifying contractors. The criteria to be used by the Administrator in preparing said list are as follows:

- (1) a business office located in the City of Chicago. (Exceptions will be made if an insufficient number of qualified contractors for particular trades are located in the city.) A substantial number of employees should be City residents.
- (2) Meet insurance qualifications: Workers Compensation; General Liability Insurance for not less than \$300,000 for bodily injury or death and property damage; and Automobile Insurance in the amount of \$100,000 per person, \$300,000 per accident, and \$100,000 property damage.
- (3) Have a minimum of three years experience in energy conservation-related work. This will include mechanical systems, energy-related rehabilitation or new construction; or electrical experience and show a successful record of completing projects on time and within budget. Show a successful record of completing projects on time and within budget.

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- (4) In the event that a new company wishes to bid on projects, the principals of the company must show at least three years experience in one or more of three trades.
- (5) A minimum of three references must provide positive evaluations of their experience with the contractor over the previous twelve months.
- (6) A minimum of three credit references must provide a positive indication of the contractor's creditworthiness and capacity to meet financial obligations under the program. In addition, satisfactory bank references must be supplied.
- (7) Show evidence of equal opportunity and affirmative action plans.

W. Administrator will provide for a procedure to process appeals from complaints filed by installing contractors based on allegations of improper denial of initial listing or for subsequent delisting by Administrator.

X. Administrator shall:

- (1) Provide for loan collection including methods of servicing loans and the means by which the loan repayment will be assured.
- (2) Specify party directly responsible for collection.
- (3) Specify procedures for collection.
- (4) Specify procedures and charges for late payment or non-payment and methods of collecting on loans that are in default.
- (5) Specify procedures for timely transfer to Fund of monies collected on loans subject to collection procedures to Fund within five (5) days of receipt by Administrator's loan serving agent.

Section 3.2 Service Delivery Network. The delivery of Multifamily Program will be carried out through a multi-site operation of Energy Centers. Each site will offer one-stop energy conservation loans and technical assistance to eligible property owners. Eight (8) community-based organizations will operate "Community Energy Centers" as subcontractors of the Administrator. In addition, the Administrator will operate a central intake site for those areas of the City not serviced by

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the Community Energy Centers. Technical services will be coordinated, and provided, by the Administrator's prime subcontractor, CNT, a technical assistance agency which currently manages production-scale energy retrofit services.

The Energy Audit designed by CNT will be used to provide energy audits. Post-audit technical services will be provided for by Administrator. Administrator will provide for technical backup as needed and review to ensure quality control and uniformity of technical capacity.

Section 3.3 Sub-contractor Agreements. Administrator agrees to furnish the names of all intended sub-contractors to Fund prior to entering into an agreement with said sub-contractors. Administrator shall not sublet any portion of the service delivery network without the prior written consent of the Fund. The letting of a sub-contract shall in no way relieve Administrator of Administrator's liability and obligations hereunder. Administrator shall be liable for all work performed or omitted by a sub-contractor as if such work was performed or omitted by Administrator. Administrator shall cause each sub-contractor to assume and satisfy all obligations of the Administrator to the full extent the obligations may be applicable to the portions of the service delivery network sub-contracted.

Section 3.4 Staff Personnel and Vendor Identification. Administrator shall provide Fund, on a continuing basis, the names and salaries of all Staff personnel including subcontractors, and a list of all vendors used by Administrator.

Section 3.5 Financial Management. Administrator agrees to assure that the funds are expended for the conservation measures approved for each loan, and further, providing that the work contracted for has been completed satisfactorily prior to final payment of the funds to the installing contractor. Administrator will administer the flow of both loan funds and administration funds and will provide such documentation on a monthly basis in such form as the Fund shall require and shall provide for access to all its records, and its subcontractors' records, for review or audit by the Fund during normal business hours.

Each loan shall be assigned to the Peoples Multifamily Program or the Chicago Multifamily Program in accordance with the Fund Grant Agreement. Payments of principal and interest for loans under the Peoples Multifamily Program shall be

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assigned to the Principal Fund or the Income Fund of Peoples Multifamily Program, as appropriate. Payments of principal and interest for loans under the Chicago Multifamily Program shall be assigned to the Principal Fund or the Income Fund of the Chicago Multifamily Program, as appropriate.

Section 3.6 Budget. Administrator has prepared the Administrative Expense Budget for the Multifamily Program representing projected expenditures for administration of the Multifamily Program on a month-by-month basis for the term of this Agreement. The Parties recognize that the monthly actual costs of the Program will change from month to month and may vary from the amounts indicated in the Administrative Expense Budget. However, the obligation of the Fund to pay for Administrative Expenses for the term of the Agreement shall be limited to the total amount provided by Article II, Section 2.2, Paragraph B herein.

Section 3.7 Data Management and Reporting. Administrator agrees to maintain a computerized data base enabling it to track all events involved in the processing of a loan from which data will be extracted on a monthly basis and provided to the Fund in such form as it may require within ten (10) calendar days from the end of the prior month.

Section 3.8 Insurance. Administrator agrees to procure, maintain and continue in force during the entire period of this contract, the below listed insurance. If a sub-contractor is to be employed to perform any portion of the Program delivery, the sub-contractor likewise shall agree to procure and maintain the below listed insurance.

Both the form of such insurance and the company carrying such insurance shall be satisfactory in all respects to Fund. Prior to the commencement of the Program, Administrator shall furnish a certificate or certificates, in form satisfactory to Fund, evidencing insurance coverage as indicated or, where applicable, an insurance policy, each in form satisfactory to Fund. Such insurance certificate or certificates shall contain a statement by the insurer that it will give Fund written notice, by mailing the same to Fund at Fund's principal place of business, at least ten (10) days prior to the termination of, or any reduction in, any of the insurance required by this paragraph.

(A) Workmen's Compensation and Employer's Liability Insurance providing a minimum limit of \$100,000 per person shall be procured.

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(B) Automobile, teams and trucks public liability and property damage insurance in amounts of at least \$250,000 for liability on account of personal injury or death and not less than \$500,000 for total liability resulting from any one accident shall be purchased. The property damage insurance shall be in the amount of at least \$250,000.

(C) The Administrator shall purchase comprehensive general liability insurance under which Fund is the named insured, protecting Fund from all liability for injuries to, or the death of, any person, or for damage to, or loss of, property arising from or alleged to arise from the work or the performance thereof by Administrator shall be purchased in the amount of at least \$5,000,000 for total liability on account of personal injury, death or property damage resulting from any one accident.

(D) If applicable, Errors and Omissions policy for qualifying personnel in amounts of at least \$5,000,000 for total liability on account of personal injury, death or property damage resulting from any one accident.

Section 3.9 Indemnification. Administrator acknowledges that it is aware of all applicable federal or state laws or regulations, including, but not limited to, laws and regulations pertaining to wages, hours, employment practices, occupational safety, and agrees to comply with all such applicable laws and regulations in the performance of its obligations under this Agreement.

Administrator agrees to defend any and all suits, claims and demands brought against Fund by any governmental agency or authority or by any person, firm or corporation resulting from the Administrator's violation or alleged violation of any applicable federal, state or local laws or regulations including, but without limitation to those pertaining to wages, hours, employment practices, occupational safety and refuse disposal. Administrator further agrees to indemnify Fund and save Fund harmless from and against any and all costs, claims, demands, liabilities and penalties whatsoever which shall arise from or as a result of such violation or alleged violation including but without limitation to all penalties, fines, damages, costs of suit, attorney's fees and other reasonable expenses in connection therewith.

Administrator agrees to indemnify Fund and save Fund harmless from and against the payment of any royalties, damages, losses or expenses claimed or established against Fund



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on behalf of any and all persons, firms or corporations whatsoever for or growing out of any infringement upon Letters Patent of the United States with respect to any process, equipment, materials, computer software or any part thereof, used by Administrator or sub-contractors in the performance of said work under this Agreement.

Administrator agrees to defend any and all suits, claims and demands brought against Fund by any persons, firms or corporations (including, but not limited to, third parties, employees of Fund, employees of Administrator or any sub-contractor, and their dependents or personal representatives) for damage to, for loss of, or for interference with the use of any property and for injuries to, or for the death of any person alleged or claimed to have been caused by, or to have arisen out of, or in connection with, or to be incidental to performance including omissions under this Agreement.

Administrator agrees, to the extent permitted by law, to indemnify Fund and save Fund harmless from and against any and all suits, claims and demands whatsoever brought by any persons, firms or corporations (including, but not limited to, third parties, employees of Fund, employees of Administrator or any sub-contractor, and their dependents or personal representatives) and to pay, liquidate, discharge and satisfy any and all judgments, awards or expenses which may be rendered against or incurred by Fund on account of such damage to, loss of, or interference with the use of property and for injuries to, or for the death of any person, including, but not limited to, all costs of suit, attorney's fees and reasonable expenses in connection therewith, arising or alleged to arise from the actions or failure to act of the Administrator, its employees, directors, officers, successors or assigns.

Administrator agrees that Fund shall have the right, at Fund's option, to participate in any litigation brought against Fund without thereby relieving Administrator of Administrator's obligations hereunder.

Administrator's obligations under this paragraph shall continue until all duties and obligations of Administrator have been performed and fulfilled.

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## ARTICLE IV

Miscellaneous

Section 4.1 Severability. If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Section 4.2 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or dispatched by telegram, addressed as follows:

If to CIC:

Community Investment Corporation  
6 North Michigan Avenue, #905  
Chicago, Illinois 60602  
Attn.:

If to the Fund:

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

Section 4.3 Amendments and Waivers. Any failure by a party to comply with any of its obligations, agreements or conditions contained in this Agreement may be waived in writing, but not in any other manner, by the party or parties against which enforcement of the waiver is sought.

Section 4.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Section 4.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Section 4.6 Descriptive Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, duly authorized, as of the day and year first above written.

RESIDENTIAL ENERGY CONSERVATION  
LOAN FUND

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

COMMUNITY INVESTMENT CORPORATION

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

## EXHIBIT 3

CITY AGREEMENT

In consideration of the mutual covenants contained herein, the CITY OF CHICAGO ("Chicago"), a municipal corporation, and the RESIDENTIAL ENERGY CONSERVATION LOAN FUND ("Fund"), an Illinois not for profit corporation, covenant and agree:

1. Chicago shall grant to Fund \$2,500,000 upon certification and documentation by Fund that it has completed the undertakings set forth in Section 7 of this contract. Chicago's grant is a portion of Chicago's entitlement in the Year IX Community Development Block Grant Program (CDBG) administered by the United States Department of Housing and Urban Development (HUD). Chicago's grant is subject to the terms and conditions of Chicago's agreement with HUD governing the use of the Year IX CDBG funds.

2. Chicago intends to grant an additional \$2,500,000 of CDBG funds to Fund from its entitlements to Year XI CDBG funds. In the event that Chicago is unable to obtain a grant from the Year XI CDBG program in the amount of \$2,500,000 for this purpose, Chicago shall use its best efforts to obtain sufficient funds to complete the second grant from CDBG entitlements in subsequent years. Chicago shall not be obligated to fund the second grant in the event that it is unable to obtain CDBG entitlements for this purpose.

3. Chicago agrees to supply Fund with copies of the agreements between Chicago and HUD concerning use of the first and second grant funds at the time such funds are transferred to Fund.

4. Fund agrees to comply with the terms and conditions of Chicago's agreements with HUD governing the use of the CDBG monies in the first and second grants, and further agrees to make its books and records, or the books and records in its possession, available for inspection upon request by Chicago, its officers, employees or agents.

5. The CDBG funds granted by Chicago to Fund are to be used as Chicago's contribution to a joint residential energy conservation loan program with THE PEOPLES GAS LIGHT AND COKE COMPANY ("Peoples"). Chicago and Fund agree that the loan program shall operate in the following manner:

A. Pursuant to a loan agreement with the Fund, Peoples will loan Fund \$10,000,000, \$3,000,000 of which shall be used to provide loans to owner occupied 1 to 4 unit residential dwellings. The balance (\$7,000,000 of Peoples' loan shall be used to supply loans for conservation measures to multifamily residential buildings, containing 5 to 49 dwelling units. Chicago's grants totalling \$5,000,000 shall be used to provide loans and to pay a portion of the administrative costs (as set forth in subparagraph B) of the multifamily loan program.

B. It is anticipated that the administrative and marketing expenses of the multifamily loan program during the first three years of the program will total approximately \$2,800,000, exclusive of fees of the investment manager and other direct expenses of the Fund. Grants provided by Chicago, and the income derived from those grants, shall be used to pay 5/12s of the administrative costs of the multifamily program, and Peoples Gas will pay 7/12s. The sum of \$1,163,000, representing 5/12 of the administrative expenses for the multifamily program, shall be set aside from the first grant of \$2.5 million described in paragraph 1 of this agreement to pay the City's share of the administrative expenses for the entire multifamily program. Said sum shall not be available for use as principal for loans made under the multifamily program. Dedication of the aforesaid sum shall survive the termination of this agreement.

C. Fund shall place Chicago's grants with an investment manager, which shall be a bank located in the City of Chicago, pursuant to a contract between Fund and the bank. The contract shall provide that the investment manager maintain two interest bearing accounts. The first shall be a principal fund, and the second an income fund. All interest from the principal fund, interest on residential loans, and funds to pay administrative expenses shall be maintained in the income account.

D. Fund shall contract administration of the multifamily loan program to Community Investment Corporation ("CIC") an Illinois not for profit corporation as Administrator. The contract between Fund and CIC for administration of the multifamily loan program shall substantially conform to the terms of Rider A, which is attached to this Agreement and incorporated by reference herein.

E. Fund shall serve as lender of the multifamily loans. Certain loans, as defined in Fund contract with the Administrator, will be secured by mortgages, of which Fund will be the mortgagee. Collections will be remitted to the investment manager, who shall deposit repayment of principal in the principal fund and payments of interest and other charges in the income fund.

F. Fund shall be responsible for review and oversight of the loan program and perform duties stated in section 6 of this agreement.

6. Fund shall oversee the multifamily loan program in order to insure that the program is accomplishing its intended purposes. Fund shall have the following duties and responsibilities:

A. Fund shall authorize withdrawals from the principal fund from time to time as requested by the Administrator to fund residential loans.

B. Fund shall make withdrawals from the income fund to reimburse the Administrator for administrative and marketing expenses in accordance with the budget established in the contract between Fund and the Administrator.

C. Fund shall conduct quarterly review of the Administrator. The review shall consider the collection history on outstanding residential loans, administrative expenditures, the flow of funds from the loan principal fund to residential borrowers, and any other matter Fund deems material.

D. Fund shall conduct periodic performance review of the Administrator to insure that the program has been adequately marketed, that loan funds are being used for their intended purposes, and for any other purposes that the Fund deems material.

E. Fund may, if deemed necessary to accomplish the purposes of the loan program, adjust the interest rate, limitations on the size of an individual loan, the eligibility requirements of the loan program or the types of conservation activities for which loan proceeds may be expended. However, Fund may not authorize loans for purposes not reasonably related to residential energy conservation.

F. Fund shall review the performance of the investment manager and, in the event of a material breach of the contract with the investment manager, may terminate the contract and substitute another bank located in Chicago as investment manager.

G. Fund shall execute necessary loan documents upon recommendation of the Administrator. Fund shall review and oversee the loan collection activity of the Administrator.

H. Fund shall have the authority to terminate the contract with the Administrator, in accordance with the terms of the Fund's contract with the Administrator.

7. This contract shall be terminated at the option of Chicago in the event that Fund has not completed by September 30, 1984 the undertakings to:

A. Enter into a loan agreement with Peoples, as set forth in paragraph 5A of this agreement;

B. Enter into a contract for administration and marketing with the Administrator, as set forth in paragraph 5D of this agreement.

8. A. (1) Fund shall have the option to terminate this contract in the event that Chicago fails to provide funding for the second grant in the Year XI CDBG program, and (2)

July 9, 1984

Chicago shall have the option to terminate this contract in the event that Peoples terminates its participation in the loan program.

B. An option to terminate this contract for the reasons set forth in paragraph 8 A shall expire if not exercised within 30 days of the occurrence or notification of the event causing the option to come into existence.

9. Unless terminated earlier pursuant to paragraphs 7 or 8 of this Agreement, this Agreement shall continue in force and effect until \_\_\_\_\_, 1987, and thereafter shall be renewed for successive terms of one year unless terminated by Chicago or Fund upon written notice served upon the other party at least 30 days prior to termination.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

CITY OF CHICAGO

BY: \_\_\_\_\_

ITS \_\_\_\_\_

RESIDENTIAL ENERGY CONSERVATION  
LOAN FUND, INC.

BY: \_\_\_\_\_

ITS \_\_\_\_\_

## RIDER A

Doc. 4187U

6/04/84

MULTIFAMILY PROGRAM  
ADMINISTRATION AGREEMENT

This Multifamily Program Administration Agreement (this "Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 1984, by and between the Residential Energy Conservation Loan Fund ("Fund"), an Illinois not-for-profit corporation, and Community Investment Corporation ("CIC"), an Illinois not-for-profit corporation:

W I T N E S S E T H:

That in consideration of their mutual promises hereinafter set forth, the parties agree as follows:

## ARTICLE I

Definitions

As used in this Agreement, the terms listed below shall be defined as follows:

"Administrative Expenses" means those expenses that are incurred by the Administrator on behalf of the Fund in connection with the operation of the Multifamily Program.

"Administrative Expense Budget" means that document (Exhibit A to the Fund Grant Agreement) setting out the projected expenses required to deliver the Multifamily Program and the Single Family Program.

"Administrator" means CIC, in its capacity as Administrator of the Multifamily Program.

"Applicant" means an applicant for a loan under the Multifamily Program.

"Borrower" means a borrower who has received a loan under the Multifamily Program.

"Building" means the structure that is the object of retrofitting with ECM.

"Chicago Multifamily Program" means that portion of the Multifamily Program that is financed by the City of Chicago.



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"City" means the City of Chicago, a municipal corporation.

"CNT" means the Center for Neighborhood Technology, an Illinois not-for-profit corporation.

"ECM" means energy conservation measures designated by the Fund under this Agreement as qualifying for use in retrofitting buildings with monies loaned by the Fund.

"Energy Audit" means an audit designed by CNT in accordance with the specifications attached to that certain agreement dated March 14, 1984 between CIC and NHS and acknowledged by CNT.

"Fund Grant Agreement" means that certain Fund Grant Agreement of even date herewith among the Fund, CIC and NHS.

"Income Funds" means the income funds created and maintained pursuant to Section 2.3 of the Fund Grant Agreement.

"Loan Agreement" means that certain Loan Agreement of even date herewith between the Fund and Peoples.

"Multifamily Program" means the program pursuant to which the Fund will make loans to owners of five to forty-nine unit residences receiving gas service from Peoples, where such loan proceeds are to be used to finance projects that are reasonably expected to result in a conservation of gas consumed in such residences.

"NHS" means Neighborhood Housing Services of Chicago, Inc., an Illinois not for profit corporation.

"Peoples" means The Peoples Gas Light and Coke Company, an Illinois corporation.

"Peoples Grant Agreement" means that certain Peoples Grant Agreement of even date herewith among Peoples, CIC and NHS.

"Peoples Multifamily Program" means that portion of the Multifamily Program that is financed by Peoples.

"Principal Funds" means the principal funds created and maintained pursuant to Section 2.2 of the Fund Grant Agreement.

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"Residential Energy Conservation Loan Fund Program" means collectively, the Single Family Program and the Multifamily Program.

"Single Family Program" means the program pursuant to which the Fund will make loans to owners of one to four unit residences receiving gas service from Peoples, where such loan proceeds are to be used to finance projects that are reasonably expected to result in a conservation of gas consumed in such residences.

## ARTICLE II

Section 2.1 Purpose. To provide an efficient and cost-effective administration of the Multifamily Program under which the Administrator will take capital provided by the Fund and make loans at below-market interest rates to customers of Peoples to retrofit their premises with energy conservation measures commensurate with the conservation needs of each premises.

Section 2.2. Obligation to Provide Loan Funds and Pay Administrative Expenses.

Fund agrees:

A. To make available to the Administrator monies from the Principal Fund relating to the Peoples Multifamily Program for the Administrator to make loans at below-market interest rates on behalf of the Fund to owners of five to forty-nine unit residential buildings as provided for hereinafter.

B. To employ Administrator to deliver the Multifamily Program under the provisions set out hereinafter, for the total sum of \$2.8 million (the total of the Administration Expense Budget for the Multifamily Program) or such lesser sum as may be the documented actual costs incurred by Administrator for the Multifamily Program.

C. Seven-twelfths of the Administrative Expenses shall be paid by the Fund from the Income Fund relating to the Peoples Multifamily Program pursuant to the Fund Grant Agreement and, to the extent that said Income Fund is insufficient to pay seven-twelfths of the Administrative Expenses, by Peoples pursuant to the Peoples Grant Agreement. Five-twelfths of the Administrative Expenses shall be paid from the Income Fund relating to Chicago Multifamily Program pursuant to the Fund Grant Agreement, provided that such amount

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shall not exceed five-twelfths of the total amount of the Administrative Expense Budget for the Multifamily Program.

Section 2.3 Term. The term of this Agreement shall be for the period of three years commencing on \_\_\_\_\_ unless sooner terminated as provided herein.

Section 2.4 Termination.

A. This Agreement may be terminated prior to its expiration under any of the following circumstances:

- (1) At such time during the term of this Agreement the Fund, after making its quarterly review of the operations of the Administrator, finds that the Administrator is not adequately performing its duties and obligations under this Agreement, it may terminate this Agreement sixty (60) days from the date written notice is given the Administrator. This decision to terminate shall be in the sole discretion of the Fund.
- (2) At such time as the Fund is notified by Peoples that an Event of Default as set out in Section 6.1 of the Loan Agreement has occurred and, further, that the Note (provided for in the Loan Agreement) and interest then accrued is due and payable by the Fund.
- (3) At such time as the Fund determines that the bad debt resulting from loans to borrowers under the Multifamily Program has reached a level that necessitates termination.
- (4) At such time as the Fund, in its sole opinion, determines that an insufficient number of loans are being placed to justify the continuation of the Multifamily Program.
- (5) At such time as the Fund in its sole discretion determines that the activities engaged in by CIC or an affiliate of CIC which are not covered by this Agreement will undermine the operation of or public confidence in the Multifamily Program or substantially interfere with accomplishing its intended purpose. As used in this subparagraph (5), the term "affiliate" means an entity which controls or is controlled by or is under common control with the Administrator.

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The Fund will establish, after consultation with the Administrator, standards to be employed by the Fund in making the findings and determinations under subparagraphs (1), (3), (4) and (5) of this paragraph.

B. The Fund shall immediately notify the Administrator upon making a finding or determination regarding termination under this Section or upon receipt of notification under paragraph A(2) of this Section. Promptly thereafter, the Fund shall consult with the Administrator regarding such finding, determination or notification, as well as a good faith determination of possible remedies relating thereto. If appropriate, the Fund shall establish a period during which remedial actions may be pursued by the Administrator. The Fund, in its sole judgment, shall make the final determination regarding termination under this Section.

C. Promptly after a final decision by the Fund to terminate this Agreement, the Administrator shall provide to the Fund a list of loans in process and a plan for winding down the program including reimbursement of Administrative Expenses relating thereto. The Fund shall pay to the Administrator the amount which the Fund, in its sole judgment, determines to be reasonable winding down expenses that will be incurred by the Administrator.

Section 2.5 Suspension. The approving of loan applications and the closing of loans for which a commitment letter has not been issued under the Multifamily Program will be immediately suspended by Administrator without the need for any authorization by the Fund under the following conditions: if at any time (a) loans representing 20% of the total principal of loans outstanding under the Multifamily Program are 90 days or more in default (excluding loans declared by the Fund to be uncollectible), or (b) 20% of the total number of loans outstanding under the Multifamily Program are 90 days or more in default (excluding loans declared by the Fund to be uncollectible). The Administrator shall immediately notify the Fund of suspension and promptly thereafter the Fund shall consult with the Administrator regarding the suspension. The Fund shall use best efforts to arrange a consultation with the Administrator regarding the suspension within 10 working days after receipt of notification. The Fund may direct the Administrator to resume the issuance of loans on behalf of the Fund at any time after reassessment of the administration of the Multifamily Program.

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Section 2.6 Independent Contractor. Administrator shall at all times perform his obligations stated in this Agreement on behalf of the Fund as an independent contractor.

### ARTICLE III

Section 3.1 Operating Procedure. Administrator shall prepare a complete set of operating procedures incorporating the twelve stages of Program delivery noted hereinafter, and submit procedures to the Fund, for its approval prior to commencement of the program. The operating procedures shall incorporate the following requirements:

A. The operating procedure will generally follow twelve (12) stages: Stage 1 -- a preliminary eligibility review ( a preliminary inspection of the owner's premises must be included); Stage 2 -- Application/Credit and Economic Feasibility Analysis; Stage 3 -- Energy Conservation Analysis/Audit and Specifications; Stage 4 -- Applicant Conference; Stage 5 -- Bidding Process and Contractor Selection; Stage 6 -- Contract Execution; Stage 7 -- Underwriting Decision; Stage 8 -- Loan Closed; Stage 9 -- Retrofit Commences with Interim Inspections; Stage 10 -- Final inspection and Disbursements (Partial disbursements may be made during State 8); Stage 11 -- Performance Monitoring; Stage 12 -- Loan Servicing.

B. Applications will be solicited and received on a city-wide basis.

C. Applications will be accepted only from title holders or beneficial owners of low-rise apartment buildings containing 5 to 49 dwelling units, where owner is a customer of Peoples at the building with an acceptable credit history, including having his gas account in a current status.

D. Loans will be awarded on the basis of the following hierarchy of priorities:

- (1) First priority. Buildings in which at least 80% of the units have rents no greater than the following levels:

- . \$300/month for efficiencies and one bedroom apartments;
- . \$350/month for two bedroom apartments; and
- . \$400/month for apartments with three or more bedrooms.

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Buildings which have previously received assistance from the Weatherization Program administered by the City of Chicago Department of Housing (DOH) are also "first priority" buildings. In the latter case, loans will not be made to cover improvements made under the DOH program unless such measures were installed more than three years prior to the date of the loan application.

- (2) Second priority. Other buildings with average rents of less than 125% of the rental levels listed above in subparagraph (1) of this paragraph (D) may be eligible.

E. Each loan will bear a single rate of interest for the term of the loan which rate shall be the rate in effect under the Multifamily Program at the time application for the loan is submitted to the Administrator. The interest rate for the Multifamily Program will be established at the beginning of each year of this Agreement and will be in effect for the following twelve months. Each such rate shall be 65% of the current Federal Home Loan Bank Board's Average Contract Interest Rate for All Loans Closed for All Major Lenders in the Chicago-Gary area, rounded off to the nearest whole percent, provided that any such rates offered shall not be lower than 6% nor higher than 10%, and provided that such rates for the first twelve months of the Agreement shall not exceed 8%.

F. Administrator will arrange for a preliminary inspection of the owner's premises as part of the Stage 1 review.

G. Notice stating eligibility for consideration of a loan or an explanation of ineligibility will be transmitted to the Applicant.

H. A non-refundable application fee at a rate set by the Fund will be charged an Applicant completing Stage 1.

I. A credit check of Applicant will be made.

J. Administrator will arrange for the performance of an Energy Audit of Applicant's building.

K. Administrator will arrange a person to person consultation with the Applicant to explain audit results and Applicant's options.

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L. Administrator will prepare construction specifications incorporating Applicant's choice of eligible ECM's, from a list provided by the Fund, that the results of the Audit have determined to be cost effective for the Owner's premises.

M. Administrator will prepare bid specifications for work Applicant wishes to have done and obtain bids from construction contractors.

N. Loans will not exceed the lesser of \$3,000 per dwelling unit or \$98,000 per building with a maximum term of seven years. The minimum amount of any loan will be \$5,000.

O. Administrator shall apply underwriting criteria to the loan application which will include the following requirements relating to the Applicant's eligibility and the building's eligibility:

- (1) Applicant's eligibility: Applicant's prior credit history must be considered. Adverse credit judgments, bankruptcy, or credit write-offs may be considered as causes for rejection of an application;
- (2) Applicant must have an equity in building of at least 10% unless the ratio of net income of the building to debt service of the building (including the loan applied for under the Multifamily Program) is 1.5:1 or greater, in which case the Applicant's equity in the building may be below 10% but not less than 5%.
- (3) The minimum ratio of net income of building to debt service of building (including conservation loan) must be 1.2:1. However, except in cases where a third mortgage will be accepted, if the Applicant meets or exceeds all other underwriting criteria and would be precluded from qualifying for a loan due to the inability to meet this specific requirement, the Administrator may, under such special cases, waive the minimum ratio of 1.2:1 and consider a minimum ratio of 1:1.
- (4) In cases where the loan exceeds \$10,000, the debt will be secured by issuance of a mortgage on the property by the title holder. A second or third mortgage may be accepted as security.

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- (5) Applicant's management history of the building must be obtained. Failure of Applicant to pay property taxes, neglected necessary maintenance and current collection activity status for unpaid gas utility bills are examples of unacceptable property management by Applicant that will be cause for rejection of application;
- (6) Building Eligibility:
  - (a) Building will be minimum of five and a maximum of 49 dwelling units;
  - (b) Building will be a low-rise structure (approximately four stories or less in height);
  - (c) Building will be in sound structural condition and in basically good repair (a history of serious and uncorrected City building code violations will be cause for rejection);
  - (d) No more than 15% of loan funds may be applied to structural repairs necessary to make energy conservation investment effective unless an exemption from this restriction is made by the Administrator which will then raise said limitation up to 25% of the total amount of the loan.

P. The loan agreement between Fund and Borrower shall contain appropriate provisions to allow Peoples or its representatives to have access to the building to inspect and monitor ECM's both during and after retrofit.

Q. Administrator shall provide at least two on-site inspections per month during construction and a final inspection with Borrower present after completion of the construction.

R. Sign-off by Borrower and Administrator's inspector must accompany certification for payment of contractor.

S. The Administrator shall develop a procedure to resolve complaints stemming from the audit or other aspects of the Multifamily Program and shall have primary responsibility for resolution of any complaints received. A record shall be kept of all complaints and their resolutions.



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T. Within ten working days after the decision to reject an application, the Administrator shall notify the Applicant in writing of the rejection and the reasons therefor. If the customer disagrees with the decision and is not satisfied with the Administrator's explanation, then the Administrator shall, if the customer details the specific reasons for the complaint in writing and requests in writing, bring an appeal to the Fund's attention for further review. If Fund determines that a reasonable basis for the Complaint exists, Fund shall review the denial, and shall complete their review within sixty days of receipt of the appeal. The Administrator will notify the Applicant of the Fund's decision which decision shall be final.

U. Administrator will establish a procedure to monitor effectiveness of installation of ECM's.

V. The Administrator will prepare a list of qualifying contractors from which Borrowers may select contractors. Should the Borrower select a contractor not on the approved list, the contractor must provide the Administrator with information to apply to the criteria listed hereinafter to determine his qualifications in order to be added to the list of qualifying contractors. The criteria to be used by the Administrator in preparing said list are as follows:

- (1) a business office located in the City of Chicago. (Exceptions will be made if an insufficient number of qualified contractors for particular trades are located in the city.) A substantial number of employees should be City residents.
- (2) Meet insurance qualifications: Workers Compensation; General Liability Insurance for not less than \$300,000 for bodily injury or death and property damage; and Automobile Insurance in the amount of \$100,000 per person, \$300,000 per accident, and \$100,000 property damage.
- (3) Have a minimum of three years experience in energy conservation-related work. This will include mechanical systems, energy-related rehabilitation or new construction; or electrical experience and show a successful record of completing projects on time and within budget. Show a successful record of completing projects on time and within budget.

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- (4) In the event that a new company wishes to bid on projects, the principals of the company must show at least three years experience in one or more of three trades.
- (5) A minimum of three references must provide positive evaluations of their experience with the contractor over the previous twelve months.
- (6) A minimum of three credit references must provide a positive indication of the contractor's creditworthiness and capacity to meet financial obligations under the program. In addition, satisfactory bank references must be supplied.
- (7) Show evidence of equal opportunity and affirmative action plans.

W. Administrator will provide for a procedure to process appeals from complaints filed by installing contractors based on allegations of improper denial of initial listing or for subsequent delisting by Administrator.

X. Administrator shall:

- (1) Provide for loan collection including methods of servicing loans and the means by which the loan repayment will be assured.
- (2) Specify party directly responsible for collection.
- (3) Specify procedures for collection.
- (4) Specify procedures and charges for late payment or non-payment and methods of collecting on loans that are in default.
- (5) Specify procedures for timely transfer to Fund of monies collected on loans subject to collection procedures to Fund within five (5) days of receipt by Administrator's loan serving agent.

Section 3.2 Service Delivery Network. The delivery of Multifamily Program will be carried out through a multi-site operation of Energy Centers. Each site will offer one-stop energy conservation loans and technical assistance to eligible property owners. Eight (8) community-based organizations will operate "Community Energy Centers" as subcontractors of the Administrator. In addition, the Administrator will operate a central intake site for those areas of the City not serviced by

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the Community Energy Centers. Technical services will be coordinated, and provided, by the Administrator's prime subcontractor, CNT, a technical assistance agency which currently manages production-scale energy retrofit services.

The Energy Audit designed by CNT will be used to provide energy audits. Post-audit technical services will be provided for by Administrator. Administrator will provide for technical backup as needed and review to ensure quality control and uniformity of technical capacity.

Section 3.3 Sub-contractor Agreements. Administrator agrees to furnish the names of all intended sub-contractors to Fund prior to entering into an agreement with said sub-contractors. Administrator shall not sublet any portion of the service delivery network without the prior written consent of the Fund. The letting of a sub-contract shall in no way relieve Administrator of Administrator's liability and obligations hereunder. Administrator shall be liable for all work performed or omitted by a sub-contractor as if such work was performed or omitted by Administrator. Administrator shall cause each sub-contractor to assume and satisfy all obligations of the Administrator to the full extent the obligations may be applicable to the portions of the service delivery network sub-contracted.

Section 3.4 Staff Personnel and Vendor Identification. Administrator shall provide Fund, on a continuing basis, the names and salaries of all Staff personnel including subcontractors, and a list of all vendors used by Administrator.

Section 3.5 Financial Management. Administrator agrees to assure that the funds are expended for the conservation measures approved for each loan, and further, providing that the work contracted for has been completed satisfactorily prior to final payment of the funds to the installing contractor. Administrator will administer the flow of both loan funds and administration funds and will provide such documentation on a monthly basis in such form as the Fund shall require and shall provide for access to all its records, and its subcontractors' records, for review or audit by the Fund during normal business hours.

Each loan shall be assigned to the Peoples Multifamily Program or the Chicago Multifamily Program in accordance with the Fund Grant Agreement. Payments of principal and interest for loans under the Peoples Multifamily Program shall be

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assigned to the Principal Fund or the Income Fund of Peoples Multifamily Program, as appropriate. Payments of principal and interest for loans under the Chicago Multifamily Program shall be assigned to the Principal Fund or the Income Fund of the Chicago Multifamily Program, as appropriate.

Section 3.6 Budget. Administrator has prepared the Administrative Expense Budget for the Multifamily Program representing projected expenditures for administration of the Multifamily Program on a month-by-month basis for the term of this Agreement. The Parties recognize that the monthly actual costs of the Program will change from month to month and may vary from the amounts indicated in the Administrative Expense Budget. However, the obligation of the Fund to pay for Administrative Expenses for the term of the Agreement shall be limited to the total amount provided by Article II, Section 2.2, Paragraph B herein.

Section 3.7 Data Management and Reporting. Administrator agrees to maintain a computerized data base enabling it to track all events involved in the processing of a loan from which data will be extracted on a monthly basis and provided to the Fund in such form as it may require within ten (10) calendar days from the end of the prior month.

Section 3.8 Insurance. Administrator agrees to procure, maintain and continue in force during the entire period of this contract, the below listed insurance. If a sub-contractor is to be employed to perform any portion of the Program delivery, the sub-contractor likewise shall agree to procure and maintain the below listed insurance.

Both the form of such insurance and the company carrying such insurance shall be satisfactory in all respects to Fund. Prior to the commencement of the Program, Administrator shall furnish a certificate or certificates, in form satisfactory to Fund, evidencing insurance coverage as indicated or, where applicable, an insurance policy, each in form satisfactory to Fund. Such insurance certificate or certificates shall contain a statement by the insurer that it will give Fund written notice, by mailing the same to Fund at Fund's principal place of business, at least ten (10) days prior to the termination of, or any reduction in, any of the insurance required by this paragraph.

(A) Workmen's Compensation and Employer's Liability Insurance providing a minimum limit of \$100,000 per person shall be procured.

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(B) Automobile, teams and trucks public liability and property damage insurance in amounts of at least \$250,000 for liability on account of personal injury or death and not less than \$500,000 for total liability resulting from any one accident shall be purchased. The property damage insurance shall be in the amount of at least \$250,000.

(C) The Administrator shall purchase comprehensive general liability insurance under which Fund is the named insured, protecting Fund from all liability for injuries to, or the death of, any person, or for damage to, or loss of, property arising from or alleged to arise from the work or the performance thereof by Administrator shall be purchased in the amount of at least \$5,000,000 for total liability on account of personal injury, death or property damage resulting from any one accident.

(D) If applicable, Errors and Omissions policy for qualifying personnel in amounts of at least \$5,000,000 for total liability on account of personal injury, death or property damage resulting from any one accident.

Section 3.9 Indemnification. Administrator acknowledges that it is aware of all applicable federal or state laws or regulations, including, but not limited to, laws and regulations pertaining to wages, hours, employment practices, occupational safety, and agrees to comply with all such applicable laws and regulations in the performance of its obligations under this Agreement.

Administrator agrees to defend any and all suits, claims and demands brought against Fund by any governmental agency or authority or by any person, firm or corporation resulting from the Administrator's violation or alleged violation of any applicable federal, state or local laws or regulations including, but without limitation to those pertaining to wages, hours, employment practices, occupational safety and refuse disposal. Administrator further agrees to indemnify Fund and save Fund harmless from and against any and all costs, claims, demands, liabilities and penalties whatsoever which shall arise from or as a result of such violation or alleged violation including but without limitation to all penalties, fines, damages, costs of suit, attorney's fees and other reasonable expenses in connection therewith.

Administrator agrees to indemnify Fund and save Fund harmless from and against the payment of any royalties, damages, losses or expenses claimed or established against Fund

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on behalf of any and all persons, firms or corporations whatsoever for or growing out of any infringement upon Letters Patent of the United States with respect to any process, equipment, materials, computer software or any part thereof, used by Administrator or sub-contractors in the performance of said work under this Agreement.

Administrator agrees to defend any and all suits, claims and demands brought against Fund by any persons, firms or corporations (including, but not limited to, third parties, employees of Fund, employees of Administrator or any sub-contractor, and their dependents or personal representatives) for damage to, for loss of, or for interference with the use of any property and for injuries to, or for the death of any person alleged or claimed to have been caused by, or to have arisen out of, or in connection with, or to be incidental to performance including omissions under this Agreement.

Administrator agrees, to the extent permitted by law, to indemnify Fund and save Fund harmless from and against any and all suits, claims and demands whatsoever brought by any persons, firms or corporations (including, but not limited to, third parties, employees of Fund, employees of Administrator or any sub-contractor, and their dependents or personal representatives) and to pay, liquidate, discharge and satisfy any and all judgments, awards or expenses which may be rendered against or incurred by Fund on account of such damage to, loss of, or interference with the use of property and for injuries to, or for the death of any person, including, but not limited to, all costs of suit, attorney's fees and reasonable expenses in connection therewith, arising or alleged to rise from the actions or failure to act of the Administrator, its employees, directors, officers, successors or assigns.

Administrator agrees that Fund shall have the right, at Fund's option, to participate in any litigation brought against Fund without thereby relieving Administrator of Administrator's obligations hereunder.

Administrator's obligations under this paragraph shall continue until all duties and obligations of Administrator have been performed and fulfilled.

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## ARTICLE IV

Miscellaneous

Section 4.1 Severability. If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Section 4.2 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or dispatched by telegram, addressed as follows:

If to CIC:

Community Investment Corporation  
6 North Michigan Avenue, #905  
Chicago, Illinois 60602  
Attn.:

If to the Fund:

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

Section 4.3 Amendments and Waivers. Any failure by a party to comply with any of its obligations, agreements or conditions contained in this Agreement may be waived in writing, but not in any other manner, by the party or parties against which enforcement of the waiver is sought.

Section 4.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Section 4.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Section 4.6 Descriptive Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, duly authorized, as of the day and year first above written.

RESIDENTIAL ENERGY CONSERVATION  
LOAN FUND

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

COMMUNITY INVESTMENT CORPORATION

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



**Execution of Redevelopment Agreement Authorized Between Lake  
View Trust and Savings Bank and Belmont Sheffield  
Limited Partnership for Urban Development  
Action Grant to Redevelop Property  
at 1001-1011 W.  
Belmont Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a redevelopment agreement with Lake View Trust and Savings Bank as Trustee and the Belmont Sheffield Limited Partnership, the sole beneficiary of the trust, whereby the proceeds of an Urban Development Action Grant would be loaned in the amount of \$544,000 for purposes of redeveloping an abandoned hotel as a mixed-use residential commercial complex to be located at 1001-1011 W. Belmont Avenue.

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

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

*Nays*--None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed April 23, 1984, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Near North Side Community; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-84-AA-17-0147 which provides for a loan of grant funds to Belmont Sheffield Limited Partnership, an Illinois limited partnership, in the amount of \$544,000 for the rehabilitation of the Montfield Hotel, located at 1001-1011 West Belmont Avenue, Chicago, Illinois, for redevelopment as a residential/commercial complex which will create approximately 17 new jobs; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$544,000 of Urban Development Action Grant funds to Belmont-Sheffield Limited Partnership for the purpose of rehabilitating property located at 1001-1011 West Belmont Avenue, Chicago, Illinois, for redevelopment as a residential commercial complex; and which Redevelopment Agreement obligates Belmont-Sheffield Limited Partnership to make the aforesaid improvements by expending approximately \$2,577,937 in private funds; and further obligates Belmont-Sheffield Limited Partnership to use its best efforts to create new, permanent job opportunities as represented in the original application for funds.

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

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

[Exhibit A printed on pages 7965 thru 7982 of this Journal.]

URBAN DEVELOPMENT ACTION GRANT  
REDEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, as of the \_\_\_\_\_ day of \_\_\_\_\_, 1984, between the CITY OF CHICAGO, ILLINOIS (the "City"), by and through the Department of Housing ("Housing"), having its offices at 318 South Michigan Avenue, Chicago, Illinois 60602; and Lake View Trust and Savings Bank, having its principal place of business at 3201 North Ashland Avenue, Chicago, Illinois, not individually but as Trustee under Trust No. 6563 dated December 16, 1983 ("Borrower"), the sole beneficiary of which is Belmont Sheffield Limited Partnership, an Illinois limited partnership ("Developer"), having its principal offices at 233 East Ontario Street, Suite 1400, Chicago, Illinois 60611.

W I T N E S S E T H:

WHEREAS, the Department of Housing 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 Developer to renovate and reopen a currently vacant industrial facility at 1001-1011 West Belmont Avenue, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

WHEREAS, the Department of Housing 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 industrial 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-17-0147 (the "UDAG Grant") which provides that \$544,000 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 now existing or to be constructed at 1001-1011 West Belmont Avenue, Chicago, Illinois.

1.2. "City" shall mean the City of Chicago, by and through the Department of Housing.

1.3. "UDAG Collateral" shall mean the Property, plant, equipment and other assets of Borrower or Developer comprising the Project.

1.4. "UDAG Grant Agreement" shall mean the Agreement Numbered B-84-AA-17-0147 and dated April 6, 1984 between the Secretary of Housing and Urban Development and the City.

1.5. "Borrower" means Lake View Trust & Savings Bank, as Trustee, having its principal place of business at 3201 North Ashland Avenue, Chicago, Illinois.

1.6. "Developer" means Belmont Sheffield Limited Partnership, an Illinois limited partnership whose General Partner is Richard C. Hall, having its principal offices at 233 East Ontario Street, Suite 1400, Chicago, Illinois 60611.

1.7. "Loan" means \$544,000 which has been made available to the City of Chicago by the United States Department of Housing and Urban Development under UDAG Grant No. B-84-AA-17-0147, which will be disbursed to Borrower pursuant to the terms and conditions contained in this agreement.

1.8. "Secretary" means the Secretary for the United States Department of Housing and Urban Development.

1.9. "Senior Lender" means Rodman & Renshaw, Inc., a Delaware corporation, purchaser of tax exempt revenue bonds to be sold by the City in the amount of \$2,465,000, the net proceeds of which will be loaned to Developer as an FHA insured mortgage.

## 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 Exhibits A through C 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 36 months after the date of preliminary approval of the UDAG Grant Agreement, 17 permanent jobs, of which 4 will be for low and moderate income persons, 3 will be for CETA-eligible persons, and 5 will be for minority persons.

4.3. Developer shall provide evidence of FHA insured, housing bond financing set forth in Exhibit A 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 C, 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. Developer shall abide by the time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, as specified in Exhibit F of the UDAG Grant Agreement.

4.6. Developer agrees to provide 60 parking spaces for the use of tenants of the Property, pursuant to an FHA mortgage insurance requirement.

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 of renovating and operating the Property as a residential/commercial complex in accordance with this Agreement.

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 provisions 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.

16.5. Notwithstanding anything herein to the contrary, any Developer contract for the purchase of UDAG Equipment shall not be subject to the provisions of this Section XVI.

SECTION XVII.      Additional Provisions.

17.1 Developer shall erect or cause to be erected, at its expense, a sign regarding the Project which 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:	Department of Housing City of Chicago 318 South Michigan Avenue Chicago, Illinois 60604 Attention: Margaret Hoyt
With copy to:	City of Chicago, Illinois City Hall - Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Borrower or Developer:	Belmont Sheffield Limited Partnership 233 East Ontario Street Suite 1400 Chicago, Illinois 60611 Attention: Richard C. Hall
With copy to:	Baker & McKenzie 2800 Prudential Plaza Chicago, Illinois 60601 Attention: George Olson

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 affected 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reviewed as to form and legality:

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

\_\_\_\_\_  
Trustee

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

By: \_\_\_\_\_  
General Partner

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 \$544,000 of Grant Funds to finance the construction costs for redevelopment of the Property into 54 residential units of which 20% of said units will be tied to income limits established in Section 8 of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended), with approximately 7,900 square feet of commercial space.

(b) City shall issue and sell approximately \$2,465,000 of tax-exempt Multi-Family Housing Revenue Bonds as an FHA insured permanent mortgage loan to finance the acquisition, rehabilitation and equipping of the Project of approximately 54 rental units.

(c) City agrees to enter into a lease with Developer for rental of no less than 60 parking spaces, for a term which is coterminus with the FHA insured mortgage.

(d) City agrees to use its power pursuant to Illinois Revised Statutes, Chapter 24 §11-72-2-9 to acquire real property through condemnation if good faith negotiations are unsuccessful to accomplish section (c) above.

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 and equip the Property to develop the Project for a total cost of \$3,923,124, as delineated below:

Land	576,000
Primary Facility and Site Improvement	2,243,233
Architectural and Engineering	124,060
Fees, Interim Changes and Settlement	393,471
Bond Costs, discount	183,170
Tenant Finish	78,000
Contingency	100,000
Working Capital/Operating Deficiency	225,190
TOTAL	<u>3,923,124</u>

(b) Developer agrees that 20% of the 54 rental units will comply with the income requirements of Section 8 of the Housing and Community Development Act of 1974.

(c) Developer shall provide equity funds in the amount of at least \$1,137,624 to be used for financing construction of the Project.

(d) Borrower shall borrow \$544,000 of Grant Funds from the City to finance construction costs for redevelopment of the Project.

(e) Developer will enter into a lease with the City for property the City will acquire, develop, construct and equip as a parking facility, of which 60 spaces will be let to the Developer for the use of the tenants of the Project, said lease to run coterminus with the term of the FHA insured mortgage.

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 \$544,000.

(b) Interest at the rate of 3% 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 March 15, 1986.

2. Conditions Precedent to Disbursement.

The following shall be required of Developer and/or Borrower, when applicable, as conditions precedent to disbursement of loan proceeds:

(a) Borrower shall furnish the City with an ALTA policy for mortgage title insurance, in the full amount of the UDAG loan, insuring that the City will be the holder of a second lien on the security described in Exhibit C attached hereto, free of encumbrances and other exceptions to title other than those approved in advance by Recipient, and not subordinated to any interest except the FHA-insured first mortgage of the Senior lender in an amount not to exceed \$2,496,500.

(b) Borrower shall furnish the City with a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate the City as an insured mortgagee.

(c) Developer and Borrower shall furnish the City and/or HUD all applicable evidentiary materials required in Exhibit E of the UDAG grant agreement, and acknowledges that in no event will any loan disbursement be made until after said evidentiary materials have been submitted to and approved by the Secretary of HUD, and the Secretary of HUD has authorized the City to draw down grant funds from its Letter of Credit.

(d) Developer shall certify to City and HUD that Developer has sufficient funds on hand or irrevocably available

to it to complete its obligations under this agreement and has identified the source of said funds.

(e) The Developer and Borrower shall enter into a Disbursement Agreement with a City-approved Title Insurance Company which agreement will provide that as a condition precedent to the disbursement of any loan proceeds to Borrower, Developer shall deliver to Borrower, and Borrower shall furnish to Title Insurance Company ("Company") and Company shall receive, review and approve on a monthly basis the following:

(i) A Request for Advance, specifying the amount requested, that said amount is for UDAG eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(ii) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(iii) Certification by Developer's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(iv) Project Owner's affidavit of Private Funds (defined as Developer's cash equity plus private lender Loan disbursements) expended to date;

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

(f) Upon receipt by the City of Title Insurance Company's certification approving the items listed in paragraph (e) above, the Developer (Borrower) shall certify 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, and that the following are additional conditions precedent to a draw down of UDAG funds:

(i) Draw 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) 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 \$3.70 of private funds expended by Developer and Borrower for the Project.

3. Permanent Loan.

(a) The permanent loan shall be the sum total of \$544,000 (the original principal) plus the interest accrued during the construction period.

(b) The term of the loan shall be 40 years commencing upon completion of construction but in no event later than March 15, 1986.

(c) The interest rate shall be 3% per annum.

(d) Principal and interest payments shall be deferred and accrued in years 1 and the same shall be added to the principal balance of the loan. Thereafter, monthly level amortization payments of interest and principal shall be made to completely pay off the loan over the remaining 38 year loan term.

4. 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.

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 interest of Rodman & Renshaw, Inc., a Delaware corporation ("Senior Lender") to secure a loan in an amount not to exceed \$2,496,500 and a security interest in machinery and equipment granted to Senior Lender to secure a loan in the amount of \$2,496,500. The mortgage shall also contain standard provisions to protect the interest of a second mortgagee, including, for example a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage and the unpaid principal balance and interest shall be due and payable. The mortgage shall not contain an exculpation clause in favor of Developer.

2. Grant of Additional Security Interest. Developer hereby grants to City a security interest in, and mortgages to City the following (hereinafter referred to as the "Additional Collateral"):

(a) All accounts, accounts receivable, notes, chattel paper, writings evidencing a monetary obligation, contract rights and other creditors' interests now or hereafter existing in favor of or owned or acquired by Developer and all goods hereafter sold by Developer and thereafter returned, reclaimed or repossessed;

(b) All inventory used or consumed in Developer's business or held for sale or lease (including without limitation raw materials, work-in-process and finished goods) now owned or hereafter acquired, and all products thereof; and

(c) Proceeds, including insurance proceeds, of any and all of the foregoing.

City's security interest in the Additional Collateral is subordinate to the security interest in favor of the Senior Lender.

3. Warranties and Covenants of Developer. Developer hereby warrants and covenants that:

(a) The Additional Collateral is used primarily for business use;

(b) Developer's chief place of business is in the State of Illinois;

(c) The Additional Collateral will be kept at \_\_\_\_\_, Chicago, Illinois;

(d) Developer will promptly notify City of any change in the location of the Additional Collateral within said State;

(e) Developer will not remove the Additional Collateral from said State without the prior written consent of City;

(f) Except for the security interest granted hereby, and security interests in favor of the Senior Lender, Developer is the owner of the Additional Collateral free from any adverse lien, security interest or encumbrance; and Developer will defend the Additional Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

(g) Except with respect to the Senior Lender, no financing statement covering any of the Additional Collateral or any proceeds thereof is on file in any public office. The Developer shall immediately notify City in writing of any change in address from that shown in this Agreement and shall also, upon demand, furnish City such further information and shall execute and deliver to City such financing statements and other documents in form satisfactory to City and shall do all such acts and things as City may, at any time or from time to time, reasonably maintain a perfected security interest in the Additional Collateral as security for the obligations, subject to no adverse liens or encumbrances except with respect to the Senior Lender; and Developer will pay the cost of filing the same or filing or recording this Agreement in all public offices wherever filing or recording is deemed by City to be necessary or desirable;

(h) Developer will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Additional Collateral or any interest therein, without the prior written consent of City;

(i) Developer shall keep the Additional Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as City may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as City may approve, losses in



all cases to be payable to City and Developer as their interests may appear. All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to City. Developer shall furnish City with certificates of such insurance or other evidence satisfactory to City as to compliance with the provisions of this subparagraph. City may act as attorney for provisions of this subparagraph. City may act as attorney for Developer in making, adjusting and settling claims under and canceling such insurance and endorsing Developer's name on any drafts drawn by insurers of the Additional Collateral;

(j) Developer will keep the Additional Collateral free from any adverse lien, security interest or encumbrance, other than that of the Senior Lender, and in good order and repair, shall not waste or destroy the Additional Collateral or any part thereof, and shall not use the Additional Collateral in violation of any statute, ordinance or policy of insurance thereon. City may examine and inspect the Additional Collateral at any reasonable time or times, wherever located;

(k) Developer will pay promptly when due all taxes and assessments upon the Additional Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the obligations.

4. Additional Rights of Parties. At its option, City may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Additional Collateral, may place and pay for insurance on the Additional Collateral upon failure by the Developer after having been requested to do so, to provide insurance satisfactory to the City, and may pay for the maintenance, repair and preservation of the Additional Collateral. To the extent permitted by applicable law, Developer agrees to reimburse City on demand for any payment made, or any expense incurred by City pursuant to the foregoing authorization. Until default, Developer may have possession of the Additional Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon.

5. 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) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Additional Collateral, 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.

6. 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 the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Developer can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Developer's right of redemption in satisfaction of Developer's obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Developer's premises. City may require Developer to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Developer at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Developer shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Developer for any surplus realized on such disposition and Developer shall remain liable for any deficiency.

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.

7. 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 and in and to the Additional Collateral 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 or for possession of the Additional Collateral, 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.

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

9. Guarantee. The repayment of the loan and completion of the Project shall be unconditionally and irrevocably guaranteed by Richard C. Hall, General Partner of Belmont, Sheffield Ltd., an Illinois Limited Partnership.

**Authority Granted for Issuance of Revenue Bond for Belmont  
Sheffield Limited Partnership to Assist Financing  
for Acquisition of Property at 1001-1011  
W. Belmont Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the issuance of a revenue bond in the amount of \$3,000,000 to the Belmont Sheffield Limited Partnership for the purpose of assisting in the financing of the acquisition of real property and the rehabilitation of the property into a residential rental housing complex to be known as the Belmont-Sheffield Apartments to be located at 1001-1011 W. Belmont Avenue.

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

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

*Nays*--None.

The following is said ordinance as passed:

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

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, It is necessary and in the best interests of the City to (1) provide for and promote the public health, safety and welfare; (2) relieve conditions of unemployment and encourage the increase of industrial and commercial activities and economic development of the City, so as to reduce the evils attendant upon unemployment; (3) provide for efficient, well planned urban growth and development, including the prevention and elimination of slum areas and urban blight and (4) preserve and increase the City's ad valorem tax base; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing which persons, including those of low and moderate income, can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, Private enterprise and investment have been unable, without assistance, to provide the needed decent, safe and sanitary rental housing or to provide sufficient mortgage financing at reasonable rates for such rental housing; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on December 6, 1983, the City has entered into a Memorandum of Agreement dated December \_\_, 1983 with Belmont-Sheffield Limited Partnership, an Illinois limited partnership (the "Owner"), regarding the issuance of revenue bonds by the City to assist in financing the acquisition of the real estate located at 1001-11 West Belmont Avenue in the City, and the rehabilitation (including certain demolition and new construction) and equipping of the existing property into a residential rental housing complex currently expected to be known as Belmont-Sheffield Apartments, consisting of approximately 54 loft dwelling units, at least 20% of which will be occupied by persons of low or moderate income (the "Project"); and

WHEREAS, It is necessary and desirable in order to increase the supply of decent, safe and sanitary rental housing within the corporate limits of the City and for the enhancement of the tax

base and the general welfare of the City and its inhabitants to assist in financing the acquisition, rehabilitation and equipping of the Project located within the City; and

WHEREAS, It is proposed that the trustee (as hereinafter defined), as the mortgagee of record, make a FHA-insured mortgage loan (the "Mortgage Loan") to Lakeview Trust and Savings Bank, Chicago, Illinois, not individually, but solely as trustee under a Trust Agreement dated as of December 16, 1983, known as Trust No. 6563 (the "Mortgagor") to enable the Mortgagor, on behalf of the Owner, to accomplish the acquisition, rehabilitation and equipping of the Project, all as set forth in the Financing Agreement and Indenture hereinafter referred to; and

WHEREAS, An application has been filed with the Federal Housing Administration ("FHA"), an organizational unit within the United States Department of Housing and Urban Development ("HUD") for insurance of the advances made by the Trustee under the Mortgage Loan pursuant to the provisions and the requirements of Section 221(d) (4) of the National Housing Act of 1934, as amended; and

WHEREAS, It is proposed that in furtherance of the purposes set forth above and in order to provide moneys to fund the Mortgage Loan, the City shall issue its Multi-Family Housing Revenue Bonds, Series 1984 (FHA Insured Mortgage Loan-Belmont-Sheffield Project) in an aggregate principal amount not to exceed \$3,000,000 (the "Bonds"); and

WHEREAS, Rodman & Renshaw, Inc. (the "Underwriter") has submitted to the City a proposed form of Bond Purchase Agreement (hereinafter defined) relating to the Bonds; and

WHEREAS, The City has held a public hearing concerning the issuance of the Bonds following reasonable public notice of such hearing in accordance with the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended; and

WHEREAS, Copies of a Bond Purchase Agreement, a Financing Agreement, an Indenture and a Supplemental Regulatory Agreement (as respectively defined hereafter) have been presented to and are before this meeting; now, therefore,

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

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

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement to be entered into by the City, the Owner and the Underwriter, as approved by this Ordinance, relating to the Purchase of the Bonds.

"Bonds" shall mean the Multi-Family Housing Revenue Bonds, Series 1984 (FHA Insured Mortgage Loan - Belmont-Sheffield Project) of the City in an aggregate principal amount not to exceed \$3,000,000 authorized to be issued pursuant to this Ordinance and Article II of the Indenture.

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

"Financing Agreement" shall mean the Financing Agreement relating to the Project, to be entered into by the Mortgagor, the Owner, the City and the Trustee, as approved by this Ordinance, as the same may be amended from time to time in accordance with its terms.

"Indenture" shall mean the Indenture relating to the Bonds, to be entered into by the City and the Trustee, as approved by this Ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Mortgage Loan" shall mean the FHA-insured mortgage loan relating to the Project to be funded from Bond proceeds.

"Mortgagor" shall mean Lakeview Trust and Savings Bank, Chicago, Illinois, not individually but solely as trustee under a Trust Agreement dated as of December 16, 1983 known as Trust No. 6563.

"Owner" shall mean Belmont-Sheffield Limited Partnership, an Illinois limited partnership.

"Project" is defined in the preambles to this Ordinance.

"Project Costs" shall mean and include the sum total of all reasonable or necessary costs incidental to the acquisition, rehabilitation, construction, renovation, remodeling and equipping of the Project, including, without limitation, the following: the cost of studies and surveys; plans and specifications; architectural and engineering services; underwriting fees; legal, accounting, marketing and other special services relating to the Project or incurred in connection with the issuance and sale of the Bonds; necessary commitment, application and other fees to federal, state and local governmental agencies for any requisite approvals for construction, for assisted financing or otherwise; equipment and site development of new and rehabilitated buildings; the relocation of utilities, public ways and parks; demolition, construction, rehabilitation, reconstruction, repair or remodeling of existing buildings, landscaping and site development and all other necessary and incidental expenses, including trustee, servicer and rating agency fees and initial debt service reserves, together with interest on the Bonds issued to finance the Project to a date not more than six months subsequent to the estimated date of completion; any premium for mortgage insurance or insurance with respect to the Bonds; and such other expenses as the City may deem appropriate to effectuate the purposes of this Ordinance.

"Supplemental Regulatory Agreement" shall mean the Supplemental Regulatory Agreement as to Tax Exemption relating to the Bonds and the Project, to be entered into by the Mortgagor, the Owner, the City and the Trustee, as approved by this Ordinance, as the same may be amended from time in accordance with its terms.

"Trustee" shall mean American National Bank and Trust Company of Chicago, and its successors in trust.

"Underwriter" shall mean Rodman & Renshaw, Inc., Chicago, Illinois.

SECTION 2. In order to promote the general welfare of the City and its inhabitants by increasing the City's ad valorem tax base and in furtherance of the other public purposes set forth above, the Project is authorized to be financed as described herein. A portion of the total estimated cost of the Project will be financed by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Mortgagor pursuant to the Financing Agreement and the Indenture. It is hereby found and declared that the financing of the Project and the use of the Project by the Mortgagor and the Owner is necessary to accomplish the public purposes described herein and in the preambles hereto, and, that in order to further secure the Bonds, the mortgaging of the Project by the Mortgagor to the Trustee, as the mortgagee of record, pursuant to a mortgage and the assignment by the City to the Trustee of certain of its rights and interests under the Mortgage Loan pursuant to the Indenture is necessary and proper.

SECTION 3. For the purpose of financing a portion of the Project Costs, the City does hereby authorize the issuance of Bonds to be designated "City of Chicago, Illinois, Multi-Family Housing Revenue Bonds, Series 1984 (FHA Insured Mortgage Loan - Belmont-Sheffield Project)" in the aggregate principal amount not to exceed \$3,000,000. The Bonds shall mature not later than July 1, 2026, shall bear interest payable semi-annually (or at such other time or times provided in the Indenture) at a rate of interest not to exceed twelve percent (12%) per annum, shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture and shall be sold to the Underwriter at a price of not less than 95% of the aggregate principal amount thereof (less any original issue discount which may be used in the marketing of the Bonds) plus accrued interest thereon from the date of the Bonds to the Closing Date (as defined in the Bond Purchase Agreement). The Mayor or the City Comptroller are each hereby authorized and directed to determine, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the interest payment dates, the date of the Bonds, the interest rate, the maturity date, and the purchase price of the Bonds and to make such changes, insertions, and completions in the Bonds, the Bond Purchase Agreement, and other instruments and documents provided for herein as are necessary to reflect such determinations. In fixing the interest rate, the Mayor or City Comptroller, as the case may be, shall take into account the then prevailing interest rates for comparable securities. The Bonds shall not be issued unless a final commitment for issuance of the Mortgage Loan by FHA is in full force and effect.

SECTION 4. The Bonds together with interest thereon, shall be limited obligations of the City secured by the Mortgage Loan and payable solely from the revenues and receipts derived from the Mortgage Loan and the Indenture (except to the extent paid out of moneys attributable to the

Bond proceeds, FHA insurance, Bond insurance, certain funds established under the Indenture or the income from the temporary investment thereof), and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Mortgage Loan and the Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the United States of America, the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City, the State of Illinois or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in this Ordinance shall be construed to authorize the City to create a debt of the City, the State of Illinois or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation represented by the Bonds is as more fully set forth in the Indenture.

SECTION 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. If any of the officers who shall have signed or sealed any of said Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 6. The Indenture is hereby approved in substantially the form presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Indenture on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document (subject to the limitations set forth in Section 3 hereof), their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Indenture the corporate seal of the City. The Trustee, on behalf of the City, is further authorized and directed to execute such instruments, agreements and documents as may be required by HUD or FHA in connection with the Mortgage Loan.

SECTION 7. The Bond Purchase Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City with such changes, insertions and completions therein with respect to the aggregate principal amount, interest payment dates, interest rates, maturity and the purchase price of the Bonds (subject to the limitations set forth in Section 3 hereof) and other matters as shall be approved by such persons executing such document, such execution to constitute conclusive evidence of such approval, and the sale of such Bonds pursuant to the Bond Purchase Agreement is hereby authorized, approved and directed.

SECTION 8. The Financing Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Financing Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Financing Agreement the corporate seal of the City. The proper officials of the City are further authorized to take all action necessary to cause the Owner and the Mortgagor to comply with the requirements set forth in the Financing Agreement.

SECTION 9. The Supplemental Regulatory Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Supplemental Regulatory Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Supplemental Regulatory Agreement the corporate seal of the City. The proper officials of the

City are further authorized to take all action necessary to cause the Owner and the Mortgagor to comply with the requirements set forth in the Supplemental Regulatory Agreement.

SECTION 10. The Mayor or the City Comptroller is hereby authorized and directed to approve the use of a placement memorandum relating to the Bonds for and on behalf of the City pursuant to the Bond Purchase Agreement.

SECTION 11. The appointment of American National Bank and Trust Company of Chicago as Trustee under the Indenture is hereby authorized, approved and confirmed.

SECTION 12. The Mayor, City Comptroller, City Clerk and Deputy City Clerk for and on behalf of the City be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and the Indenture, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, City Comptroller, City Clerk and Deputy City Clerk be, and they hereby are, further authorized and directed for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Bond Purchase Agreement, the Financing Agreement, the Supplemental Regulatory Agreement or the Indenture or that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Bond Purchase Agreement, the Financing Agreement, the Supplemental Regulatory Agreement and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 13. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, agreements, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, agreement, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is placed on an instrument, agreement, certificate or document at the direction of the City Comptroller in the specified manner, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 14. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 15. To the extent that any statutes, or ordinances, resolutions or orders of the City, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 16. This ordinance shall be in full force and effect upon its adoption and approval.

[Bond Purchasing Agreement, Financing Agreement, Supplemental  
Agreement as to Tax-Exemption and Indenture  
omitted for printing purposes, but on  
file and available for public  
inspection in the Office  
of the City Clerk.]



**Authority Granted for Issuance of Revenue Bond to Assist  
Madison Park Associates, Ltd. in Financing  
Acquisition of Property Located at  
1380 E. Hyde Park Blvd.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the issuance of a revenue bond in the amount of \$7,200,000 to assist Madison Park Associates, Ltd. in financing the acquisition of real property located at 1380 E. Hyde Park Boulevard.

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

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

*Nays*--None.

The following is said ordinance as passed:

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

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, and morals and welfare, to license, to tax and to incur debt; and

WHEREAS, It is necessary and in the best interests of the City to (1) provide for and promote the public health, safety and welfare; (2) relieve conditions of unemployment and encourage the increase of industrial and commercial activities and economic development of the City, so as to reduce the evils attendant upon unemployment; (3) provide for efficient, well planned urban growth and development, including the prevention and elimination of slum areas and urban blight and (4) preserve and increase the City's ad valorem tax base; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing which persons, including those of low and moderate income, can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, Private enterprise and investment have been unable, without assistance, to provide the needed decent, safe and sanitary rental housing or to provide sufficient mortgage financing at reasonable rates for such rental housing; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on September 28, 1983, the City has entered into a Memorandum of Agreement with respect thereto with Madison Park Associates, Ltd., an Illinois limited partnership (the "Partnership"), regarding the issuance of revenue bonds by the City to assist in financing the acquisition of the real estate located at 1380 E. Hyde Park Boulevard in the City, and the acquisition, rehabilitation and equipping of the existing property into a residential rental development currently expected to be known as Madison Park Apartments, consisting of approximately 149 dwelling units, at least 20% of which will be occupied by persons of low or moderate income, and approximately 3,000 square feet of commercial space (the "Apartments"); and

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

WHEREAS, It is proposed that in furtherance of the purposes set forth above and in order to provide funds to finance the acquisition, rehabilitation and equipping of the apartments, the City shall issue its Multifamily Housing Revenue Bonds (Madison Park Apartments) in an aggregate principal amount not to exceed \$7,200,000 (the "Bonds"); and

WHEREAS, Boettcher and Company, Inc. (the "Underwriter") has submitted to the City a proposed form of Bond Purchase Agreement (hereinafter defined) relating to the Bonds; and

WHEREAS, The City has held a public hearing on June 28, 1984, concerning the issuance of the Bonds following reasonable public notice of such hearing in accordance with the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended; and

WHEREAS, Copies of a Bond Purchase Agreement, a Loan Agreement, an Indenture, a Qualified Credit Instrument, and a Regulatory Agreement (as respectively defined hereafter) have been presented to and are before this meeting; now, therefore,

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

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

"Apartments" is defined in the preambles to this Ordinance.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement to be entered into by the City, the Partnership and the Underwriter, as approved by this Ordinance, relating to the purchase of the Bonds.

"Bonds" shall mean the Multifamily Housing Revenue Bonds (Madison Park Apartments) of the City in an aggregate principal amount not to exceed \$7,200,000 authorized to be issued pursuant to this Ordinance and Article II of the Indenture.

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

"Costs of the Apartments" shall mean and include the sum total of all reasonable or necessary costs incidental to the acquisition, rehabilitation and equipping of the Apartments, including without limitation, the following: the cost of studies and surveys; plans and specifications; architectural and engineering services; underwriting fees; legal, accounting, marketing and other special services relating to the Apartments or incurred in connection with the issuance and sale of the Bonds; necessary commitment, application and other fees to federal, state and local governmental agencies for any requisite approvals for construction, for assisted financing or otherwise; equipment and site development of a rehabilitated building; the relocation of utilities; landscaping and site development and all other necessary and incidental expenses, including trustee, servicer and rating agency fees and initial debt service reserves, together with interest on the Bonds issued to finance the Apartments to a date not more than six months subsequent to the estimated date of completion; any premium for insurance with respect to the Bonds; and such other expenses as the City may deem appropriate to effectuate the purposes of this Ordinance.

"Credit Instrument Obligor" shall mean ITT Lyndon Property Insurance Company, as issuer of the Qualified Credit Instrument.

"Indenture" shall mean the Indenture relating to the Bonds, to be entered into by the City and the Trustee, as approved by this Ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Land Trustee" shall mean Independence Bank of Chicago, Chicago, Illinois, not individually but solely as successor trustee under a Trust Agreement dated as of August 17, 1983 known on the records of such Land Trustee as Trust No. 1378.

"Loan Agreement" shall mean the Loan Agreement relating to the Apartments, by and between the City, the Partnership and the Land Trustee, as approved by this Ordinance, as the same may be amended from time to time in accordance with its terms.

"Owner" shall mean initially the Partnership and the Land Trustee, jointly and severally, and at any subsequent time of reference the person or persons, if any, who shall succeed to the legal or beneficial ownership of all or any part of the Apartments in accordance with the provisions of the Loan Agreement.

"Partnership" shall mean Madison Park Associates, Ltd., an Illinois limited partnership.

"Qualified Credit Instrument" shall mean one or more bond insurance policies, surety bonds, letters of credit or other credit facilities issued to insure or guarantee the payment of the principal and the interest becoming due on the Bonds.

"Regulatory Agreement" shall mean the Declaration of Restrictive Covenants and Regulatory Agreement relating to the Bonds and the Apartments, to be entered into by the Partnership, the Land Trustee, the City and the Trustee, as approved by this Ordinance, as the same may be amended from time to time in accordance with its terms.

"Trustee" shall mean American National Bank and Trust Company of Chicago, and its successors in trust.

"Underwriter" shall mean Boettcher & Company, Inc., having its principal offices in Denver, Colorado.

SECTION 2. In order to promote the general welfare of the City and its inhabitants by increasing the City's ad valorem tax base and in furtherance of the other public purposes set forth above, the Apartments are authorized to be financed as described herein. A portion of the total estimated cost of the Apartments will be financed by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Owner pursuant to the Loan Agreement and the Indenture. It is hereby found and declared that the financing of the Apartments and the use of the Apartments by the Owner is necessary to accomplish the public purposes described herein and in the preambles hereto, and, that in order to further secure the Bonds, the mortgaging of the Apartments by the Owner to the Trustee, as mortgagee of record, pursuant to a mortgage and the assignment by the City to the Trustee of certain of its rights and interests under the Loan Agreement pursuant to the Indenture is necessary and proper.

SECTION 3. For the purpose of financing a portion of the Costs of the Apartments, the City does hereby authorize the issuance of Bonds to be designated "Multifamily Housing Revenue Bonds (Madison Park Apartments)" in the aggregate principal amount of not to exceed \$7,200,000. The Bonds shall bear interest payable semi-annually (or at such other time or times provided in the Indenture) at a rate of interest not to exceed ten and one-half percent (10-1/2%) per annum from the date of issue and delivery thereof to July 1, 1989 and thereafter at the Reset Rate determined for one or more Reset Periods to be designated by the Owner as provided in the Indenture, with a final maturity not later than July 1, 2004, shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture and shall be sold to the Underwriter at a price of not less than 98-1/2% of the aggregate principal amount thereof (less any original issue discount which may be used in the marketing of the Bonds). The Mayor or the City Comptroller are each hereby authorized and directed to determine, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the interest payment dates, the date of the Bonds, the interest rate, the maturity date, and the purchase price of the Bonds and to make such changes, insertions and completions in the Bonds, the Bond Purchase Agreement, the Indenture, the Loan Agreement and other instruments and documents provided for herein as are necessary to reflect such determinations. In fixing the interest rate, the Mayor or the City Comptroller, as the case may be, shall take into account the then prevailing interest rates for comparable securities.

SECTION 4. The Bonds together with interest thereon, shall be limited obligations of the City equally and ratably secured and entitled to the security of a pledge and assignment of the revenues and receipts derived by the City pursuant to the Loan Agreement and the installment note of the Land Trustee payable to the Trustee in the same aggregate principal amount as the Bonds (the "Note") and certain other documents evidencing and securing the obligations of the Owner under the Loan Agreement, and from any other moneys held by the Trustee under the Indenture for such purpose, and there shall be no other recourse against the City or any property now or hereafter

owned by it. The Bonds shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Indenture. The Bonds and the interest thereon shall not be deemed to constitute an indebtedness, or loan of credit or liability of the United States of America, the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City, the State of Illinois or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in this Ordinance shall be construed to authorize the City to create a debt of the City, the State of Illinois or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation represented by the Bonds is as more fully set forth in the Indenture.

SECTION 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. If any of the officers who shall have signed or sealed any of said Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 6. The Indenture is hereby approved in substantially the form presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Indenture on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document (subject to the limitations set forth in Section 3 hereof), their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Indenture the corporate seal of the City. The Trustee, on behalf of the City, is further authorized and directed to execute such instruments, agreements and documents as may be required from time to time to consummate the transaction contemplated hereby.

SECTION 7. The Bond Purchase Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or Comptroller of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City with such changes, insertions and completions therein with respect to the aggregate principal amount, interest payment dates, interest rates, maturity and the purchase price of the Bonds (subject to the limitations set forth in Section 3 hereof) and other matters as shall be approved by such persons executing such document, such execution to constitute conclusive evidence of such approval, and the sale of the Bonds pursuant to the Bond Purchase Agreement is hereby authorized, approved and directed.

SECTION 8. The Loan Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Loan Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Loan Agreement the corporate seal of the City. The proper officials of the City are further authorized to take all action necessary to cause the Partnership and the Land Trustee to comply with the requirements set forth in the Loan Agreement.

SECTION 9. The Regulatory Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Regulatory Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document,

their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Regulatory Agreement the corporate seal of the City. The proper officials of the City are further authorized to take all action necessary to cause the Partnership and the Owner to comply with the requirements set forth in the Regulatory Agreement.

SECTION 10. The Mayor or the City Comptroller is hereby authorized and directed to approve the use of a placement memorandum relating to the Bonds for and on behalf of the City pursuant to the Bond Purchase Agreement.

SECTION 11. The Qualified Credit Instrument applicable to the Bonds from the date of issuance to July 1, 1989 will be a surety bond issued by ITT Lyndon Property Insurance Company for the benefit of the owners of the Bonds, which surety bond will enable the Bonds to obtain at least an A rating from a nationally recognized rating agency.

SECTION 12. The appointment of American National Bank and Trust Company of Chicago as Trustee under the Indenture is hereby authorized, approved and confirmed.

SECTION 13. The Mayor, City Comptroller, City Clerk and Deputy City Clerk for and on behalf of the City be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and the Indenture, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, City Comptroller, City Clerk and Deputy City Clerk be, and they hereby are, further authorized and directed for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Bond Purchase Agreement, the Loan Agreement, the Regulatory Agreement or the Indenture or that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Bond Purchase Agreement, the Loan Agreement, the Regulatory Agreement and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 14. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, agreements, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, agreement, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is placed on an instrument, agreement, certificate or document at the direction of the City Comptroller in the specified manner, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 15. The Partnership shall pay the City the following fees:

- (a) a financing fee payable on the date of the issuance and delivery of the Bonds equal to one percentage point of the principal amount of the Bonds, and
- (b) an annual administrative fee payable on the first day of July of each year that any portion of the Bonds remain outstanding equal to five one-hundredths percent (.05%) of the then outstanding principal balance of the Bonds.

SECTION 16. The forms, terms and provisions of the Qualified Credit Instrument, are hereby approved in substantially the forms before this City Council or with such completions and changes

therein as shall be approved by the Mayor or Comptroller of the City, the execution and delivery of the Loan Agreement and the Indenture to constitute conclusive evidence of their approval and the approval of the City Council of any and all completions, changes or revisions therein from the form before this City Council.

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 18. To the extent that any statutes, or ordinances, resolutions or orders of the City, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 19. This ordinance shall be in full force and effect upon its adoption and approval.

[Bond Purchase Agreement, Loan Agreement, Indenture of  
Trust, and Declarations and Bonding Agreement  
omitted for printing purposes but on file  
and available for public inspection in  
the Office of the City Clerk.]

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**Authority Granted for Issuance of Industrial Revenue Bond to  
Pepper Construction Company for Project Located at  
Northwest Corner of Orleans and Ontario Sts.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the issuance of an industrial revenue bond for the construction of an office building by the Pepper Construction Company to be located at the northeast corner of Orleans and Ontario Streets in the amount of \$5,000,000.

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

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

*Nays*--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer"), is a political subdivision and a home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois; and

WHEREAS, Pepper Construction Co., a Delaware corporation (the "Borrower"), has applied to the Issuer for economic assistance through the issuance by the Issuer of its economic development revenue bonds to finance the acquisition, construction and installation of facilities to comprise the Borrower's corporate headquarters and construction management offices at 643 North Orleans Street within the City of Chicago, Illinois (hereinafter the "Project"); and

WHEREAS, Pursuant to the powers of the Issuer as a home rule unit under the provisions of Section 6(a) of Article VII of the Illinois Constitution and Chapter 15.2 of the Municipal Code of the City of Chicago, Illinois, as supplemented and amended (hereinafter the "Enabling Ordinance"), the Issuer is authorized and empowered to issue its revenue bonds to finance the Project for the benefit of residents of the Issuer; and

WHEREAS, The Issuer has declared in the Enabling Ordinance its purpose and intent generally to strengthen and promote the economic vitality of the City of Chicago and specifically to encourage and promote the retention and expansion of existing commercial and industrial businesses within the Issuer, and the attraction of new business to the Issuer; and

WHEREAS, By ordinance passed and duly adopted by the City Council of the Issuer on May 30, 1984 (the "Inducement Ordinance"), the Issuer undertook to issue its revenue bonds to finance the Project; and

WHEREAS, The Borrower, in reliance upon and pursuant to the Inducement Ordinance, has proceeded and will proceed with the acquisition, construction and installation of the Project; and

WHEREAS, The Issuer, to provide funds for the Project, intends to issue and sell its Economic Development Revenue Bond (Pepper Construction Co. Project), Series 1984, in the principal amount of \$5,000,000 (the "Bond"), pursuant to and in accordance with the Enabling Ordinance, the Inducement Ordinance and this Ordinance authorizing the Bond, and an Agency Agreement and Assignment, dated as of July 1, 1984 (the "Agency Agreement"), between the Issuer and the First National Bank of Chicago, Chicago, Illinois, as Fiscal Agent (the "Fiscal Agent"); and

WHEREAS, The Bond will be a limited obligation of the Issuer payable by the Issuer solely out of revenues derived from the Project, the Bond will not evidence a debt of the Issuer or a loan of credit extended by the Issuer under any constitutional or statutory provisions, and no holder of the Bond will have the right to compel any exercise of the taxing power of the Issuer to pay the principal of or interest on the Bond; now, therefore,

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

SECTION 1. Issuance of the Bond. To accomplish the purposes of the Enabling Ordinance, and pursuant to and in accordance with the Inducement Ordinance, and to provide for the financing of the cost of the acquisition, construction and installation of the Project, the issuance of the Bond by the Issuer in the principal amount of \$5,000,000 is hereby authorized, subject to the provisions of this Ordinance and the Agency Agreement hereinafter authorized.

The Bond shall bear interest at a rate per annum of 70% of the Corporate Base Rate of the First National Bank of Chicago, as the Corporate Base Rate is defined in the form of the Bond attached as Exhibit A to the Agency Agreement, shall be in the denomination of \$5,000,000, shall be dated, shall mature, shall be subject to redemption prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Agency Agreement and form of the Bond attached as Exhibit A thereto.

The provisions for execution, signatures, authentication, payment and prepayment shall be as set forth in the Agency Agreement and the form of the Bond attached as Exhibit A thereto.

SECTION 2. Security for the Bond. The Bond shall be secured by the pledge made by the Agency Agreement and shall be payable by the Issuer solely from and secured by a pledge of the loan payments, revenues and receipts derived from or in connection with the Project as set forth in the Agency Agreement. The Bond shall also be secured by a mortgage on the Project.

The Bond is a limited obligation of the Issuer, payable solely as provided in the Agency Agreement. The Bond and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the Issuer within the meaning of any constitutional or statutory provision of the State of Illinois. The Issuer shall not be liable on the Bond, nor shall the Bond be payable out of any funds of the Issuer other than those pledged therefor.

SECTION 3. The Agency Agreement. The execution and delivery of the Agency Agreement, substantially in the form attached hereto and made a part of this Ordinance as though set forth in full herein, is hereby authorized. The Mayor of the Issuer (the "Mayor") is hereby authorized to execute, acknowledge and deliver the Agency Agreement with such changes, insertions and omissions as may be approved by the Mayor, and the Clerk of the Issuer (the "Clerk") is hereby authorized to affix the seal of the Issuer on the Agency Agreement and attest the same. The execution of the Agency Agreement by the Mayor shall be conclusive evidence of such approval.

SECTION 4. The Loan Agreement. The execution and delivery of a Mortgage, Leasehold Mortgage and Loan Agreement, dated as of July 1, 1984 (the "Loan Agreement"), among the Issuer, as lender, mortgagee and leasehold mortgagee, the Borrower, as borrower and leasehold mortgagor, and

Orleans Building Corporation, an Illinois corporation ("Orleans"), as mortgagor, substantially in the form attached hereto and made a part of this Ordinance as though set forth in full herein, is hereby authorized. The Mayor is hereby authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by the Mayor, and the Clerk is hereby authorized to affix the seal of the Issuer on the Loan Agreement and attest the same. The execution of the Loan Agreement by the Mayor shall be conclusive evidence of such approval.

SECTION 5. Bond Purchase Agreement. The execution and delivery of a Bond Purchase Agreement, to be dated the date of closing (the "Bond Purchase Agreement"), among the Issuer, the Borrower, Orleans and the First National Bank of Chicago, as purchaser of the Bond (the "Purchaser"), substantially in the form attached hereto and made a part of this Ordinance as though set forth in full herein, is hereby authorized. The Mayor is hereby authorized to execute, acknowledge and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by the Mayor, and the Clerk is hereby authorized to affix the seal of the Issuer on the Bond Purchase Agreement and attest the same. The execution of the Bond Purchase Agreement by the Mayor shall be conclusive evidence of such approval.

SECTION 6. Sale of the Bond. The Bond is hereby authorized to be sold to the Purchaser at the purchase price and on the terms and conditions set forth in the Agency Agreement and the Bond Purchase Agreement.

SECTION 7. Execution of the Bond. The Bond shall be executed in the manner provided in the Agency Agreement and the same shall be delivered to the Fiscal Agent for proper authentication and delivery to the Purchaser upon instructions to that effect.

SECTION 8. Fiscal Agent. The Purchaser of the Bond is hereby designated Fiscal Agent and depository for the Bond proceeds under the Agency Agreement. The Issuer shall have no obligation or liability as principal of the Fiscal Agent for acts of the Fiscal Agent.

SECTION 9. Obligations of the Issuer. All covenants, stipulations, limited obligations and agreements of the Issuer in this ordinance, the Agency Agreement, the Loan Agreement and the Bond Purchase Agreement shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this ordinance, all rights, powers and privileges conferred and duties and liabilities imposed upon the Issuer or the members thereof by the provisions of this ordinance, the Agency Agreement, the Loan Agreement or the Bond Purchase Agreement shall be exercised or performed by the Issuer or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the Agency Agreement, the Loan Agreement or the Bond Purchase Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Issuer in his individual capacity. Neither the members of the City Council of the Issuer nor any officer executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 10. Loan of Proceeds of the Bond. The Issuer is hereby authorized to finance the costs of the Project by loaning the proceeds of the Bond to the Borrower pursuant to the Loan Agreement and the Agency Agreement. The Borrower is authorized to proceed with the acquisition of the Project as set forth in the Loan Agreement.

SECTION 11. Authorized Representatives. The Mayor and the Clerk are hereby directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this ordinance, the Agency Agreement, the Loan Agreement and the Bond Purchase Agreement and the issuance and sale of the Bond.

SECTION 12. Separable Provisions. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.



SECTION 13. Ordinance and Resolutions in Conflict Repealed. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 14. Force and Effect. This ordinance shall be in full force and effect from and after its passage.

[Agency Agreement and Assignment, Bond Purchase Agreement, Memorandum of Agreement, Mortgage, Leasehold Mortgage and Loan Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

**Authority Granted to Execute Redevelopment Agreement for Urban  
Development Action Grant to Krantzen Studios, Inc. for  
Acquiring and Renovating Commercial Property  
Located at 120 S. Ashland Av.**

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

WHEREAS, An ordinance was submitted to the City Council of the City of Chicago on May 9, 1984, authorizing the Mayor to sign an Urban Development Action Grant agreement between the City of Chicago and the United States Department of Housing and Urban Development to provide financial assistance to the Krantzen Studios, Inc. Project, which project will promote the economic revitalization of the Near West Side Community; and

WHEREAS, Pursuant to said agreement the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-84-AA-17-0161 which provides for a loan of grant funds to Krantzen Studios, Inc., an Illinois corporation, in the amount of \$1,000,000 for the acquisition and renovation of the commercial property located at 120 South Ashland Avenue which will create expanded employment of approximately 110 new jobs in the Near West 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 the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$1,000,000 of Urban Development Action Grant funds to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 58296 ("Borrower") and Krantzen Studios, Inc., an Illinois corporation, the sole beneficiary of said trust, for the purpose of acquisition and renovation of the commercial property located at 120 South Ashland Avenue in the Near West Side Community; and which Redevelopment Agreement obligates the developer, Krantzen Studio, Inc., to make the aforesaid acquisition and renovation as part of its redevelopment project by expending \$4,100,000 in private funds; and further obligates Krantzen Studios, Inc., to use its best efforts to create 110 new job opportunities as represented in the original application for funds.

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

SECTION 3. This ordinance shall be effective upon the City Council approving the ordinance submitted May 9, 1984 authorizing the Mayor to execute the Urban Development Action Grant agreement for the Krantzen Studio Project and the passage of this ordinance.

[Exhibit A printed on pages 7997 thru 8014 of this Journal.]

(Continued on page 8015)

EXHIBIT A  
URBAN DEVELOPMENT ACTION GRANT  
REDEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, as of the \_\_\_\_ day of \_\_\_\_\_, 1984, between the CITY OF CHICAGO, ILLINOIS (the "City"), by and through the Department of Economic Development ("DED"), having its offices at 20 North Clark Street, 28th floor, Chicago, Illinois 60602 and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under Trust No. 58296 dated July 20, 1983 ("Borrower"), the sole beneficiary of which is presently Goodwill Industries of Chicago and Cook County, Illinois, an Illinois not-for-profit corporation, having its principal offices at 120 South Ashland Avenue, Chicago, Illinois 60607 and the beneficiary of which upon acquisition will be Kranzten Studio, Inc., an Illinois corporation, presently having its principal offices at 612 South Clinton Street, Chicago, Illinois 60607 ("Developer").

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 acquire and Developer to renovate a facility at 120 South Ashland

Avenue, 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 acquisition by Borrower and renovation by Developer of said facility; and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-84-AA-17-0161 (the "UDAG Grant") which provides that \$1,000,000.00 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, building and fixtures located at 120 South Ashland Avenue, Chicago, Illinois.

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

1.3. "UDAG Collateral" shall mean the Property and other assets of Borrower comprising the Project.

1.4. "UDAG Grant Agreement" shall mean the Agreement Numbered B-84-AA-17-0161 and dated April 6, 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, 110 permanent jobs, of which 16 will be for low and moderate income persons, 16 will be for CETA-eligible persons, and 38 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, as amended from time to time.

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

SECTION 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 substance of the provisions of subsections 16.1. and 16.2. of this Section XVI in every contract, and will request 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.

16.5. Notwithstanding anything herein to the contrary, any Developer contract for the purchase of UDAG Equipment shall not be subject to the provisions of this Section XVI.

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
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If to Borrower or Developer:	Kranzten Studio, Inc. 612 South Clinton Street Chicago, Illinois 60607 Attention: Thomas J. Guttosch
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With a Copy to:	Virginia H. Holden Vedder, Price, Kaufman & Kammholz 115 South LaSalle Street Suite 3000 Chicago, Illinois 60603
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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 affected 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reviewed as to form and legality:

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

July 9, 1984

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO  
Trustee

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

Its \_\_\_\_\_

\_\_\_\_\_

KRANZTEN STUDIO, INC.

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

Attest:

By: \_\_\_\_\_  
Its (Assistant) Secretary

(Corporate Seal)

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 \$1,000,000.00 of Grant Funds for purchase by Borrower and renovation by Developer of an industrial 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 \$5,146,000.00

(b) Developer shall provide at least \$400,000.00 of equity.

(c) Borrower/Developer shall borrow at least \$800,000.00 from First Illinois Bank of Evanston for acquisition of the Property.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the 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 \$1,000,000.00.

(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 18 months from said initial disbursement, but in no event later than January 30, 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 Agreement and has identified the sources of said funds, then the UDAG Grant funds can be drawn down under the following criteria:

(i) Draw 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 Developer shall have furnished to City an ALTA policy mortgage title insurance, in the full amount of the loan, insuring that City will be the holder of a valid second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, subordinated only to

the first mortgage of Dominion Federal Savings and Loan to secure a loan in an amount not to exceed \$3,700.00 and, to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest in machinery and equipment in favor of First Illinois Bank of Evanston.

(iv) No disbursement of UDAG Grant funds shall be made unless and until Developer shall have furnished to City a Builders Risk and Fire Insurance policy or policies duly endorsed to indicate City as an 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 \$4.10 of private funds expended by Developer and Borrower for the Project.

(vii) At such time as Loan disbursements equal or exceed \$800,000.00, the bridge loan of First Illinois Bank of Evanston in the amount of \$800,000.00 shall be paid in full.

## 2. Permanent Loan.

(a) The permanent loan shall be the total sum of \$1,000,000.00 (the original principal) plus the interest accrued during the construction period.

(b) The term of the loan shall be 10 years commencing upon completion of construction but in no event later than January 30, 1986.

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

(d) Principal and interest payments shall be deferred and accrued during the construction period but in no event later than January 30, 1986, and said accrued interest added to the principal balance of the loan. Thereafter, monthly amortization payments of interest and principal shall be made to completely pay off the loan over the remaining loan term.



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. Prepayment of Loan.

The loan may be prepaid at any time without penalty.

EXHIBIT C  
TO REDEVELOPMENT AGREEMENT

The loan made pursuant to this Agreement shall be secured by the following:

1. a second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of Dominion Federal Savings and Loan (the "Senior Lender") in an amount not to exceed \$3,700,000.00; and
2. a security interest in certain machinery and equipment subordinated only to the security interest in favor of First Illinois Bank of Evanston.

The loan shall be guaranteed by Kranzten Studio, Inc. and individually guaranteed by Thomas J. Guttosch.

EXHIBIT D  
TO REDEVELOPMENT AGREEMENT

1. First Illinois Bank of Evanston shall loan the sum of \$800,000.00 to Borrower for the purpose of acquisition of property.

2. Dominion Federal Savings and Loan shall loan at least \$3,700,000.00 to Developer for the purpose of rehabilitation of the Property.

3. Borrower shall provide not less than \$400,000.00 in equity funds for renovation, fixed assets and working capital.

(Continued from page 7996)

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

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

*Nays*--None.

**Authority Granted for Submission of Urban Development  
Action Grant Application for Archer and Ashland  
Neighborhood Commercial Development  
Project.**

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

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

WHEREAS, Dodi Development, Inc. has proposed to construct a 139,000 square foot commercial retail shopping center on a 14.75 acre site located at the intersection of South Archer Avenue and South Ashland Avenue in the 11th Ward of the City of Chicago by expending private funds in the amount of Seven Million, Seven Hundred and Seventy-Seven Thousand, One Hundred and Twenty Dollars (\$7,777,120.00); and

WHEREAS, It is projected that the commercial retail development project will create approximately 320 new permanent employment positions primarily benefiting low and moderate income persons and generate approximately \$942,657 in additional tax revenues; and

WHEREAS, The City of Chicago, through the Department of Planning, will prepare an Urban Development Action Grant application in the amount of One Million, Seven Hundred, and Twenty-Five Thousand Dollars (\$1,725,000.00) to be used along with private funds in the construction and permanent financing of the neighborhood commercial retail development project; 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 Urban Development Action Grant application in the amount of One Million, Seven Hundred and Twenty-Five Thousand Dollars (\$1,725,000.00) for the Archer and Ashland 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 approval of the above referenced 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 Archer/Ashland Neighborhood Commercial Development Project.

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

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

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

*Nays*--None.

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**Transfer of Funds Authorized and Directed for  
Commission on Animal Care and  
Control.**

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

**FROM:**

<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4710-320	Gasoline	\$ 20,000

**TO:**

<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4710-182	Heat, Light and Power	\$ 13,000
100-4710-186	Telephone	\$ 7,000

SECTION 2. That the sole purpose of this transfer of funds is to enable the Commission on Animal Care and Control to meet overdue heat, light and telephone bills.

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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

*Nays*--None.

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**Transfer of Funds Authorized and Directed for  
Building Board of Appeals.**

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. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

## FROM:

<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4470-424	Furniture and Furnishings	\$ 500.00

## TO:

<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4470-015	Schedule Salary Adjustments	\$ 500.00

SECTION 2. That the sole purpose of this transfer of funds is to enable the Building Board of Appeals to cover actual salary adjustments for employees for 1984.

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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

*Nays*--None.

**Transfer of Funds Authorized and Directed for  
Department of Police.**

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. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

## FROM:

<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4143-005	Salaries and Wages on Payroll	\$ 306,000

## TO:

<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4123-149	Other Professional and Technical Services	\$ 306,000

SECTION 2. That the sole purpose of this transfer of funds is to enable the Police Board to conduct audits to insure that no improper investigations infringing upon citizens' First Amendment protected rights are being conducted and for payment of attorneys' fees and costs in *Bigby & Thoele v. City*, 80 C 5246 and *U.S.A. v. City*, 73 L 2030.

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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

**Authority Granted for Allocation of M.F.T. Funds  
for Engineering of New Street Construction  
at Specified Locations.**

The Committee on Finance submitted reports recommending that the City Council pass ten proposed ordinances transmitted therewith authorizing the allocation of Motor Fuel Tax Funds for engineering of the construction of new streets throughout City under specified project numbers in the amount of \$683,500.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

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

*Motor Fuel Tax Project No. 82-05048-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Seventy-eight Thousand and Nine Hundred (\$78,900.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1982-7, M.F.T. Project No. 82-05048-00-PV, for the engineering of the following new streets:

S. Kenneth Ave.	-from the alley south of W. 53rd St. to W. 53rd St.
S. Komensky Ave.	-from its legal limits south of W. 32nd St. to W. 32nd St.
W 1/2 of S. Springfield Ave.	-from the alley south of W. 77th St. to W. 77th St.
W 1/2 of S. Springfield Ave.	-W. 77th St. to W. 75th Pl.
S. Avers Ave.	-S. Archer Ave. to its legal limits south-easterly
S. Hamlin Ave.	-W. 84th St. to W. 83rd Pl.
S. Hamlin Ave.	-W. 49th St. to S. Archer Ave.
S. Ridgeway Ave.	-W. 49th St. to S. Archer Ave.
S. Richmond St.	-W. 74th St. to W. 73rd St.
S. California Ave.	-W. 74th St. to W. 73rd St.

S. Campbell Ave.	-W. 38th St. to its legal limits north
W. 71st Pl.	-from its legal limits west of S. Hoyne Ave. to S. Hoyne Ave.
W. 68th Pl.	-S. Lawndale Ave. to its legal limits east
W. 68th St.	-S. Lawndale Ave. to its legal limits east
W. 57th St.	-from C. & W. I. R. R. (Belt R.R.) to the existing pavement west of S. Kolmar Ave.
W. 53rd St.	-S. Lawndale Ave. to S. Millard Ave.
W. 51st St.	-S. Harding Ave. to S. Lawndale Ave.
W. 28th St.	-S. Troy St. to its legal limits east.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

—  
*Motor Fuel Tax Project No. 32-05045-00-PV.*

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



SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Seventy-two Thousand and Nine Hundred (\$72,900.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1982-4, M.F.T. Project No. 82-05045-00-PV, for the engineering of the following new streets:

S. St. Louis Ave.	- W. 115th St. to W. 111th St.
S. Trumbull Ave.	- W. 112th Pl. to W. 111th St.
S. Homan Ave.	- W. 115th St. to W. 112th Pl.
S. Spaulding Ave.	- W. 115th St. to W. 112th Pl.
S. Sawyer Ave.	- W. 114th St. to its legal limits north
W. 114th St.	- S. St. Louis Ave. to S. Spaulding Ave.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

—  
*Motor Fuel Tax Project No. 82-05043-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Fifty-eight Thousand and Nine Hundred (\$58,900.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1982-2, M.F.T. Project No. 82-05043-00-PV for the engineering of the following new streets:

S. Homan Ave.	- W. 105th St. to W. 104th St.
S. Christiana Ave.	- W. 104th St. to W. 103rd St.
S. Spaulding Ave.	- W. 104th St. to W. 103rd St.
S. Whipple St.	- W. 105th St. to W. 103rd St.
S. Sacramento Ave.	- W. 105th St. to W. 103rd St.
W. 104th St.	- S. Kedzie Ave. to S. Troy St.
W. 104th St.	- S. Albany Ave. to S. Whipple St.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Motor Fuel Tax Project No. 82-05042-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Fifty-two Thousand and Four Hundred (\$52,400.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1982-1, M.F.T. Project No. 82-05042-00-PV, for the engineering of the following new streets:

S. Central Park Ave.	-W. 117th St. to W. 116th Pl.
	-W. 115th Pl. to W. 111th St.
S. Drake Ave.	-W. 112th Pl. to W. 111th St.
W. 116th Pl.	-S. Central Park Ave. to S. St. Louis Ave.
W. 116th St.	-S. Central Park Ave. to S. Homan Ave.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown, and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

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*Motor Fuel Tax Project No. 81-05039-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Sixty-one Thousand and Nine Hundred (\$61,900.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1981-1, M.F.T. Project No. 81-05039-00-PV, for the engineering of the following new streets:

N. Newcastle Ave.	-W. Higgins Ave. to W. Talcott Ave.
N. Oak Park Ave.	-W. Higgins Ave. to W. Rascher Ave.
N. Normandy Ave.	-W. Rascher Ave. to W. Gregory St.
N. Natoma Ave.	-W. Balmoral Ave. to W. Catalpa Ave.
N. Neenah Ave.	-W. Higgins Ave. to W. Balmoral Ave.
N. Natchez Ave.	-from existing pav't. south of W. Catalpa Ave. to W. Gregory St.
N. Mobile Ave.	-W. Balmoral Ave. to W. Gregory St.
W. Rascher Ave.	-N. Newcastle Ave. to W. Talcott Ave.
W. Catalpa Ave.	-Union Ridge Cemetery to N. Normandy Ave.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to

the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Motor Fuel Tax Project No. 80-05038-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Seventy-four Thousand and Nine Hundred (\$74,900.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1980-1, M.F.T. Project No. 80-05038-00-PV, for the engineering of the following new streets:

S. Harding Ave.	- W. 111th St. to W. 110th St.
S. Springfield Ave.	- W. 110th St. to W. 109th St.
S. Hamlin Ave.	- W. 111th St. to W. 109th St.
S. Ridgeway Ave.	- W. from legal limits south of W. 110th St. to W. 109th St.
S. Lawndale Ave.	- W. 111th St. to W. 109th St.
S. Millard Ave.	- W. 111th St. to W. 109th St.
S. Central Park Ave.	- W. 111th St. to W. 109th St.
W. 110th St.	- S. Springfield Ave. to S. Millard Ave.
W. 109th Place	- S. Springfield Ave. to S. Hamlin Ave.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Motor Fuel Tax Project No. 79-05037-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Sixty-five Thousand and Nine Hundred (\$65,900.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1979-2, M.F.T. Project No. 79-05037-00-PV, for the engineering of the following new streets:

S. Harvard Ave.	- W. 125th St. to W. 124th St.
S. Princeton Ave.	- W. 124th St. to W. 123rd St.
S. LaSalle St.	- from 297 ft. south of W. 125th St. to W. 125th St.
S. Perry Ave.	- W. 125th St. to W. 124th St.
S. Prairie Ave.	- E. 119th St. to E. 117th St.
S. Oglesby Ave.	- E. 105th St. to E. 103rd St. - E. 101st St. to E. 100th St.
S. Kingston Ave.	- E. 94th St. to E. 93rd St.
W. 124th St.	- S. Stewart Ave. to S. Princeton Ave.
E. 122nd Pl.	- S. Michigan Ave. to S. Indiana Ave.
E. 105th St.	- S. Oglesby Ave. to S. Bensley Ave.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be

transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

—  
*Motor Fuel Tax Project No. 79-05036-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Eighty Thousand and Nine Hundred (\$80,900.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1979-1, M.F.T. Project No. 79-05036-00-PV, for the engineering of the following new streets:

- |                   |   |
|-------------------|---|
| S. Meade Ave.     | - W. 55th St. to S. Archer Ave.                         |
| N. Lockwood Ave.  | - W. Agatite Ave. to 262.5 ft. north of W. Windsor Ave. |
| S. Lemington Ave. | - W. 45th St. to W. 44th St.                            |
| S. Shields Ave.   | - from 571 ft. south of W. 57th St. to W. 57th St.      |
| W. 61st St.       | - S. Mulligan Ave. to S. Austin Ave.                    |
| W. 59th St.       | - S. Harlem Ave. to S. New England Ave.                 |
| W. 44th St.       | - S. Laramie Ave. to S. Laverne Ave.                    |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

—  
*Motor Fuel Tax Project No. 78-05035-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Seventy-three Thousand and Four Hundred (\$73,400.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1978-18, M.F.T. Project No. 78-05035-00-PV, for the engineering of the following new streets:

S. Drake Ave.	- W. 111th St. to W. 109th St.
S. St. Louis Ave.	- W. 111th St. to W. 109th St.
S. Trumbull Ave.	- W. 110th St. to W. 109th St.
S. Homan Ave.	- W. 111th St. to W. 109th St.
S. Spaulding Ave.	- W. 111th St. to W. 110th St.
S. Sawyer Ave.	- W. 111th St. to W. 110th St.
W. 110th St.	- S. Homan Ave. to S. Kedzie Ave.
W. 109th St.	- S. Homan Ave. to S. Kedzie Ave.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic



control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

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*Motor Fuel Tax Project No. 78-05033-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Sixty-three Thousand and Four Hundred (\$63,400.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1978-16, M.F.T. Project No. 78-05033-00-PV, for the engineering of the following new streets:

- |                                   |   |
|-----------------------------------|---|
| Easterly 1/2 of<br>N. Ozanam Ave. | - W. Talcott Ave. to W. Mrytle Ave.   |
| N. Ozark Ave.                     | - from approx. 520 ft. north of W. Lunt to approx.<br>287 ft. north         |
| N. Olympia Ave.                   | - N. Oneida Ave. to N. Otsego Ave.  |
| N. Avondale Ave.                  | - from its legal limits SE of W. Columbia Ave. to W.<br>Columbia Ave.       |
| N. Oketo Ave.                     | - from approx. 700 ft. south of W. Talcott Ave. north<br>to W. Talcott Ave. |
|                                   | - W. Palatine Ave. to W. Devon Ave.   |
|                                   | - C. & N. W. Ry. to Northwest Hwy.  |
| N. Odell Ave.                     | - W. Bryn Mawr Ave. to W. Talcott Ave.                                      |
| N. Nordica Ave.                   | - W. Bryn Mawr Ave. to W. Talcott Ave.                                      |

- |                                |  |
|--------------------------------|--|
| W. Olive Ave.                  | - N. Odell Ave. to N. Harlem Ave.          |
| N. Narragansett Ave.           | - W. Eastwood Ave. to W. Gunnison Ave.     |
| W. Thorndale Ave.              | - N. Canfield Ave. to N. Ozark Ave.        |
| South 1/2 of<br>W. Myrtle Ave. | - N. Ozanam Ave. to approx. 140 ft. east   |
| W. Hortense Ave.               | - N. Canfield Ave. to approx. 322 ft. east |
| W. Columbia Ave.               | - N. Ozanam Ave. to N. Avondale Ave.       |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

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**Motor Fuel Tax Ordinance Amended Allowing  
Additional Authority to Make Critical  
Repairs to Various Bridges.**

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 Section 1 of the Ordinance of May 5, 1982, page 10556 of the Council Journal, which authorized an allocation of \$283,000 for cleaning and painting of various bridges be amended by adding thereto after the word "others" in line 6, the words "and any critical repairs to these and other structures".

SECTION 2. The City Comptroller and the City Treasurer are authorized to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of said Division of Highways.

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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

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**Motor Fuel Tax Ordinances Amended Concerning Transfer  
of Responsibility for New Streets Program  
from Dept. of Streets and Sanitation  
to Dept. of Public Works.**

The Committee on Finance submitted separate reports recommending that the City Council pass four proposed ordinances transmitted therewith authorizing the amendment of Motor Fuel Tax ordinances in order to transfer responsibility for the New Streets Program from the Department of Streets and Sanitation to the Department of Public Works.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

The following are said ordinances as passed:

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

SECTION 1. The ordinance passed by the City Council on July 13, 1983 and appearing on pages 585 and 586 of the Journal of the Proceedings of the City Council, providing for the construction of M.F.T. Project No. 78-05030-00-PV, is hereby amended by deleting the language in brackets and substituting therefor the language in italics as follows:

Section 2. The Commissioner of [Streets and Sanitation] *Public Works* is authorized to expend from said fund any sum necessary for all work in connection with the construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on July 6, 1983 and appearing on pages 505 and 507 of the Journal of the Proceedings of the City Council, providing for the construction of M.F.T. Project No. 78-05030-00-PV, is hereby amended by deleting the language in brackets and substituting therefor the language in italics as follows:

Section 2. The Commissioner of [Streets and Sanitation] *Public Works* is authorized to expend from said fund any sum necessary for all work in connection with the construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

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

SECTION 1. The ordinance passed by the City Council on December 27, 1982 and appearing on pages 14608 and 14609 of the Journal of the Proceedings of the City Council, providing for the construction of M.F.T. Project No. 78-05030-00-PV, is hereby amended by deleting the language in brackets and substituting therefor the language in italics as follows:

Section 2. The Commissioner of [Streets and Sanitation] *Public Works* is authorized to expend from said fund any sum necessary for all work in connection with the construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on January 28, 1983 and appearing on page 15613 of the Journal of the Proceedings of the City Council, providing for the construction of M.F.T. Project No. 78-05029-00-PV, is hereby amended by deleting the language in brackets and substituting therefor the language in italics as follows:

Section 2. The Commissioner of [Streets and Sanitation] *Public Works* is authorized to expend from said fund any sum necessary for all work in connection with the construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance

to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

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**Motor Fuel Tax Ordinance Amended Decreasing Amount Allocated  
for Demolition of Milwaukee Av. Viaduct Located Between  
Fulton and Kinzie Sts.**

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

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

SECTION 1. That Section 1 of the ordinance of March 25, 1983, page 16551 of the Council's Journal, which authorized an allocation of \$400,000.00 from the City's share of M.F.T. Funds for the demolition of the Milwaukee Avenue Viaduct be amended by deleting therefrom the amount \$400,000.00 in line 2 thereof and substituting therein the amount \$250,000.

SECTION 2. The City Comptroller is hereby directed to transfer the \$150,000 balance to the City's unobligated Motor Fuel Tax Funds.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of said Division of Highways.

SECTION 5. This ordinance shall be in force and effect from and after its passage.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

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**Allocation of Motor Fuel Tax Funds Authorized for Engineering and  
Reconstruction of Portion of Sheridan Rd.**

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

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$150,000.00 from the City's share of the Motor Fuel Tax Funds for the engineering and for the construction work required for the reconstruction of Sheridan Road at the intersection of N. Sheridan Rd. and W. Sheridan Rd., said work to be performed by day labor or contract.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering and incidental costs, including the

employment of testing engineers, consulting engineers and for the payment of any damage claims to adjoining property owners, resulting from the construction work authorized herein. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefore, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefore, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Transportation of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax Project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

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

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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

At this point in the proceedings Alderman Sawyer moved to *Recess* for ten minutes. The motion *Prevailed*.

After ten minutes, Mayor Washington called the City Council to order.

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**Authority Granted for Implementation of Southwest  
Transit (Rapid Transit) Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed

ordinance transmitted therewith authorizing the implementation of the Southwest Transit (Rapid Transit) Project which includes the authority to apply for continued project funding.

Alderman Burke introduced the following amendment to the said proposed ordinance:

I hereby move to amend an ordinance concerning the authority to implement the Southwest Transit Project by deleting that language bracketed and adding that language in italics and by renumbering the current Section 9 as a new Section 10 as follows:

[Section 6. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the Project's procurement needs, such as materials and services necessary for the completion of the Southwest Transit Project.]

*Section 6. That the Mayor is authorized to propose an affirmative minority business policy in connection with the Project's materials and service needs, which policy shall become effective only upon adoption by the City Council.*

*Section 9. That all contracts for professional services or otherwise in an amount of Fifty Thousand Dollars (\$50,000) or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago.*

[Section 9.] *Section 10. That this ordinance shall be effective by and from the date of passage thereof.*

Alderman Evans moved to Lay the Amendment on the Table. The motion *Lost* by yeas and nays as follows:

*Yeas*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--21.

*Nays*--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--29.

Alderman Burke then moved to *Adopt* the foregoing amendment. 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, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--29.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--21.

Thereupon, on motion of Alderman Burke the said proposed ordinance was *Passed* as amended 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, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--28.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--21.

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

The following is said ordinance as passed:

WHEREAS, The U.S. Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, On October 2, 1979, the U.S. Secretary of Transportation approved a joint request of the Mayor and the Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which required the concurrence of the Metropolitan Planning Organization; and

WHEREAS, On February 21, 1980, the Metropolitan Planning Organization concurred in the Mayor's program, rendering each project, contained therein, eligible for Federal financial assistance; and

WHEREAS, The program includes funds for the Southwest Transit Project; and

WHEREAS, The City of Chicago has initiated the Southwest Transit Project in order to improve the quality of transit service provided to the Southwest Corridor, to encourage investment in the Corridor, and to increase residential accessibility to employment opportunities; and

WHEREAS, It is the intent of this ordinance to allow the City of Chicago through its Department of Public Works to implement the Southwest Transit Project by applying for and receiving Federal and State funding grants and by carrying out the design/engineering and construction all in accordance with applicable City, State and Federal statutes and regulations; and

WHEREAS, The estimated total cost for the Southwest Transit Project is \$495,000,000 in 1984 dollars to be funded under the Interstate Transfer Program with the U.S. Department of Transportation providing \$420,750,000 (85%), and the Illinois Department of Transportation providing \$74,250,000 (15%) with no local match required by the City; and

WHEREAS, By ordinance passed January 18, 1983 (C.J.14903) the City Council authorized the execution of grant contracts between the City of Chicago and the Urban Mass Transportation Administration (IL-23-9020) and between the City and Chicago and the Illinois Department of Transportation (CAP-83-200-IST, No. 961) for the Southwest Transit Project totalling \$8,700,000, of which \$7,395,000 (85%) is the Federal share and \$1,305,000 (15%) is the State share; and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when the City is procuring construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file applications and amendments thereto on behalf of the City of Chicago, with the U.S. Department of Transportation and the Illinois Department of Transportation to aid in the continued financing of the Southwest Transit Project.

SECTION 2. That the Mayor is authorized to execute and file with such applications or amendments thereto an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1974.

SECTION 3. That the funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U.S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of \$495,000,000 or such amount as may be received by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Southwest Transit Project.



SECTION 4. That the Commissioner of Public Works is authorized to furnish additional information, and execute assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the projects.

SECTION 5. That the Mayor is hereby authorized to execute contracts and assurances pertaining to the Southwest Transit Project between the U.S. Department of Transportation and the City of Chicago and Illinois Department of Transportation and the City of Chicago.

SECTION 6. That the Mayor is authorized to propose an affirmative minority business policy in connection with the Project's materials and service needs, which policy shall become effective only upon adoption by the City Council.

SECTION 7. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Southwest Transit Project, in accordance with the Statement of Project attached hereto, any substantive change to which shall be submitted to the City Council.

SECTION 8. That the implementation and completion of the Southwest Transit Project hereby authorized shall be in accordance with applicable City, State and Federal statutes, regulations and procedures.

SECTION 9. That all contracts for professional services or otherwise in an amount of Fifty Thousand Dollars (\$50,000) or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago.

SECTION 10. That this ordinance shall be effective by and from the date of passage thereof.

Statement of Project attached to this ordinance reads as follows:

The Southwest Transit Project will be an addition to the rapid transit rail system of the Chicago Transit Authority consisting of:

- a) Approximately 9.3 miles of double track line from Midway Airport to 18th and Federal Streets principally along existing railroad right-of-way. The transit line will be mix of subway, aerial and embankment structure.
- b) Up to nine rapid transit stations along the line with island or side platforms, canopies and at least one escalator and one elevator per platform. Off-street bus unloading, park-n-ride or kiss-n-ride facilities will be provided at stations as warranted.
- c) Rapid rail cars will be purchased for use on this line.

The Commissioner of Public Works shall be responsible for the implementation of the Southwest Transit Project and is authorized to prepare or cause to be prepared, detailed plans, specifications, and bid documents and to supervise and control construction of this Project.

The Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, any and all contracts/agreements and amendments thereto pertaining to the Southwest Transit Project, all in accordance with applicable City, State and Federal statutes and regulations.

The City Comptroller and the City Treasurer are authorized to disburse the grant funds received from the Urban Mass Transportation Administration and the Illinois Department of Transportation as required to carry out the Southwest Transit Project.

The City Comptroller is directed to and shall keep books of accounts for the Southwest Transit Project separate and distinct from the other accounts of the City of Chicago and in such manner as to show the true and complete costs and all financial facts and data pertaining thereto. Such accounts shall be so kept as to show the actual cost of the Southwest Transit Project and they shall be kept in accordance with guidelines by the Urban Mass Transportation Administration of the U.S. Department of Transportation and by the Illinois Department of Transportation.

The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services or construction necessary to complete the Southwest Transit Project. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

The Commissioner of Public Works, on behalf of the City of Chicago, is authorized to acquire such rights-of-way and easements necessary for the Southwest Transit Project. These acquisitions shall be submitted to the City Council of the City of Chicago for its approval in accordance with applicable City, State and Federal statutes and regulations.

All persons and corporations owning or operating public utility structures and appliances in, upon, over, across or along the streets, alleys, or public places in which the Southwest Transit Project is to be constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph and other public utilities, and any conduits, pipes, wires, poles or other properties used for said purposes or any of them) who shall at the time of construction of the Southwest Transit Project own or operate public utility structures and appliances within any portion of the streets, alleys, or public places to be excavated in the construction of the Southwest Transit Project or to be crossed by elevated structures or ordered, directed, and required to remove said public utility structures and appliances from their locations in said streets, alleys or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets, alleys and public places for public utility purposes as hereafter may be designated.

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**Authority Granted for Implementation of Jackson Park  
Transit Line Improvement and Also Authorizing  
Department of Public Works to Apply for  
Continued Project Funding.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the implementation of the Jackson Park Transit Line improvement, which further authorized the Department of Public Works to apply for continued project funding in the amount of \$26,000,000.

Alderman Burke introduced the following amendment to the said proposed ordinance:

I hereby move to amend an ordinance concerning the authority to implement the Jackson Park Transit Improvement Project by deleting that language bracketed and adding that language in italics and by renumbering the current Section 9 as a new Section 10 as follows:

[Section 6. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the Project's procurement needs, such as materials and services necessary for the completion of the Jackson Park Transit Improvement Project.]

*Section 6. That the Mayor is authorized to propose an affirmative minority business policy in connection with the Project's materials and service needs, which policy shall become effective only upon adoption by the City Council.*

*Section 9. That all contracts for professional services or otherwise in an amount of Fifty Thousand Dollars (\$50,000) or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago.*

[Section 9.] *Section 10.* That this ordinance shall be effective by and from the date of passage thereof.

Alderman Burke moved to *Adopt* the foregoing amendment. 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, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman--17.

Thereupon, on motion of Alderman Burke the said proposed ordinance was *Passed* as amended 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, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--28.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--21.

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

The following is said ordinance as passed:

WHEREAS, On March 26, 1888 (C.J. 741) the City Council of the City of Chicago passed an ordinance, which has been amended from time to time, providing for the construction of an elevated transit line from Congress Street (500 S.) in an alley between State and Wabash Avenue to Jackson Park at 63rd and Stony Island (1600 E.); and

WHEREAS, The City of Chicago has developed the Jackson Park Transit Improvement Project to ensure the continued provision of high-quality transit service within the 63rd Street Corridor in a manner consistent with the revitalization of the surrounding community; and

WHEREAS, This transit improvement includes the rehabilitation or new construction of elevated stations, installation of street lighting, and demolition of unused elevated structure; and

WHEREAS, It is the intent of this ordinance to allow the City of Chicago through its Department of Public Works to implement the Jackson Park Transit Improvement Project by applying for and receiving Federal and State funding grants and by carrying out the design/engineering and construction all in accordance with applicable City, State and Federal statutes and regulations; and

WHEREAS, The estimated total cost for the Jackson Park Transit Improvement Project is \$26,000,000 in 1983 dollars to be funded under the Interstate Transfer Program with the U. S. Department of Transportation providing \$22,100,000 (85%), the Illinois Department of Transportation providing \$3,900,000 (15%); and

WHEREAS, By ordinance passed August 17, 1983 (C.J. 1527) the City Council authorized the execution of grant contracts for the Jackson Park Transit Improvement Project between the City of Chicago and the U. S. Department of Transportation, and between the City of Chicago and the Illinois Department of Transportation in an amount of \$3,000,000, of which \$2,550,000 is the Federal share and \$442,500 is the State share, and \$7,500 is the City share; and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the Applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when the City is procuring construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file applications and amendments thereto on behalf of the City of Chicago, under the Interstate Transfer Program with the U. S. Department of Transportation and the Illinois Department of Transportation to aid in the financing of the Jackson Park Transit Improvement Project.

SECTION 2. That the Mayor is authorized to execute and file with such applications or amendments thereto an assurance or any other document required by the U. S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1974.

SECTION 3. The funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U. S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of \$26,000,000 or such amount as may be received by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Jackson Park Transit Improvement Project.

SECTION 4. That the Commissioner of Public Works is authorized to furnish additional information, and execute assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the projects.

SECTION 5. That the Mayor is hereby authorized to execute contracts and assurances pertaining to the Jackson Park Transit Improvement Project between the U. S. Department of Transportation and the City of Chicago and Illinois Department of Transportation and the City of Chicago.

SECTION 6. That the Mayor is authorized to propose an affirmative minority business policy in connection with the Project's materials and service needs, which policy shall become effective only upon adoption by the City Council.

SECTION 7. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Jackson Park Transit Improvement Project, substantially in accordance with the Statement of Project attached hereto, any substantive changes to which shall be submitted to the City Council.

SECTION 8. Implementation and completion of the Jackson Park Transit Improvement Project hereby authorized shall be in accordance with applicable City, State and Federal statutes, regulations and procedures.

SECTION 9. That all contracts for professional services or otherwise in an amount of Fifty Thousand Dollars (\$50,000) or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago.

SECTION 10. This ordinance shall be effective immediately upon passage thereof.

Statement of Project attached to this ordinance reads as follows:

JACKSON PARK TRANSIT IMPROVEMENT PROJECT.  
STATEMENT OF PROJECT.

The Jackson Park Transit Improvement Project will consist of the following:

- a) Elevated stations at 61st Street, King Drive, Cottage Grove Avenue, and University Avenue on the Jackson Park Line will be rehabilitated or reconstructed.
- b) A new Dorchester Avenue terminal for the Jackson Park Line will be constructed including a rapid transit station, bus loading area and connection to the Illinois Central Railroad Commuter Station and approximately 1000 feet of new trestle structure between Dorchester Avenue and University Avenue.
- c) The Dorchester Bridge, the elevated structure east of the IC tracks, and the Jackson Park Station (at Stony Island) will be demolished.

- d) Free-standing lights will be installed east of the elevated structure from Stony Island Avenue to the Dorchester Bridge; lights attached to the elevated structure along 63rd Street from Dorchester Terminal to the curve west of Calumet Avenue will be renewed.
- e) Noise abatement devices will be installed where appropriate along the 63rd Street Branch.

The Commissioner of Public Works shall be responsible for the implementation of the Jackson Park Transit Improvement Project and is authorized to prepare or cause to be prepared, detailed plans, specifications, and bid documents and to supervise and control construction of this Project.

The Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, any and all contracts/agreements and amendments thereto pertaining to the Jackson Park Transit Improvement Project, all in accordance with applicable City, State and Federal statutes and regulations.

The City Comptroller and City Treasurer are authorized to disburse the grant funds as required to carry out the Jackson Park Transit Improvement Project.

The City Comptroller is directed to and shall keep books of accounts for the Jackson Park Transit Improvement Project separate and distinct from the other accounts of the City of Chicago and in such manner as to show the true and complete costs and all financial facts and data pertaining thereto. Such accounts shall be so kept as to show the actual cost of the Jackson Park Transit Improvement Project and they shall be kept in accordance with guidelines by the Urban Mass Transportation Administration of the U. S. Department of Transportation and the Illinois Department of Transportation.

The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services or construction necessary to complete the Jackson Park Transit Improvement Project. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

The Commissioner of Public Works, on behalf of the City of Chicago, is authorized to acquire such rights-of-way and easements necessary for the Jackson Park Transit Improvement Project. These acquisitions shall be submitted to the City Council of the City of Chicago for its approval in accordance with applicable City, State and Federal statutes and regulations.

All persons and corporations owning or operating public utility structures and appliances in, upon, over, across or along the streets, alleys, or public places in which the Jackson Park Transit Improvement Project is to be constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph and other public utilities, and any conduits, pipes, wires, poles or other properties used for said purposes or any of them) who shall at the time of construction of the Jackson Park Transit Improvement Project own or operate public utility structures and appliances within any portion of the streets, alleys, or public places to be excavated in the construction of the Jackson Park Transit Improvement Project are ordered, directed, and required to remove said public utility structures and appliances from their locations in said streets, alleys, or public places and to relocate same in such place or places in the streets, alleys or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets, alleys and public places for public utility purposes as hereafter may be designated.

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**Execution of Agreement Authorized Between City and State for  
Improvement of Laramie Av. Between North Av. and  
Cornelia Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago and the State of Illinois for the improvement of Laramie Avenue between North Avenue and Cornelia Avenue in the amount of \$3,300,000.

On motion of Alderman Burke the said proposed ordinance was *Passed* by a viva voce vote.

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 review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Laramie Avenue between North Avenue and Cornelia Avenue described therein, said agreement to be substantially in the following form:

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

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Laramie Avenue between North Avenue and Cornelia Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

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

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

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

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

Now Be It Therefore Resolved, The State Agrees:

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

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State, and the Federal Highway Administration to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations.

7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

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

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the partial reconstruction and complete resurfacing of Laramie Avenue between North Avenue and Cornelia Avenue.

The intersections of Laramie Avenue with Belmont Avenue and with Grand Avenue will be improved by throat widening.

The existing at-grade railroad spur track located south of Grand Avenue will be removed from the pavement.

Traffic signals will be modernized at the intersections of Laramie Avenue with Bloomingdale Avenue, Grand Avenue, Palmer Street, Wrightwood Avenue, Diversey Avenue, Wellington Avenue, Belmont Avenue and Roscoe Avenue.

Curbs, gutters and sidewalks will be repaired or replaced as necessary. Sidewalk ramps for the handicapped and pavement markings will be provided. Utilities will be adjusted as necessary and all other appurtenances necessary to complete the project will be provided.

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

Contract Construction	\$ 1,800,000
Force Account Construction	\$ 1,200,000
Construction Engineering/Supervision	\$ <u>300,000</u>
<b>TOTAL:</b>	<b>\$ 3,300,000</b>

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

Federal-Aid Share (FAU) (75.18% of \$3,300,000)	\$ 2,480,940
Non-Federal Share (State) (24.82% of \$3,300,000)	\$ <u>819,060</u>
<b>TOTAL:</b>	<b>\$ 3,300,000</b>

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$900,966, with any non-federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by December 1, 1987.

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

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

[Signature forms omitted for printing purposes.]

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

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

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**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 (December 28, 1983, April 13, 25 and June 6, 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 motion of Alderman Burke *each* of the said proposed ordinances was *Passed* by a viva voce vote.

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

**FREE PERMITS.**

*Elim Baptist Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Elim Baptist Church, 10835 S. Pulaski Road for an addition to the church and remodeling to the existing building on the premises known as No. 10835 S. Pulaski Road.



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

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

—  
*The Woodlawn Organization.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Woodlawn Organization, 6040 S. Harper Avenue, for the construction of a 3-story/38-apartment building on the premises known as No. 1351 E. 62nd Street.

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

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

—  
LICENSE FEE EXEMPTIONS.

*Hospitals.*

*Bethany 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:

Bethany Hospital (former location - 3821 W. Washington Boulevard)  
No. 3435 W. Van Buren Street.

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

—  
*Edgewater 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:

Edgewater Hospital  
No. 5700 N. Ashland Avenue.

SECTION 2. This ordinance shall be in force 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 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:

Evangelical Health Systems  
(Woodlawn Hospital)  
No. 5050 S. Drexel Avenue.

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

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*Henrotin 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:

Henrotin Hospital  
111 W. Oak Street.

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

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*Northwestern Memorial 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:

Northwestern Memorial Hospital  
Superior Street and Fairbanks Court.

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

---

*Schwab Rehabilitation Center*

*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:

Schwab Rehabilitation Center  
No. 1401 S. California Boulevard.

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

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**Authority Granted for Extension of Sublease for Ground at  
500 Peshtigo Court (Kraft Building).**

The Committee on Finance submitted a report recommending that the City Council pass a proposed

ordinance transmitted therewith authorizing the extension of the sublease for the ground at 500 Peshtigo Court, Chicago, Illinois (property upon which the Kraft Building is located).

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

The following is said ordinance as passed:

WHEREAS, Kraft, formerly known as (a) Kraftco, Inc.; (b) National Dairy Products Corporation as successor by merger to (c) Kraft Foods Company, and (d) Kraft-Phenix Cheese Corporation, entered into that certain Lease dated September 1, 1936 by and between the Chicago Dock and Canal Company, now known as Chicago Dock and Canal Trust, as lessor (hereinafter referred to as "Lessor"), and Kraft-Phenix Cheese Corporation, as lessee (hereinafter referred to as "Lessee"); and

WHEREAS, The Lease is a ground lease for those certain parcels of real estate (hereinafter referred to collectively as the "Real Estate"), legally described in the Lease and in Exhibit A attached hereto, located in the City of Chicago, County of Cook, State of Illinois, and more commonly known as 500 Peshtigo Court, Chicago, Illinois; and

WHEREAS, Kraft, pursuant to the terms of the Lease, caused to be constructed the office building and all other improvements located on the Real Estate (hereinafter collectively referred to as the "Improvements"); and

WHEREAS, There was located within the Improvements numerous articles of furniture, furnishings and other personal property (hereinafter collectively referred to as the "Personal Property"); and

WHEREAS, Kraft desired to donate to the City all of its right, title and interest in and to (a) the Improvements, (b) its interest in the Real Estate created pursuant to the Lease, including certain rights and options to extend the Lease, and (c) the Personal Property (hereinafter referred to as the "Donation"); and

WHEREAS, The City desired to accept the Donation; and

WHEREAS, Kraft offered the Donation to the City of Chicago by letter dated December 21, 1982; and

WHEREAS, The City, by ordinance dated December 27, 1982, authorized the Mayor of the City of Chicago to accept the Donation and execute a Donation and Sublease Agreement with Kraft; and

WHEREAS, The Mayor of the City of Chicago executed the Donation and Sublease Agreement on December 30, 1982, (hereinafter referred to as the "Sublease"); and

WHEREAS, The City shall have the right and option to extend the Sublease term to either April 29, 2006 or April 29, 2016, as the City may elect; now, therefore,

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

SECTION 1. It is hereby found and determined that it is useful, desirable and in the best interests of the City of Chicago to extend the term of the Sublease between Kraft, Inc. and the City of Chicago for a period of thirty years.

SECTION 2. That the Mayor and City Comptroller are authorized to execute a written notice and direction to Kraft, Inc., authorizing Kraft, Inc. to extend the term of the Lease to April 30, 2016.

SECTION 3. That this ordinance be effective immediately upon the passage thereof.

[Exhibit A printed on pages 8048 thru 8076 of this Journal.]

**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 June 20, 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>
ABC Youth Center 3415 W. 13th Place	B1-312613 (Bldg.)	\$ 23.00
Augustana Hospital 411 W. Dickens Avenue	F2-400051 (Fire Alarm Box)	10.00
Augustana Hospital 419 W. Dickens Avenue	B1-401600 (Bldg.)	57.50
Chicago School and Workshop (sundry locations)	A1-401176 (Elev.)	103.00
	P1-304218 (Fuel Burn. Equip.)	150.00
Chicago University Realty 1400 E. 57th Street	B1-318928 (Bldg.)	34.50
Church Home 5445 S. Ingleside Avenue	F2-400119 (Fire Alarm Box)	10.00
Goodman Theatre 200 S. Columbus Drive	D1-308380 (Sign)	7.50
Hyde Park Neighborhood Club 5480 S. Kenwood Avenue	P1-310882 (Fuel Burn. Equip.)	60.00
Northwest Home 6300 N. California Avenue	F2-400169 (Fire Alarm Box)	10.00
Rehabilitation Institute of Chicago 345 E. Superior Street	R1-407445 (Drwy.)	100.00
Resurrection Hospital 7435 W. Talcott Avenue	F2-400183 (Fire Alarm Boxes)	30.00
	No. 2 B & W Boiler	20.00

(Continued on page 8077)

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LEASE

*cr*

THE CHICAGO DOCK AND CANAL COMPANY.  
LESSOR

TO

KRAFT-PHENIX CHEESE CORPORATION.  
LESSEE

*cr*

DATED SEPTEMBER 1. 1936

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THE CHICAGO DOCK AND CANAL COMPANY, 215 WEST JACKSON, CHICAGO

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**This Indenture**, made this first day of September, in the year of our Lord One Thousand Nine Hundred and Thirty-Six, between **THE CHICAGO DOCK AND CANAL COMPANY**, a corporation organized and existing under and by virtue of a special act of the Legislature of the State of Illinois and doing business in the City of Chicago, in said State, party of the first part, hereinafter referred to as the "Lessor," and **KRAFT-PHENIX CHEESE CORPORATION**, a corporation of the State of Delaware, duly licensed to transact business in the State of Illinois and doing business in the City of Chicago, in said State, party of the second part, hereinafter referred to as the "Lessee,"

WITNESSETH as follows:

#### ARTICLE FIRST.

##### PREMISES AND TERMS.

The Lessor, in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Lessee to be kept, observed and performed, has demised and leased and does by these presents demise and lease unto the Lessee the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

Lots Three (3), Four (4), Five (5) and Six (6) in The Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1889, in Book 39 of Plats, at page 18, as Document No. 1157023;

TO HAVE AND TO HOLD the above described premises, with the appurtenances thereunto belonging, unto the said Lessee

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for and during the term of forty-nine (49) years and six (6) months, beginning on the first day of November, A. D. 1936, and ending on the thirtieth day of April, A. D. 1936, unless said term shall be sooner terminated as hereinafter set forth, yielding possession and paying rent therefor as hereinafter provided.

It is understood and agreed that said premises are demised subject to the terms and conditions of an agreement between the Lessor and Charles P. Megan, Trustee of the property of Chicago and Northwestern Railway Company, bearing date March 10th, 1936.

The Lessor hereby gives and grants to the Lessee the right and privilege of using and enjoying the switchtracks on Lots One (1) to Five (5) inclusive in The Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago aforesaid and on Lots One (1) to Seven (7), inclusive, in Sub-block Three (3) in Block Nineteen (19) in Kinzie's Addition to Chicago, in common with other owners of the lots above described and the right to use the tracks across Illinois Street connecting the tracks above described with the switch-tracks running south of Illinois Street.

The Lessor agrees to join with the Lessee in the execution of whatever easements or grants may be necessary to perpetuate the right to use said tracks, but it is understood by the Lessee that the Lessor is not to be held liable for any damages whatsoever resulting in any way from the use of said tracks and that the Lessor does not guarantee a continued right to the use of said tracks by the Lessee for any reasons beyond the control of the Lessor.

The Lessor covenants with the Lessee that the Lessor will not cancel or in any way interfere with the existing easement granted to the Chicago & Northwestern Railway Company and said Megan covering the existing switch-tracks during the term of this lease, and further that Lessor will keep, observe and perform all of the covenants to be kept, observed

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or performed by it under the terms of said agreement for easement.

## ARTICLE SECOND.

### RENT.

SECTION 1. In consideration of the leasing aforesaid, said Lessee hereby covenants and agrees to pay to said Lessor rent for said demised premises as follows: The sum of One Million Four Hundred Thirty-four Thousand Eight Hundred Twenty-seven Dollars and Forty Cents (\$1,434,827.40) payable as follows: The sum of Eight Hundred Eighty-three Dollars and Fifty Cents (\$883.50) upon the execution of this lease and the sum of Eight Hundred Eighty-three Dollars and Fifty Cents (\$883.50) on the first day of each and every month beginning December 1, 1936, up to and including the month of April 1939; the sum of Fourteen Hundred Seventy-two Dollars and Fifty Cents (\$1472.50) on May 1, 1939, and the sum of Fourteen Hundred Seventy-two Dollars and Fifty Cents (\$1472.50) on the first day of each month thereafter up to and including the month of April 1941; the sum of Nineteen Hundred Twenty-six Dollars and Sixteen Cents (\$1926.16) on the first day of May 1941 and the sum of Nineteen Hundred Twenty-six Dollars and Sixteen Cents (\$1926.16) on the first day of each month thereafter up to and including the month of April 1950; the sum of Twenty-six Hundred Ninety-six Dollars and Sixty-six Cents (\$2696.66) on the first day of May 1950 and the sum of Twenty-six Hundred Ninety-six Dollars and Sixty-six Cents (\$2696.66) on the first day of each month thereafter up to and including April 1986.

SECTION 2. Said Lessee covenants and agrees to pay the rent hereby reserved at the office of Ogden, Sheldon & Co., Chicago, Illinois, or at such other place in the City of Chicago as said Lessor may from time to time in writing designate.



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All of said rents shall be paid in lawful money of the United States of America.

SECTION 3. Said Lessee shall have the right, upon giving to the Lessor written notice of its intention so to do not less than six (6) months prior to May 1, 1941, to surrender to the Lessor on May 1, 1941, possession of the North half of Lots Three (3) and Four (4) aforesaid, demised by this lease, and to surrender and cancel this lease on May 1, 1941, insofar as it pertains to the North half of said Lots Three (3) and Four (4), provided, however, that at the time of such surrender the Lessee shall not be in default in the observance or performance of any of the covenants or agreements in this lease contained, and provided further that any buildings or improvements that shall have been placed by the Lessee on the North half of said Lots Three (3) and Four (4) shall have been removed.

If notice shall not be given by the Lessee to the Lessor as aforesaid, then all the terms of this lease shall remain in full force and effect during the full term hereby demised.

Should this lease be cancelled and surrendered as to the North half of Lots Three (3) and Four (4), as above provided, then the monthly rent hereby reserved for the period from May 1, 1941, to and including April 30, 1950, shall be reduced by the sum of Four Hundred Fifty-three Dollars and Seventy-five Cents (\$453.75) per month and the monthly rent of the demised premises for the period beginning May 1, 1950, to the end of the term hereby demised shall be reduced by the sum of Six Hundred Thirty-five Dollars and Twenty-five Cents (\$635.25) per month.

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## ARTICLE THIRD.

## TAXES.

SECTION 1. As a further consideration for the leasing aforesaid the Lessee covenants and agrees to and with the Lessor that the Lessee will pay (in addition to the rents above specified) all taxes and assessments, general and special, including water rents, levied or assessed upon said demised premises, or any part thereof, and upon the improvements situated thereon, during the term hereby demised, or levied or assessed during said term, upon the interest of the Lessor in and under this lease, all of which said taxes and assessments shall be paid by the Lessee in the name of and on behalf of the Lessor before any penalty or interest accrues thereon or on any part thereof.

Refunds to the Lessor of any portion of said taxes and assessments so paid in the name of the Lessor shall belong to the said Lessee and Lessor agrees to pay over and deliver the same to Lessee, provided said Lessee is not in default under said lease.

It is understood and agreed that the Lessee shall pay the general taxes on said demised premises for the years 1937 to 1985, both inclusive, and that the Lessee shall pay two-twelfths ( $2/12$ ) of the taxes on said demised premises for the year 1936 and four-twelfths ( $4/12$ ) of the taxes on said premises for the year 1986.

If this lease shall be surrendered and cancelled as above herein provided as to the North half of Lots Three (3) and Four (4) hereby demised, the Lessee shall be relieved of the payment of eight-twelfths ( $8/12$ ) of the taxes and assessments on the North half of said Lots Three (3) and Four (4) for the year 1941 and all of the taxes and assessments on the North half of said Lots Three (3) and Four (4) for the remaining years of the term of this lease.

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It is mutually covenanted and agreed that nothing herein contained shall be construed to require the Lessee to pay any capital levy upon the Lessor's estate or any so-called inheritance, estate or transfer tax growing out of any inheritance, devise, gift, transfer or conveyance of the Lessor's estate or of or upon the Lessor's interest in or under this lease or of any interest in the reversion of said real estate, provided, however, that any capital levy upon the Lessee's interest in the demised lands and in the buildings thereon shall be paid by the Lessee; nor shall anything in this lease contained be construed to require the Lessee to pay any so-called income taxes assessed upon or in respect of the income of the Lessor, or any income taxes chargeable to or required to be paid by the Lessor, unless said income taxes shall be specifically levied against the income of the Lessor derived from the rent by this lease reserved expressly as and for a specific substitute for the taxes, in whole or in part, on the real estate by this lease demised which the Lessee has heretofore agreed to pay and discharge, which said income taxes said Lessee covenants and agrees upon reasonable written notice from the Lessor to pay as and when the same become due and payable; provided, however, that if the amount or rate of such income taxes so specifically levied against the income of the Lessor as a specific substitute for the taxes on the real estate by this lease demised which the Lessee has agreed to pay should be increased by reason of any other income received or property owned by the Lessor, then the Lessee shall not be obligated to pay such increased amount or excess, but only such tax as the Lessor would be obligated to pay in case it had no income other than the rental called for under this lease and after all deductions and exemptions allowed and specifically applicable by law to the income from the real estate hereby demised, not including any personal deduction or exemption allowed to the Lessor.

SECTION 2. The Lessee covenants and agrees to deliver to

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the Lessor from time to time original or duplicate original receipts showing the payment of all taxes and assessments required to be paid by the Lessee under the terms hereof within thirty (30) days from the date of the respective payments evidenced thereby. It is mutually agreed that the Lessee shall have the right to contest or review by legal proceedings (in the name of the Lessor if necessary) or in such other manner as it may deem suitable, all or any part of any tax or assessment or the payment or satisfaction of any tax or assessment which Lessee is required to pay under the terms hereof upon condition that it give to the Lessor ten (10) days' prior written notice of its intention so to do and that within said ten (10) days it either give to the Lessor a bond properly conditioned to save the Lessor harmless from the taxes or assessments so contested and all costs, loss or damage resulting from such proceedings or from the failure of the Lessee to make any such payments with surety satisfactory to the Lessor and in amount equal to one hundred twenty-five per cent (125%) of the amount of such tax or assessment so contested or that it deposit with the Lessor within said ten (10) days a sum equal to one hundred twenty-five per cent (125%) of the amount of such tax or assessment so contested; but, in the event Lessee shall exercise its option to deposit such sum of money in lieu of a bond, the Lessor shall not pay such tax or assessment until such proceedings, contests or other legal proceedings shall have been finally adjudicated and, if the same as a result of such proceedings, contest or other legal proceedings be reduced, cancelled or to any extent discharged, the Lessor after paying the amount found to be due by such adjudication shall return to the Lessee the amount, if any, paid by the Lessee in excess of the final sum with interest, penalties and other charges directed to be paid in or by such adjudication, the Lessee remaining liable for any deficiency. Subject to the right of the Lessee to contest or review any tax or assessment as aforesaid, the Lessor shall at its option

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have the right at all times during the said demised term to pay any taxes, assessments and interest and penalties on said taxes or assessments upon said premises, the building or buildings at any time situated thereon or any interest thereon herein agreed to be paid by the Lessee, remaining unpaid after the same shall have become delinquent or after any penalty or interest shall have accrued thereon, and without any obligation on the part of the Lessor to inquire into the validity of the taxes, assessments or other charges upon said premises so paid, and to pay, cancel and clear off all liens, charges and claims upon or against said demised premises, or the improvements thereon, herein provided to be paid by the Lessee, and to redeem said premises from the same, or any of them, from time to time, and the amount so paid, including reasonable expenses, shall be so much additional rent due from the Lessee to the Lessor at the next rent day after such payment, with interest at the rate of seven per cent (7%) per annum from the date of the payment thereof by the Lessor until the repayment thereof to the Lessor by the Lessee. Nothing hereinabove contained shall confer any right upon the Lessor to pay any such taxes, assessments, interests or penalties, so long as Lessee shall have given notice as hereinbefore provided, of its intention to contest or review the same, and shall have given the bond or made the deposit of money as hereinbefore provided and such contests or legal proceedings involving such contest or review have not been finally adjudicated.

SECTION 3. It is mutually covenanted and agreed that notwithstanding the other provisions of this lease the Lessee shall not be under obligation to pay any special assessments levied or assessed upon said demised premises on or after the first day of May, A. D. 1981 if the term of the lease shall terminate on or before April 30th, 1986; and that if the term of the lease shall be extended as herein provided then the Lessee shall not be under obligation to pay any special

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assessments levied or assessed upon said demised premises during the last five years of the extended term of the lease.

#### ARTICLE FOURTH.

##### USE AND CARE OF PREMISES.

SECTION 1. The Lessee hereby covenants and agrees to and with the Lessor that the Lessee will not use, or suffer or permit any person to use, said premises or any building at any time upon said premises for any use or purpose in violation of the laws of the United States, the State of Illinois or the ordinances of the City of Chicago, and that during said term said premises, and every part thereof, shall be kept by the Lessee in a clean and wholesome condition and, generally, that all lawful and valid health and police regulations shall in all respects and at all times be fully complied with by the Lessee, and also that the improvements at any time upon said demised premises and all the sidewalks and areas in front and along the side of the same, as well as in the rear thereof, shall be made and kept by the Lessee in good order and repair, conformable to the lawful or valid requirements of the City of Chicago and all other public authorities, and the Lessee shall save harmless the Lessor at all times against any loss, damage, cost or expense by reason of a failure so to do in any respect, or by reason of any accident, loss or damage resulting to person or property by reason of any act or thing done or omitted to be done by the Lessee, its agents or employees upon the said premises.

SECTION 2. The Lessee further covenants and agrees that the Lessee will save and keep harmless the Lessor and the above demised premises at all times during the continuance of this lease from all damages, claims, fines, penalties, costs and expenses whatsoever which may result to the Lessor, or to said demised premises, or to any improvements at any time situated thereon under the provisions of the present or any

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future statute of the State of Illinois, or of the United States, concerning the manufacture, sale or giving away of either spirituous, fermented or intoxicating liquors on said demised premises or in any building at any time situated thereon.

SECTION 3. The Lessee further agrees to pay all lawful inspection fees of any public office in connection with the said demised premises during the term of this lease.

### ARTICLE FIFTH.

#### REENTRY UPON DEFAULT.

SECTION 1. The Lessee further covenants and agrees to and with the Lessor that if default shall at any time be made by the Lessee or its successors or assigns in the payment of the rent when due as aforesaid after any installment thereof becomes due and payable as aforesaid, and such default shall continue for forty-five (45) days after notice in writing thereof to the Lessee, or if default shall be made in any of the other covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by the Lessee, or its successors or assigns, and such default shall continue seventy-five (75) days after notice thereof in writing to the Lessee, it shall and may be lawful for the Lessor, at its election, to declare the said term ended and the said demised premises, and all buildings then situated thereon, or any part thereof, either with or without process of law, to reenter, and the Lessee and every person occupying, in or upon the same to expel, remove and put out, using such force as may be necessary in so doing, and the said premises, and all buildings then situate thereon, again to repossess and enjoy as in its first and former estate.

SECTION 2. Lessee hereby waives any demand for the possession of said premises in the event of the forfeiture of this lease and agrees that the written notice of default here-

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inbefore provided for may be given as hereinafter in Article Fifteenth provided.

#### ARTICLE SIXTH.

##### LIEN OF RENT.

It is further covenanted and agreed by and between the parties hereto that all installments of rent payable under this lease, after the same shall become due and payable, and the amount of all taxes and assessments paid by the Lessor under the provisions of this lease and all costs, reasonable attorneys' fees and expenses which may be incurred by the Lessor in enforcing the provisions of this lease or on account of any delinquency of the Lessee in carrying out any of the provisions of this lease shall be and they are hereby declared to be a valid and first lien upon any and all buildings standing or which may be erected or placed upon the said demised premises and upon the interest of the Lessee and its assigns in this lease and in the premises hereby demised. The Lessee agrees to pay all said costs, reasonable attorneys' fees and expenses.

#### ARTICLE SEVENTH.

##### COVENANTS AGAINST LIENS.

It is expressly covenanted and agreed by and between the parties hereto that nothing in this lease contained shall authorize the Lessee to do any act which shall in any way encumber the title of the Lessor in and to said demised premises, nor shall the interest or estate of the Lessor therein be in any way subject to any claim by way of lien or encumbrance, whether claimed by operation of law or by virtue of any express or implied contract by the said Lessee, and any claim to a lien upon said demised premises arising from any act or omission of the Lessee shall accrue only against the leasehold



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estate of the Lessee or improvements placed on said demised premises by Lessee and shall in no wise operate as a lien or encumbrance upon the title and rights of the Lessor in and to said demised premises and shall in all respects be subject to the paramount title and rights of the Lessor in and to said demised premises.

And the Lessee hereby covenants and agrees to and with the Lessor that the Lessee will save harmless said Lessor and said demised premises from all mechanics' liens in any way arising or growing out of any contract or agreement, express or implied, made by the Lessee with reference to said demised premises during the term of this lease.

## ARTICLE EIGHTH.

## INTEREST UPON ARREARS.

It is further covenanted and agreed that each and every installment of rent accruing under the covenants of this lease which shall not be paid when due shall bear interest at the rate of seven per cent (7%) per annum from the day when the same is payable under the terms of this lease until the same shall be paid, and that all other sums becoming due or payable to the Lessor under this lease, including all moneys expended by the Lessor pursuant to the provisions of this lease on account of any default by the Lessee in the performance or observance of any of the covenants of this lease, shall in like manner bear interest from the respective dates when the same shall be advanced or paid by the Lessor at the rate of seven per cent (7%) per annum, until the same shall be repaid by the Lessee to the Lessor, and all sums so advanced or paid by the Lessor shall become additional rent under the terms of this lease and shall become due and payable with the installment of rent falling due under the terms of this lease next after the date of the advance or payment of said sum by the Lessor.

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## ARTICLE NINTH.

## ASSIGNMENT OF LEASE.

The Lessee hereby covenants and agrees to and with the Lessor that it will not assign this lease without the written consent of the Lessor provided such consent shall not be unreasonably withheld and provided further Lessor's consent shall not be withheld in the event Lessee either consolidates or merges with or into any other corporation or sells or transfers all or substantially all of its property and assets to any other corporation and this lease is assigned in connection therewith; provided, however, that any such consolidation, merger, sale or transfer shall be upon the condition that the corporation formed by or resulting from any such consolidation or merger or which shall have received the transfer of all or substantially all of the property and assets of the Lessee shall assume the obligations of the Lessee hereunder; and, in the event of any such consolidation, merger, sale or transfer, the Lessee shall be relieved of its obligations hereunder. The Lessee agrees to pay to said Lessor any reasonable charges and expenses incurred by said Lessor in connection with any such assignment.

It is agreed, however, that the Lessee may sublet said premises, or parts thereof, provided that notwithstanding such subletting the Lessee shall remain liable upon the covenants and agreements of this lease which extend to and bind said Lessee.

## ARTICLE TENTH.

It is further expressly covenanted and agreed by and between the parties hereto that in no case shall the Lessor be liable under any express or implied covenant of this lease for any damage whatsoever to the said Lessee beyond the loss of the rent reserved by this lease accruing after the act or breach

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of covenant for which damages may be sought to be recovered against said Lessor, and in the event that said Lessee shall be ousted from the possession of said premises by reason of any defect in the title of said Lessor, said Lessee shall not be required to pay any rent under this lease while it is so deprived of the possession of said premises, and that said Lessor shall not incur any liability by such ouster beyond the loss of rent while said Lessee is so deprived of possession of said premises.

## ARTICLE ELEVENTH.

## ERECTION OF BUILDINGS AND IMPROVEMENTS.

SECTION 1. It is mutually understood and agreed that the Lessee may at any time during the term (original or extended) of this lease erect upon said demised premises such buildings and improvements as it may desire to erect; that the Lessee may at any time during the said term of this lease remove from said demised premises any and all buildings which may be located thereon; and that the title to any and all buildings placed by the Lessee upon said demised premises during the original or extended term of this lease shall remain in the Lessee.

*title  
in  
lease*

SECTION 2. As a protection to the Lessor against possible mechanics' liens upon the lands hereby demised growing out of the erection by the Lessee of buildings and improvements on said lands, the Lessee agrees that before commencing the erection upon said lands of any building or improvements, and before letting any contracts in connection with the erection thereof, the Lessee will furnish to the Lessor copies of the plans and specifications of said buildings and improvements and an estimate of the cost of the building or improvements so to be erected made by the architect having charge of the erection thereof and verified by his affidavit, and that before commencing the erection of said building or improve-

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ments, and before the making of any contracts for the erection thereof, the Lessee will deposit with Continental Illinois National Bank and Trust Company of Chicago, doing business in Chicago, Illinois, hereinafter called the "Trustee," securities approved by said Trustee having an actual market value of not less than two-thirds ( $2/3$ ) of the estimated cost of the building and improvements which the Lessee proposes to construct upon the demised premises. Said Lessee may make said deposit, hereinafter called the "Fund," wholly or partially in cash in lieu of said securities, and the Fund so to be deposited shall be held and applied by said Trustee in trust as follows:

(1) Until default shall be made by the Lessee in the observance or performance of the covenants, agreements and conditions in this lease contained on its part to be kept, observed and performed, all the net income received by said Trustee from said Fund shall, after deducting therefrom its reasonable costs and charges in connection with the deposit thereunder, be paid over as and when received, upon request, to the Lessee; and upon the completion of the erection of the new buildings and improvements upon the demised premises and the payment by said Lessee of all costs, expenses and liabilities incurred in the erection of said buildings and improvements, so that said demised premises and the buildings situated thereon shall be free and clear of all liens of mechanics and materialmen and similar liens arising out of the construction of said buildings and improvements, so much of said Fund as is then on deposit under this lease with said Trustee shall be paid over and delivered to the Lessee upon its paying said Trustee its reasonable costs and charges in connection with said Fund.

(2) When said Lessee shall have commenced to construct new buildings and improvements upon said demised premises in accordance with the estimate of the architect submitted to the Lessor as aforesaid and shall have prosecuted the erec-

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tion of such buildings and improvements and made payments on account thereof to such an extent that the Fund then in possession of said Trustee hereunder shall be sufficient to pay for the completion of said new buildings and improvements, the said Lessee shall be entitled, from time to time as the work progresses, to have said Fund then on deposit applied by said Trustee upon architect's certificates to the payment of the cost of completing said new buildings and improvements or from time to time to withdraw cash and/or securities from said Fund so deposited in an amount equal to the payments thereafter made by said Lessee on account of the completion or the further construction of said buildings and improvements as evidenced by architect's certificates; provided, however, that there shall at all times be left with said Trustee a sufficient amount in value of said Fund to pay for completion of said buildings and improvements so that the same shall be free from the liens of mechanics and materialmen.

(3) In the event that said Lessee shall make default in any of the payments required to be made by it under the terms of this lease while said Fund, or any part thereof, shall remain on deposit with said Trustee, said Lessor, at its option, shall have the right to receive from said Trustee out of said Fund an amount or amounts equal to the payment or payments in regard to which said Lessee shall so make default.

SECTION 3. Notwithstanding the provisions of Section 2 of this Article Eleventh, it is agreed that the Lessee shall have the right, without making deposits of cash or securities as aforesaid to erect any additional building or from time to time to make additions to and changes in existing buildings standing on said premises which additional building or changes and additions shall cost not to exceed Fifty Thousand Dollars (\$50,000.00) in accordance with architect's estimates to be furnished as aforesaid.

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If in any case the Lessee shall fail to complete the erection of any buildings or improvements within two (2) years after the erection thereof shall have been commenced by the Lessee, then the money and securities then remaining on deposit with the Trustee shall be delivered by the Trustee to the Lessor and shall be used by the Lessor for the purpose of completing the erection of such buildings and improvements and protecting the demised lands from mechanics' liens in any way growing out of the erection of said buildings and improvements, returning any residue to the Lessee.

It is mutually agreed that, notwithstanding the foregoing provisions of this Section 3, the Lessee at any time upon written notice to the Lessor may abandon the completion of any additions to or changes in existing buildings which it shall have commenced to make and have returned to it the amount, if any, deposited with the Trustee to secure the erection thereof, provided that the Lessee in such case before receiving its deposit shall place any buildings then on the demised premises in good and usable condition, free from liens.

SECTION 4. It is expressly covenanted and agreed by and between the parties hereto that the Lessor and Lessee herein, by an instrument in writing duly executed by them and delivered to the then acting Trustee hereunder, shall have the right to remove such Trustee. It is further covenanted and agreed by and between the parties hereto that in case of the dissolution, resignation, removal, inability or refusal to act of the then Trustee, any successor trustee appointed by an instrument in writing duly executed by the Lessor and Lessee herein, shall be entitled, on payment of the reasonable costs and charges of the then acting Trustee, to receive from said Trustee all securities, moneys, policies or other property held by said Trustee hereunder, and shall thereafter be vested with all of the rights and powers herein conferred upon the Trustee herein appointed.

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## ARTICLE TWELFTH.

## SURRENDER UPON TERMINATION.

SECTION 1. The said Lessee covenants and agrees with the said Lessor that, upon the termination of this lease in any manner or for any cause, the said Lessee will at once surrender and deliver up to the Lessor said demised premises together with all the improvements thereon and that all buildings, fixtures and improvements then standing on the said demised premises shall belong to the said Lessor, and that no compensation shall be allowed or paid therefor, unless the original term of this lease shall have been extended pursuant to the terms hereof, in which event all buildings, fixtures and improvements standing on said demised premises at the end of the original term shall continue to belong to said Lessee, provided however that upon termination for any cause of said extended term, all buildings and improvements then upon said demised premises shall be surrendered and shall belong to the Lessor without any compensation paid to said Lessee.

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It is mutually agreed that (1) the Lessee at any time when it shall not be in default in the observance or performance of any of the covenants or agreements of this lease on its part to be kept, observed or performed shall have the right to remove from the demised premises the buildings and fixtures standing thereon; and (2) the Lessee shall not remove from the demised premises any buildings or fixtures standing thereon while the Lessee shall be in default in the observance or performance of any of its covenants and agreements in this lease contained.

Lessor further covenants and agrees to and with said Lessee that Lessee shall have and said Lessor hereby grants to said Lessee the right and option, at its election and upon the terms and conditions hereinafter set forth, to extend the term of this lease for a further period of twenty (20) years.

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or of thirty (30) years from and after the date specified herein for the termination of the term hereof at an annual rental of five per cent (5%) of the fair cash value of said demised lands, which said value shall be determined as hereinafter provided.

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It is mutually agreed by the parties hereto that, if the fair cash value of said demised lands during an extended period of this lease shall not have been agreed upon by the parties hereto on or prior to the first day of May, A. D. 1981, then said value shall be determined by appraisement as follows:

The Lessee may at any time after the first day of May, A. D. 1981, select a disinterested person as an appraiser and notify in writing the Lessor of such selection, whereupon the Lessor shall, within fifteen (15) days after receiving such notice, select a disinterested person as an appraiser and notify in writing the Lessee of such selection, and in case the Lessor shall not, within fifteen (15) days thereafter select an appraiser as above provided and notify the Lessee in writing, of such selection, the Lessee may select a second appraiser of like qualification.

The two persons chosen as appraisers as above provided shall select a third appraiser of like character and qualifications as above provided within fifteen (15) days after the selection of said second appraiser, and if the two appraisers first selected as aforesaid shall be unable to agree upon said third appraiser within the time above specified then either of the parties to this lease, upon giving fifteen (15) days' notice in writing to the other party or to the appraiser selected by it, may apply to any Judge of any Court having chancery jurisdiction within the said County of Cook for the appointment of a third appraiser, and any appraiser appointed by any such Judge upon such application shall have the same powers and duties as if selected by the two appraisers first selected as hereinbefore provided. In case any person selected or appointed to act as appraiser under this lease shall neglect or refuse to serve or shall be unable to act, then the



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party or persons selecting or the Court appointing him shall forthwith select or appoint another person as appraiser in his place and the other person so selected or appointed shall have like qualifications, powers and duties as the person who shall neglect, refuse or be unable to act; and the parties aforesaid in case of the neglect, refusal or inability of any appraiser to act shall continue to select or appoint appraisers in the manner aforesaid until persons shall be selected or appointed as appraisers hereunder who are willing and able to act. Said appraisers so appointed shall ascertain and determine the fair cash value at the time of said appraisal of said demised lands as if the same were vacant and without any improvements thereon and were unencumbered by this lease; and the award in writing of said appraisers, or of a majority of them, shall be binding upon all parties to this lease for the purpose of fixing such values. A duplicate of the award of said appraisers shall be delivered by them to each of the parties to this lease.

It is mutually agreed that all expenses of said appraisal, including reasonable compensation to the appraisers, shall be borne equally by the parties hereto.

SECTION 2. The Lessee shall exercise its option to extend the term of this lease as follows: On or before the first day of May, A. D. 1984, the Lessee shall give to the Lessor notice in writing of its election to extend the term of this lease beyond the thirtieth day of April, A. D. 1986, and in said notice the Lessee shall state whether the extension shall be for twenty (20) or for thirty (30) years.

If written notice shall not be given to the Lessor by the Lessee as aforesaid, the said option shall terminate on the first day of May, A. D. 1984.

It is mutually agreed, however, that if the award of the appraisers herein provided for shall not have been completed and delivered to the parties hereto on or before the first day of February, A. D. 1984, then the right and option of the Les-

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see to extend the term of this lease for a further period of twenty (20) years or of thirty (30) years from the thirtieth day of April, A. D. 1986, shall be extended beyond the first day of May, A. D. 1984, for a period of ninety (90) days from the date on which the award of said appraisers shall be completed and delivered to the parties hereto; and within said extended period of ninety (90) days the Lessee shall give to the Lessor notice in writing of its election to extend the term of this lease and in said notice the Lessee shall state whether the extension shall be for twenty (20) years or for thirty (30) years; and if written notice shall not be given to the Lessor by the Lessee within said ninety (90) days as aforesaid, then said option shall terminate at the expiration of said period of ninety (90) days. And in any event the Lessee's said option to extend this lease shall terminate on the thirtieth day of April, A. D. 1986, if the same shall not have been exercised as herein provided prior to said date.

SECTION 3. In the event of the election of said Lessee to extend the term of this lease, the Lessor and Lessee covenant and agree forthwith to execute a new lease of said demised lands for the additional period of twenty (20) years or of thirty (30) years as Lessee may elect, which lease shall provide for an annual rental to be paid by the Lessee for said additional period equal to five per cent (5%) of the value of the said demised lands fixed by said appraisement and shall contain all the covenants, agreements and provisions herein contained (with the covenant to pay rent being modified as aforesaid) except the agreement by the Lessor to extend the term of this lease, it being the agreement of the parties hereto that there shall be no extension of the term of this lease beyond April 30, A. D. 2016; and that, if the term demised by this lease shall be extended pursuant to the provisions hereof for a period of twenty (20) years or of thirty (30) years from May 1, 1986, then upon the termination of said extended lease by lapse of time or otherwise all buildings and improve-

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ments then standing upon the demised premises shall belong to and be surrendered to the Lessor without any compensation being paid therefor.

It is mutually agreed by the parties hereto that if a new lease shall not be executed by the parties hereto for the extended period herein provided for then this lease shall continue in force and effect for the extended period with such changes therein as may be necessary to make said lease conform to the requirements for the new lease above set forth and the annual rental for the additional period of twenty (20) years or of thirty (30) years herein provided for shall be five per cent (5%) of the fair cash value of said lands fixed by appraisement for the extended period as above provided, payable in equal monthly installments in advance at the same times in each year as in this lease provided with regard to the rent payable during the original term demised by this lease; and, on the termination of this lease at the expiration of the extended period herein provided for, all the buildings and improvements upon said demised premises shall be surrendered to and belong to the Lessor without any compensation being allowed or paid therefor.

#### ARTICLE THIRTEENTH.

##### CONDEMNATION.

SECTION 1. It is mutually agreed by and between the parties hereto that if at any time during the term hereby demised the entire property hereby demised shall be taken under eminent domain proceedings, or if so much of said property shall be taken in said proceedings that the portion remaining uncondemned shall not be suitable for the purposes for which said demised premises are then being utilized by the Lessee, then this lease and the term hereby demised shall terminate and be at an end on the day on which the Lessee shall be required to surrender possession of the condemned premises

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pursuant to the judgment in said condemnation proceeding, and the entire amount awarded in said proceeding for the demised lands taken and for damages to the portion of said demised lands not taken shall belong to and be paid to the Lessor as if no lease on said lands were in existence, and the amount awarded in said proceeding for the buildings and improvements on said lands so taken and for damages to the portion of said buildings and improvements not taken shall belong to and be paid to the Lessee.

It is expressly understood that it is a condition upon which this lease is made that under the circumstances above specified the Lessee shall not be entitled to receive in said proceeding any portion of the amount awarded in said proceeding for the demised premises, except the amount awarded for the buildings and improvements taken in said proceeding and damages to the portion of said buildings and improvements not taken.

SECTION 2. It is further mutually agreed by the parties hereto that if a portion of said demised premises shall be taken in eminent domain proceedings during the term hereby demised and the remainder of said premises not taken shall be suitable for the purposes for which said demised premises are then being utilized by the Lessee, then the entire amount of the award made in said proceedings for the portion of the demised lands taken and for damages to the remainder of said lands not taken shall be paid to the Lessor as if no lease were in existence on said lands, and the amount awarded in said proceeding for the portion of the buildings and improvements on the demised lands taken in said proceeding, together with the amount, if any, awarded for damages to the portion of said buildings not taken shall be paid to the Lessee; and in such event this lease shall continue in force and the amount of the yearly rent hereby reserved shall be abated in each year of the portion of the demised term remaining after the date when the Lessee shall surrender possession of the por-

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tion of the demised premises taken in said condemnation proceeding, pursuant to the judgment in such proceeding, by an amount which shall bear the same proportion to the rent reserved by and payable under this lease for such year that the area in square feet of the part of the lands hereby demised so taken by condemnation shall bear to the total area in square feet of the lands demised by this lease and remaining subject to the lease at the time of the condemnation judgment or at the option of the Lessee by an amount which shall be three and one-half per cent (3½%) of the amount of the award paid to the Lessor pursuant to the judgment in said proceeding for the portion of the demised lands taken in said proceeding and for the damages to the lands not taken.

## ARTICLE FOURTEENTH.

## SUB-SIDEWALK SPACE.

It is mutually agreed by the parties hereto that the Lessor does not by this lease demise to the Lessee any space under, in, upon or above any street, alley or sidewalk adjoining or adjacent to said demised premises, but the Lessor gives to the Lessee during the continuance of the term of this lease, and subject to all the covenants, provisions and conditions thereof, only such rights to the use of any space under, in, upon or above any adjoining or adjacent street, alley or sidewalk as the Lessor himself may have, and therefore said Lessee expressly covenants and agrees to save said Lessor harmless from all claims by the City of Chicago, or any other public authority, for compensation or damages, by reason of the use, or occupation of, or intrusion upon, above or under any street, alley or sidewalk, or part thereof, adjoining or adjacent to said demised premises by said Lessee, or anyone occupying said demised premises under the said Lessee. And the Lessee further covenants and agrees that upon the termination of this lease in any way, whether by lapse of time or otherwise, all interests of the Lessee and of anyone claiming,

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or to claim, under it, or on its behalf, in any such space, however such interests may have been acquired or secured, shall revert to the Lessor without any compensation being allowed or paid therefor.

### ARTICLE FIFTEENTH.

#### MANNER OF SERVING NOTICE.

In every case where, under any of the provisions of this lease, or in the opinion of either Lessor or Lessee, or otherwise, it shall or may become necessary or desirable to make, give, serve or deliver any declaration, demand or notice of any kind or character or for any purpose whatsoever, it shall be sufficient:

Either (1) to deliver, or cause to be delivered, a copy of any such declaration, demand or notice to the Lessor or Lessee for the time being (as the case may be) provided that if the party to whom such notice, declaration or demand is being given is a corporation, then the delivery shall be to an executive officer of such corporation:

Or (2) to send or cause to be sent a copy of any such declaration, demand or notice by registered mail, postage prepaid, properly addressed to the Lessor or the Lessee for the time being (as the case may be) at such last address as the one party may have theretofore furnished to the other party in writing for the declared and express purpose of receiving notices, which said notice of address or change of address shall be given by one of the methods provided in this Article:

Or (3) if the Lessee shall not have so furnished an address as above specified, then said declaration, demand or notice may be conspicuously posted for ten consecutive days in three places upon the demised premises.

All notices to or demands upon the Lessor or Lessee are hereby required to be in writing: and in any case the declaration, demand or notice, or copy thereof, may be signed and made, given or served by the Lessor and/or Lessee, in person or by an agent, attorney or servant.

And in each and every case such service, in any of the modes above provided, of any declaration, demand or notice

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shall be sufficient and held effectual for all purposes and no other or further declaration, demand or notice or method or manner of giving, serving or delivering the same, shall be required.

## ARTICLE SIXTEENTH.

It is further covenanted and agreed by and between the parties hereto that all the covenants, agreements, conditions and undertakings in this lease contained shall extend to and be binding upon the successors, legal representatives and assigns of the respective parties hereto the same as if they were in every case named and expressed, and wherever in this lease reference is made to either of the parties hereto it shall be held to also include and apply to, wherever and whenever applicable, the successors, legal representatives and assigns of such party the same as if in each and every case so expressed.

IN WITNESS WHEREOF each of the parties hereto has caused this Indenture to be signed in its corporate name, by its President, and its corporate seal to be hereto affixed, attested by its Secretary, the day and year first above written.

THE CHICAGO DOCK AND CANAL COMPANY,

By William O'Brien  
President.

Attest:

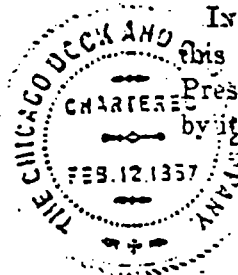
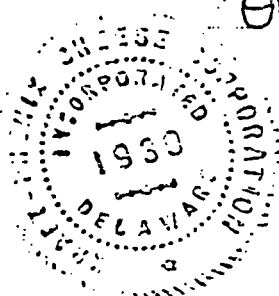
William A. Van Houghton  
Secretary.

KRAFT-PHENIX CHEESE CORPORATION,

By J. Kraft  
President.

Attest:

Ray A. Berman  
Secretary.



BOOK 33069 PAGE 530

28

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK.

I, H. Decola, a Notary Public in and for said county and state do HEREBY CERTIFY that J. L. Kraft and Oliver A. Blackburn personally known to me to be the same persons whose names are respectively as President and Secretary of Kraft-Phenix Cheese Corporation, a corporation of the State of Delaware, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said Kraft-Phenix Cheese Corporation and as their own free and voluntary act for the uses and purposes therein set forth.

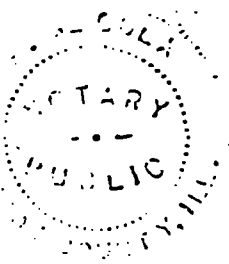
GIVEN UNDER MY HAND and Notarial Seal this 23rd day of September, A. D. 1936.

H. Decola

Notary Public.

My Commission Expires:

August 14-1938



*Edward J. Starnett*

1366  
5

33069  
BOOK

RECORDED IN  
PAGE  
503  
RECORDER

26 OCT 2 AM 11 23

STATE OF ILLINOIS } ss. no.  
COOK COUNTY  
FILED FOR RECORD

11883515



EASEMENT GRANTED TO CHARLES P. MEGAN, TRUSTEE  
was filed for record on October 9, 1936 at 3:01  
P.M. Book 33081, page 241, document Number  
11892183.

(Continued from page 8047)

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
St. Joseph Home of Chicago 2650 N. Ridgeway Avenue	B4-300324 (Bldg.)	\$ 57.50
St. Joseph Hospital 2900 N. Lake Shore Drive	D3-486049 (Sign)	65.00
	F2-400211 (Fire Alarm Box)	10.00
	No. 1 B & W Boiler	20.00
St. Joseph Manor 2913 N. Commonwealth Avenue	F2-400206 (Fire Alarm Box)	10.00
St. Mary of Nazareth Hospital 2233 W. Division Street	(Spec. Dept. Services)	20.00
Wright College 3400 N. Austin Avenue	D3-496105 (Sign)	100.00
University of Chicago 5107 S. Blackstone Avenue	B2-362704 (Rev. Door)	10.00

On motion of Alderman Burke the foregoing proposed substitute order was *Passed* by a viva voce vote.

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**Authority Granted for Installation of Water Main at  
E. 117th Street.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing the installation of a water main at E. 117th Street between S. Avenue "O" and S. Green Bay Avenue.

On motion of Alderman Burke the said proposed order was *Passed* by a viva voce vote.

The following is said order as passed:

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In E. 117th Street, between S. Avenue "O" to S. Green Bay Avenue--243 feet of 12-inch ductile iron water pipe,

at the total estimated cost of \$64,258.34, chargeable to Account Number 200-(7930)-Circulation.

The above work is to be done under Order No. 71508.

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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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays*--None.

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

The following is said order as passed:

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

[Regular orders printed on pages 8079 thru 8082 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 8083 of this Journal.]

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*Referred*--PROPOSED ORDER AUTHORIZING REFUND OF BUILDING  
PERMIT FEE.

The Committee on Finance submitted a report recommending that the City Council refer a proposed order authorizing the refund of a building permit fee.

On motion of Alderman Burke the committee's recommendation was *Concurred In* and said order was *Referred to the Committee on Claims and Liabilities*.

July 9, 1984

## REPORTS OF COMMITTEES

8079

REPORT DATE: 7/10/84  
PROGRAM--PFR070

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/09/84

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALJINOVIC FRANK	POLICE OFFICER	ELEVENTH DISTRICT	3/25/84	2203.00
ANTONUCCI JJHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/12/83	95.00
ARCEO JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	4/09/82	4134.00
BAGNALL GUY S	POLICE OFFICER	NINETEENTH DISTRICT	12/16/82	310.00
BATLEY JAMES P	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	9/22/83	586.00
BOUZEANES GEORGE J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	3/09/84	90.05
BRONKEMA JJHN T	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/10/84	595.00
BROWN DAVID	POLICE OFFICER	FIFTH DISTRICT	3/04/84	93.00
CARROLL HUGH E	POLICE OFFICER	SIXTEENTH DISTRICT	1/05/83	50.00
CATALANO DAVID	POLICE OFFICER	SEVENTEENTH DISTRICT	12/31/83	225.00
CLEVELAND CHARLES	POLICE OFFICER	FIFTEENTH DISTRICT	3/30/84	71.25
COMPTON ARTHUR C	POLICE OFFICER	SIXTH DISTRICT	3/02/82	325.00
COZZI MICHAEL J	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/18/83	1125.00
DAWSON PHYLLIS	POLICE OFFICER	FIFTH DISTRICT	6/28/83	60.00
DUCKHORN JJHN	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	10/07/83	61.00
EIERMAN JJHN	POLICE OFFICER	FOURTH DISTRICT	12/10/82	69.50
FALLON THOMAS	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	9/05/83	200.00
GASKI GARY	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/20/79	3921.50
GENTILE CHARLES	SERGEANT	THIRTEENTH DISTRICT	1/02/84	82.00
GIROD JJHN J	POLICE OFFICER	SEVENTH DISTRICT	10/02/76	290.00
GORDON HAROLD J	POLICE OFFICER	EIGHTH DISTRICT	3/13/84	123.75
GRABAREK EDWARD F	POLICE OFFICER	TWENTIETH DISTRICT	3/17/84	25.00
GRZYWACZ THOMAS M	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	3/02/84	141.80
HAMEL JR WILLIAM A	POLICE OFFICER	FIFTH DISTRICT	3/14/84	85.00
HAMILTON MARJORIE E	POLICE OFFICER	TWENTIETH DISTRICT	3/02/84	174.00
HARDY JUDGE	POLICE OFFICER	FIFTH DISTRICT	3/01/84	313.73
HARRIS ERNEST	POLICE OFFICER	SIXTH DISTRICT	11/16/83	285.00
HAUSER TIMOTHY J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/29/84	190.00
HIGGIN JAMES G	POLICE OFFICER	NINETEENTH DISTRICT	3/20/84	468.00
HOWARD ROBERT L	POLICE OFFICER	SECOND DISTRICT	1/14/84	112.00
JONES RALPH	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/83	57.75
KANDL LAWRENCE J	POLICE OFFICER	TWENTIETH DISTRICT	3/05/84	176.75
KEIM ROBERT L	POLICE OFFICER	EIGHTH DISTRICT	3/05/84	257.00
KIERAS ALAN E	POLICE OFFICER	OHARE SECURITY	6/13/83	20.00
KING TJMMIE	POLICE OFFICER	YOUTH DIVISION AREA FOUR	3/31/84	252.50
KIWALA STANLEY	POLICE OFFICER	TWELFTH DISTRICT	3/03/80	28.50
KLICH ROBERT H	POLICE OFFICER	EIGHTEENTH DISTRICT	3/25/84	50.00
KOSTELNY GERALD B	POLICE OFFICER	NINTH DISTRICT	8/06/83	26.00
KROYER EDWARD R	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/06/84	305.00
LIEBERMAN MURTON E	POLICE OFFICER	SIXTH DISTRICT	11/13/83	46.00
MADDEN MARK J	POLICE OFFICER	ELEVENTH DISTRICT	10/03/82	1812.50
MAGNUS SHEILA	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/83	5.50
MANGRUM GAIL	POLICE OFFICER	SECOND DISTRICT	3/05/84	132.00
MARRELLO WENDY S	POLICE OFFICER	EIGHTEENTH DISTRICT	3/25/84	168.50
MARSHALL GEORGE G	POLICE OFFICER	THIRTEENTH DISTRICT	3/05/84	83.00
MATUSZAK HAROLD M	POLICE OFFICER	NINTH DISTRICT	3/15/84	75.00
MCLAIN RONALD	POLICE OFFICER	THIRTEENTH DISTRICT	3/07/84	261.00
MCMIKEL HAMP T	POLICE OFFICER	FIFTH DISTRICT	11/20/82	837.00
MICKELBOROUGH JAMES M	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	3/24/82	35.00

REPORT DATE 7/06/94  
PROGRAM--PFR070

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/09/84

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MILLER STEVEN W	POLICE OFFICER	FIFTEENTH DISTRICT	2/23/84	90.00
MILLER WILLIAM	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/27/83	1861.77
MILLS WARREN	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/19/84	139.00
MORAN REYES P	POLICE OFFICER	FOURTH DISTRICT	3/19/84	53.45
MORGAN HOWARD W	POLICE OFFICER	FIFTH DISTRICT	3/09/84	173.58
MURPHY WILLIAM J	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	3/01/84	1502.25
MUTH WALTER G	POLICE OFFICER	NINTH DISTRICT	3/15/84	338.00
NYBERG PAUL F	POLICE OFFICER	FIRST DISTRICT	3/08/84	384.00
O'CONNELL JAMES M	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	3/01/84	189.70
PEDONE FLOYD	POLICE OFFICER	TENTH DISTRICT	3/18/84	225.00
PETERSON ROBERT	POLICE OFFICER	TWELFTH DISTRICT	7/21/83	104.00
PHELPS SYLVIA	POLICE OFFICER	FIFTEENTH DISTRICT	3/15/84	689.25
POWERS RICHARD J	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	1/25/84	80.00
PRASAD LORETTA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/12/84	52.00
RAMSKI MITCHELL J	POLICE OFFICER	THIRD DISTRICT	3/20/84	75.00
REIMER ROBERT D	POLICE OFFICER	SIXTH DISTRICT	2/09/84	293.75
RICHARDSON DAN	POLICE OFFICER	SEVENTH DISTRICT	3/14/84	140.00
RICHTER DAVID A	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINIS	3/09/84	45.00
RIVERA NORBERT A	POLICE OFFICER	FOURTEENTH DISTRICT	3/26/84	74.00
RIVERO RICARDO	POLICE OFFICER	SEVENTH DISTRICT	3/04/84	95.00
ROCHON DAISY E	POLICE OFFICER	FIFTEENTH DISTRICT	3/26/84	255.00
RODRIGUEZ FRANK A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/17/84	195.00
ROUNDS DEBRA	POLICE OFFICER	SIXTH DISTRICT	11/19/83	44.00
RUMOWSKI LESTER A	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	3/14/84	30.00
SAVAGE JOHN W	POLICE OFFICER	FIRST DISTRICT	8/04/83	304.00
SCHEFDORE CARL	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/12/83	18.00
SCHULZ DONALD E	POLICE OFFICER	FIFTEENTH DISTRICT	3/16/84	309.60
SIECZKOWSKI RONALD	POLICE OFFICER	TENTH DISTRICT	3/08/84	60.00
SMITH PATRICK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/18/84	129.00
SOTO MARIA M	POLICE OFFICER	RECRUIT TRAINING	1/27/83	185.00
SPEAKES HARRISON	POLICE OFFICER	SECOND DISTRICT	3/21/84	165.00
SPECK PETER F	POLICE OFFICER	THIRD DISTRICT	8/06/83	178.00
STASZAK JOHN L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/06/84	299.00
THOMAS WILLIAM	POLICE OFFICER	SEVENTH DISTRICT	3/18/84	191.00
TONDYK VINCENT J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/18/84	83.00
TRAHANAS JOHN E	POLICE OFFICER	FIFTEENTH DISTRICT	6/21/83	34.00
TURNER SARAH	POLICE OFFICER	SEVENTH DISTRICT	3/18/84	155.00
ULDRYCH RUDY	POLICE OFFICER	ELEVENTH DISTRICT	1/24/84	479.00
UTZ JAMES	POLICE OFFICER	ENFORCEMENT SECTION	3/12/84	1296.80
VALLES IRMA	POLICE OFFICER	FIRST DISTRICT	3/29/84	157.75
VETH EDWARD F	POLICE OFFICER	FIRST DISTRICT	3/07/84	113.50
VILLARREAL JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/24/83	60.00
VITTORINI BETTY	POLICE OFFICER	NINETEENTH DISTRICT	3/11/84	479.00
WELLS CHARLES JR	POLICE OFFICER	ELEVENTH DISTRICT	3/17/84	72.00
WESTLOVE MICHAEL W	POLICE OFFICER	VICE CONTROL SECTION	3/10/84	55.00
WILCZENSKI THOMAS J	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINIS	11/10/83	828.00
WILLIAMS GERALD	POLICE OFFICER	NINTH DISTRICT	5/28/83	59.75
WOLF ALBERT	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	3/19/84	223.45
WOZNY ROMAN T	POLICE OFFICER	ENFORCEMENT SECTION	1/09/82	454.00

July 9, 1984

## REPORTS OF COMMITTEES

8081

RLPURT DATE 7/06/84  
PROGRAM--PF070

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/09/84

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
ZITO	GREGORY	POLICE OFFICER	NINETEENTH DISTRICT	3/04/84	257.00
BUSH	ROBERT M	LIEUTENANT	TRUCK 11	4/16/82	356.00
CAHILL	MICHAEL	LIEUTENANT	TRUCK 4	4/09/83	6099.44
CALES	DAVID	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	5688.72
CASEY	KEVIN	FIREFIGHTER	ENGINE COMPANY 117	11/29/82	115.00
CLARK	SAMUEL M	FIREFIGHTER	DISTRICT RELIEF 5	4/05/84	137.00
CNOTA	FRED A	PARAMEDIC	DISTRICT RELIEF 5	1/17/84	55.00
CONROY	ANN	PARAMEDIC	AMBULANCE 3	11/25/83	733.00
CORLEY	BRIAN	FIREFIGHTER	TRUCK 62	5/19/84	106.70
COYLE	ROBERT	LIEUTENANT	TRUCK 4	8/12/83	724.00
DENEEN	MICHAEL T	LIEUTENANT	TRUCK 28	5/02/84	83.00
DINEEN	CHARLES E	LIEUTENANT	ENGINE COMPANY 75	5/19/84	109.22
DUDER	TEDMUND	FIREFIGHTER	TRUCK 26	4/08/84	65.00
EDWARDS	JOHN	FIREFIGHTER	ENGINE COMPANY 110	11/02/83	80.00
FLEMING	WILLIAM	FIREFIGHTER	BATTALION 8	9/15/82	7976.00
FLYNN	LARRY	FIREFIGHTER	TRUCK 26	12/12/83	220.60
FRITZ	CHARLES	FIREFIGHTER	TRUCK 18	12/28/83	107.00
GALLUP	WILLIAM	FIREFIGHTER	ENGINE COMPANY 10	11/13/83	631.00
GALVIN	JAMES	FIREFIGHTER	ENGINE COMPANY 5	3/29/84	149.00
GORKIS	ANDREW	FIREFIGHTER	EMS DISTRICT 1 HEADQUARTERS & R	5/24/84	50.00
HAUSER	ROY	FIREFIGHTER	TRUCK 31	5/04/84	983.72
JEFFERIES	ROBERT C	PARAMEDIC	AMBULANCE 22	11/05/83	135.50
KEIPER-KNAPP	EILEEN	PARAMEDIC	AMBULANCE 23	5/01/84	179.50
KELLY	PATRICK M	PARAMEDIC	AMBULANCE 18	5/17/83	22.00
KERNEY	WILLIAM	PARAMEDIC	AMBULANCE 19	3/24/84	174.00
KING	PATRICK	PARAMEDIC	AMBULANCE 22	2/29/84	258.25
KLEM	JOSEPH	FIREFIGHTER	FIRE PREVENTION	10/04/83	13.00
KODISTRA	SAM	BATTALION CHIEF	BATTALION 14	9/10/82	807.50
KUGELMAN	WILLIAM	CAPTAIN	ENGINE COMPANY 101	12/09/83	322.00
LACEY	BERNARD	FIREFIGHTER	AMBULANCE 16	3/29/84	234.00
LOPER	MICHAEL	FIREFIGHTER	SQUAD 2	1/30/83	50.00
MACGREGOR	KEVIN	FIREFIGHTER	ENGINE COMPANY 35	12/29/83	170.00
MCARDLE	JAMES	FIREFIGHTER	TRUCK 32	4/24/84	167.50
MCPHILLIPS	THOMAS	FIREFIGHTER	TRUCK 54	2/29/84	37.00
MILLER	BERNARD	LIEUTENANT	TRUCK 15	4/09/84	203.00
MILLER	GLENN	FIREFIGHTER	TRUCK 48	4/08/84	69.00
MURDOCK	HARRY	FIREFIGHTER	ENGINE COMPANY 75	6/13/83	397.50
OBOIKOVITZ	JOHN	FIREFIGHTER	ENGINE COMPANY 101	11/03/83	18048.85
OMAN	FRANK	FIREFIGHTER	ENGINE COMPANY 110	11/27/83	125.00
PANZARELLA	LEO	FIREFIGHTER	TRUCK 33	1/16/84	14.00
PERMANIAN	CRAIG	FIREFIGHTER	TRUCK 26	12/20/83	4467.50
PINKSTON	ERNIE	FIREFIGHTER	SQUAD 1	1/23/84	200.00
POCZOS	RAYMOND	FIREFIGHTER	TRUCK 37	10/28/83	216.50
RUTKA	KENNETH	FIREFIGHTER	TRUCK 29	8/13/83	3191.00
RYAN	EUGENE	FIREFIGHTER	TRUCK 48	3/01/84	185.00
SCALONE	SEBASTIAN	BATTALION CHIEF	BATTALION 18	3/19/84	97.50
SERRATORE	GREGORY	PARAMEDIC	EMERGENCY MEDICAL SERVICES HQ	10/27/80	215.00
SHEEHAN	JOHN J	LIEUTENANT	DISTRICT RELIEF 1	5/23/82	214.00
SHERIDAN	JAMES M	FIREFIGHTER	ENGINE COMPANY 55	2/21/84	120.00

REPORT DATE 7/16/84  
PROGRAM--PFR070

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/09/84

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SOBIESKI	PETER	LIEUTENANT	TRUCK 41	10/15/83 77.00
STERLING	RICHARD	LIEUTENANT	SQUAD 5	11/28/82 687.00
VARNEY	WAYNE	FIREFIGHTER	TRUCK 35	8/07/82 9.69
WOJCIK	WILLIAM	FIREFIGHTER	TRUCK 18	11/09/83 170.00

July 9, 1984

## REPORTS OF COMMITTEES

8083

REPORT DATE 7/06/84  
PROGRAM--PFH070

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/09/84

## THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABRAN	JOHN	POLICE OFFICER	YOUTH DIVISION AREA TWO	5/19/83 14725.35
AUDETTE	ROBERT W	POLICE OFFICER	ELEVENTH DISTRICT	12/01/79 105.00
BROWNFIELD	STEVEN C	POLICE OFFICER	ENFORCEMENT SECTION	1/08/84 1575.00
CEGIELSKI	CRAIG R	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	8/31/83 23.50
CROTTY	LEO	SERGEANT	SEVENTEENTH DISTRICT	8/29/83 185.00
DISILVESTRO	RENATO P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/20/82 80.00
DRABIK	WALTER S	POLICE OFFICER	ENFORCEMENT SECTION	12/24/83 8002.55
DUFFY	MICHAEL	LIEUTENANT	PUBLIC HOUSING DIVISION-SOUTH	12/16/83 592.50
EVANS	JUDE	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	9/08/83 341.00
FELDMAN	MARSHA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/23/84 370.50
FRANZEN	TERRENCE	POLICE OFFICER	SIXTH DISTRICT	2/09/83 20.00
FREELS	JUDITH A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/18/83 275.00
HAUSER	GREGORY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/23/83 40.00
HOCKINS	ROBERT C	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/84 226.00
JACKOWSKI	ZBIGNIEW	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/07/84 118.85
JASICA	RONALD J	POLICE OFFICER	EIGHTH DISTRICT	3/06/84 341.00
JONES	VERNIS	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	3/31/84 211.50
KALFAS	RAYMOND P	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/13/83 34.00
KELLY	JOSEPH J	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	12/04/83 146.25
KLINSKIS	ALAN C	POLICE OFFICER	EIGHTH DISTRICT	3/09/84 134.00
KRAWCZYK	RAYMOND	POLICE OFFICER	THIRTEENTH DISTRICT	3/13/84 30.00
KUROWSKI	HAROLD	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	9/08/83 260.00
KUROWSKI	HAROLD	POLICE OFFICER	ELEVENTH DISTRICT	3/31/84 76.32
LAU	GERALD	POLICE OFFICER	SEVENTH DISTRICT	12/03/83 41.00
LEVEILLE	HUGH	POLICE OFFICER	YOUTH DIVISION AREA SIX	2/15/84 12586.20
LUNT	CORRINE	POLICE OFFICER	TWELFTH DISTRICT	9/23/83 95.00
MCCULLOUGH	MITCHELL	POLICE OFFICER	SPECIAL OPERATIONS GROUP-SOUTH	3/06/84 207.00
MODELSKI	JOSEPH J	POLICE OFFICER	FOURTEENTH DISTRICT	11/30/81 1109.00
MUNROE	MARY M	POLICE OFFICER	SIXTEENTH DISTRICT	12/05/82 682.00
NIELSEN	JAMES W	POLICE OFFICER	ELEVENTH DISTRICT	3/04/84 2066.02
NOVAK	DENNIS	POLICE OFFICER	SECOND DISTRICT	3/07/84 611.85
ODONOHUE	DANIEL	POLICE OFFICER	EIGHTEENTH DISTRICT	11/27/83 375.50
PANICO	JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	12/12/83 430.00
PECHOUS	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	10/31/83 366.00
PINA	RICARDO	POLICE OFFICER	TWELFTH DISTRICT	3/20/84 160.00
REDDEN	TERRI	POLICE OFFICER	SECOND DISTRICT	12/11/83 82.00
SEKERKA	JOHN	POLICE OFFICER	SEVENTEENTH DISTRICT	2/25/83 548.00
SKRZYPEK	ROBERT A	POLICE OFFICER	TWENTIETH DISTRICT	2/02/84 352.00
STAUDOHAR	JAY J	POLICE OFFICER	FOURTH DISTRICT	3/01/84 1243.90
STEPHENS	JAMES	POLICE OFFICER	SEVENTH DISTRICT	6/13/77 10630.00
THOMPSON	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	7/12/83 510.00
VANDERSHOOT	GEORGE	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/30/84 243.00
WALSH	WILLIAM	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/30/84 183.00
ZUZICH	JOSEPH	POLICE OFFICER	NINTH DISTRICT	3/16/84 174.00



*Action Deferred*--ON PROPOSED RESOLUTION CONCERNING  
AUTHORITY OF C.H.A. TO ISSUE 11-B (GAUTREAUX BONDS)  
ONLY UPON APPROVAL OF APPLICABLE ELECTIVE  
REPRESENTATIVE BODY.

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

CHICAGO, July 9, 1984.

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

Your Committee on Finance having had a resolution concerning the authority of the Chicago Housing Authority to issue 11-B (Gautreaux Bonds) only upon approval of the applicable elective representative body, the Corporate Authorities of the City of Chicago having had the same under advisement begs leave to report and recommend that Your Honorable Body *Pass* the proposed resolution transmitted herewith.

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

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

The following is said resolution which was transmitted with the foregoing committee report:

*Whereas*, The Chicago Housing Authority, through the Chicago Metropolitan Housing Development Corporation, intends to issue tax exempt 11-B (Series A) Gautreaux Bonds; and

*Whereas*, Section 103(K) of the Federal Tax Code requires both "issuer" and "host" approval prior to the sale of any tax exempt security; and

*Whereas*, Only the applicable elected representative may approve the issuance of 11-B Gautreaux Bonds; and

*Whereas*, In accordance with Chapter 24, Paragraph 1, Section 2-1 of the Illinois Revised Statutes, the Corporate Authorities may pass all ordinances and make all rules and regulations, necessary or proper, to carry into effect the powers granted to municipalities; now, therefore,

Be It Resolved, 1. That prior to the issuance of the 11-B Gautreaux Bonds by the Chicago Housing Authority, the applicable elected representative body approve of their issuance;

2. That the applicable elected representative is the Corporate Authorities.

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COMMITTEE ON BUILDINGS.

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Chapter 87 of Chicago Municipal Code Amended by Addition  
of New Section 87-410.16, Etc.

The Committee on Buildings submitted the following report:

CHICAGO, June 29, 1984.

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

Your Committee on Buildings having had under consideration a proposed ordinance (which was referred on May 11, 1983) that Chapter 87 of the Chicago Municipal Code be amended by the addition of a new section, Section 410.16, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance, as amended, which is transmitted herewith.

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

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

On motion of Alderman Roti the said proposed ordinance, as amended, transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays*--None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 87 of the Chicago Municipal Code be amended by the addition of a new section, Section 410.16, in italics as follows:

*87-410.16. Special Provisions for Recessed Incandescent Fixtures. Recessed incandescent fixtures shall have thermal protection to protect against overheating caused by insufficient clearance from insulation or other building materials and obstructions, and overlamping. All recessed incandescent fixtures shall be identified as thermally protected, listed by a recognized testing laboratory and shall be acceptable to the Electrical Inspection Section.*

SECTION 2. That Chapter 87 of the Chicago Municipal Code be amended by the insertion of a new definition to the existing Section 100, in italics as follows:

*"87-100. Definitions. Recessed Incandescent Fixture. A lamp housing assembly located within a ceiling, wall or floor space.*

SECTION 3. The ordinance shall become effective 45 days after passage.

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#### COMMITTEE ON ECONOMIC DEVELOPMENT.

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**Conditional Approval Granted for Issuance of Industrial Revenue  
Bond in Amount of \$1,000,000 for Construction Project  
by Jeffco Offset Company.**

The Committee on Economic Development submitted the following report:

CHICAGO, July 2, 1984.

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

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on June 20, 1984) for the conditional approval of an industrial revenue bond in the amount of \$1,000,000 to finance an industrial development project in the City of Chicago to be owned by the Jeffco Offset Company, an Illinois corporation, 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) BERNARD J. HANSEN,  
*Chairman.*

On motion of Alderman Hansen the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the Office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$1,000,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Jeffco Offset Company, an Illinois Corporation, to be used as a manufacturing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, The Tax Equity and Fiscal Responsibility Act of 1982 requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$1,000,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published at a time and in the manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of the City Council.

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

[Memorandum of Agreement and Exhibit A printed on pages 8088 thru 8092 of this Journal.]

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COMMITTEE ON EDUCATION.

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*Placed on File*--REPORT AS TO STATUS OF PROPOSED  
APPOINTMENTS, UNDER COUNCIL RULE 41, TO  
CITY COLLEGES BOARD OF TRUSTEES.

The Committee on Education submitted the following report, which was *Placed on File*:

CHICAGO, July 9, 1984.

Honorable Harold Washington  
Mayor  
5th Floor - City Hall  
Chicago, IL 60602

Re: Appointments to City Colleges Board of Trustees

*Dear Mayor Washington:*

The Committee on Education, having under consideration the appointments of Dr. Shirley Buttrick, Carmen Rivera-Martinez, Tommy Briscoe, Reverend Albert Sampson, Ronald Gryzwinski and Reverend Jeremiah Wright for the position of City Colleges Board of Trustees, in response to your letter of June 20, 1984, states that the Committee has received the requested information from all appointees at this time and is undergoing an internal investigation of the information prior to disseminating same to members of the Committee on Education. This Committee hopes to begin public hearings shortly. As Chairman of the Committee on Education, I have held a series of meetings with administrators and committee groups involved in the City of Chicago City Colleges Board of Trustees system in an attempt to obtain background information regarding the system and the types of individuals needed to serve as trustees.

Sincerely,  
(Signed) PATRICK J. O'CONNOR,  
*Chairman, Committee on Education.*

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COMMITTEE ON ENERGY AND ENVIRONMENTAL PROTECTION.

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Chapter 167 of Municipal Code Amended by Adding New Section  
167-7.1 Concerning Private Scavengers.

CHICAGO, July 9, 1984.

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

Your Committee on Energy and Environmental Protection, having had under consideration a proposed ordinance (which was referred on June 6, 1984) amending Chapter 167 of the Municipal Code by inserting therein, in its proper numerical sequence a new section to be known as Section 167-7.1, requiring private scavengers to carry in his vehicle a rake, broom, shovel, or some means for the removal of scattered or spilled refuse, begs leave to recommend that Your Honorable Body Pass the said ordinance which is transmitted herewith.

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

Respectfully submitted,  
(Signed) MICHAEL L. NARDULLI,  
*Chairman.*

(Continued on page 8093)

EXHIBIT ANOTICE OF PUBLIC HEARING

Notice is hereby given that on \_\_\_\_\_, 1984, at \_\_\_\_\_, M., in \_\_\_\_\_, Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not to exceed \$1,000,000 Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be loaned to Jeffco Offset Company, an Illinois corporation (the "Borrower"), to acquire and install a new six-color Miller Noab OP8 Web offset press with various accessory equipment to be located at 2411 S. Wallace Street, Chicago, Illinois, to used for the manufacture of printed material.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Borrower (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No owner of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Room 2800, Chicago, Illinois 60602, until \_\_\_\_\_, 1984. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated \_\_\_\_\_, 1984.

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Jeffco Offset Company, an Illinois corporation (the "Borrower").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Borrower proposes to acquire and install a new six-color Miller Noab OP8 Web offset press with various accessory equipment to be located at 2411 S. Wallace Street, in Chicago, Illinois (the "Project"). The Borrower wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures, or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$1,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department.

Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Borrower in finding a purchaser or purchasers for the Bonds and, if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Borrower.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Borrower, or a land trust designated by it, and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

3. Undertakings on the Part of the Borrower.

Subject to the conditions above stated, the Borrower agrees as follows:

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

(b) That contemporaneously with the issuance of the Bonds, the Borrower will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Borrower will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Borrower.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition and installation of the Project or after payment of all costs of said acquisition and installation of the Project, whichever is later, Borrower (1) will furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of said acquisition and installation of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Borrower located within the City of Chicago, Illinois, during regular business hours all books, records, and other documents of the Borrower relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

#### 4. General Provisions.


(a) All commitments of the Department under paragraph 2 hereof and of the Borrower under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Borrower), the Department, the City and the Borrower shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.



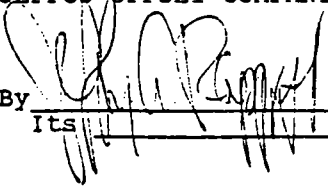
(b) All costs and expenses in connection with the financing and acquisition and installation of the Project, including the fees and expenses of counsel to the City and the Department, Carlson and Hug, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower. If the events set forth in (a) of this paragraph do not take place within the time set forth on any extension thereof and the Bonds are not sold within such time, the Borrower agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 15<sup>th</sup> day of JUNE, 1984.

DEPARTMENT OF ECONOMIC DEVELOPMENT  
OF THE CITY OF CHICAGO

By   
Commissioner of Economic  
Development of the City  
of Chicago

JEFFCO OFFSET COMPANY

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

(Continued from page 8087)

On motion of Alderman Nardulli the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--50.

*Nays*--None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 167 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 167-7.1 and to read in italics as follows:

*167-7.1 Each person licensed as a private scavenger shall carry in his vehicle a rake, broom, shovel or some means for the removal of scattered or spilled refuse. It is hereby declared a misdemeanor for a private scavenger to fail to remove scattered refuse lying within six (6) feet of the container or container area which said private scavenger is servicing.*

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

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#### COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

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##### Resolution Memorializing U. S. Congress to Enact H.R. 2981 Exempting Local Governments From Certain Anti-Trust Laws.

CHICAGO, July 9, 1984.

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

Your Committee on Intergovernmental Relations, having had under consideration a resolution (which was referred on May 9, 1984) memorializing the United States Congress to enact House Resolution 2981 which exempts units of local government from the operation of anti-trust laws to the same extent states are exempt from the operation of such laws.

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

Respectfully submitted,  
(Signed) ROMAN C. PUCINSKI,  
*Chairman.*

On motion of Alderman Pucinski the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--50.

*Nays*--None.

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

The following is said resolution as adopted:

WHEREAS, Rep. Hyde and several other members of Congress from the State of Illinois and from other states are co-sponsors of a new bill which, if enacted, would extend anti-trust immunity to local governments; and

WHEREAS, This bill, known as H.R. 2981, seeks to correct the inequities arising from situations in which states are exempt from such anti-trust laws while cities and towns within those states are not; and

WHEREAS, Due to such inequities, municipalities with all honorable intentions of carrying out normal governmental functions having been charged with a number of anti-trust violations associated with a wide range of franchising, licensing, zoning and other regulating activities. Municipal officials are thus concerned that their legitimate exercise of both their proprietary and governmental responsibilities will give rise to treble damage anti-trust liability; and

WHEREAS, Both the National League of Cities and the U. S. Conference of Mayors have gone on record in support of such legislation; now, therefore,

*Be It Resolved* That the City Council of the City of Chicago hereby memorializes the U. S. Congress to enact H.R. 2981, to exempt units of local government from the operation of anti-trust laws to the same extent states are exempt from the operation of such laws.

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**COMMITTEE ON LAND ACQUISITION AND DISPOSITION.**

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**Approval Given to Stipulated Settlements Concerning Acquisition  
of Southeast Corner Necessary for Intersection Improvement  
at W. Foster Avenue, N. Central Avenue, N. Northwest  
Highway and N. Milwaukee Avenue.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered*, That the recommendations of the Commissioner of Public Works contained in his communication of June 14, 1984, recommending the approval of the stipulated settlement in connection with the acquisition of property for the improvement of the intersections of W. Foster Avenue, N. Central Avenue, N. Northwest Highway and N. Milwaukee Avenue, as hereinafter listed, are hereby approved; and the City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund No. 311-1325-352.

Parcel	Address	Amount
1	Southeast corner of W. Foster Avenue and N. Northwest Highway	\$ 53,000.00.

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

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

*Nays*--None.

**Approval Given to Stipulated Settlement Concerning Acquisition of  
Northeast Corner Necessary for Intersection Improvement at  
W. Foster Avenue, N. Central Avenue, N. Northwest Highway  
and N. Milwaukee Avenue.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered*, That the recommendations of the Commissioner of Public Works contained in his communication of June 14, 1984, recommending the approval of the stipulated settlement in connection with the acquisition of property for the Intersection Improvement at Foster, Central, Milwaukee, and Northwest Highway as hereinafter listed, are hereby approved; and the City Comptroller and the City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund No. 311-1325-352.

Parcel	Address	Amount
2	5264 N. Central Avenue (Northeast corner of W. Foster Ave.)	\$71,000.00.

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

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

*Nays*--None.

**City Comptroller Authorized to Advertise for Sale City-  
Owned Property at 3833-3835 S. Indiana Av.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 6 & 7 in Pickets Subdivision of Lots 1 to 19 in Holmes Subdivision of West half Southwest quarter Southeast quarter Southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3833-3835 South Indiana Avenue, Permanent Tax Nos. 17-34-324-013 and 014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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

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

*Nays*--None.

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**Acceptance of Quitclaim Deed for Property  
Located at 9906 S. Vincennes Avenue.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed order:

*Ordered.* That the recommendations of the Commissioner of Public Works contained in his communication of May 31, 1984, recommending the acceptance of a Quitclaim Deed from the Public Building Commission of Chicago for the property at 9906 S. Vincennes Avenue, Parcel 5, in connection with the acquisition of property for the construction of Vincennes Avenue resurfacing and intersectional channelization improvement, 87th Street to 119th Street, are hereby approved.

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

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

*Nays*--None.

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**COMMITTEE ON LOCAL TRANSPORTATION.**

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**Authority Granted for Construction and Maintenance  
of Bus Passenger Shelters at Sundry  
Locations.**

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, June 28, 1984.

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

Your Committee on Local Transportation, having had under consideration a proposed ordinance transmitted with a communication signed by Mr. Frank E. Barker, Director, Street Traffic/Graphics Operations Planning Department, Chicago Transit Authority, (which was referred on June 20, 1984) for the construction and maintenance of thirty-two bus passenger shelters in public ways at designated locations, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, Chicago Transit Board of Chicago Transit Authority has determined by experience the necessity of erecting shelters for the convenience of bus passengers; and

WHEREAS, Chicago Transit Authority is funded by grants previously allocated by the Urban Mass Transportation Administration and the Illinois Department of Transportation; and

WHEREAS, Chicago Transit Authority has selected as sites those bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in the site selection; and

WHEREAS, Chicago Transit Authority has prepared the necessary specifications and has advertised for bids to fabricate the shelters through the normal procedures of Chicago Transit Authority; now, therefore,

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

SECTION 1. That the construction of bus shelters at the following thirty-two (32) locations within the public right-of-way of the City of Chicago is hereby approved:

<i>Street</i>	<i>Intersection</i>	<i>Direction</i>	<i>Ward</i>
Addison	Oriole	EB	36
Archer	Western	SWB	12
Ashland	46th	NB	11
Broadway	Elmdale	NB	48
Caldwell	Touhy	NB	41
California	68th	NB	15
Cottage Grove	43rd	SB	4
Damen	Taylor	SB	1
Halsted	Poik	NB	1
Irving Park	California	EB	33
Kimball	Milwaukee	SB	35
King Drive	32nd	NB	2
Lake Shore Drive	Cornelia	SB	44
Lake Park	49th	NB	4
LaSalle	Schiller	SB	42
Marquette	Sacramento	EB	15
Milwaukee	Central	NB	45
Milwaukee	Foster	SB	45
Montrose	Narragansett	EB	38
Peterson	Ravenswood	EB	40
South Shore	83rd	SB	7
State	9th	NB	1

<i>Street</i>	<i>Intersection</i>	<i>Direction</i>	<i>Ward</i>
Taylor	Morgan	EB	1
Touhy	Mobile	EB	41
University	63rd	NB	20
Western	Chicago	NB	27
Wilson	Clarendon	EB	46
23rd	Lake Shore Drive	WB	1
63rd	Stewart	WB	3
79th	Ellis	WB	6
79th	Springfield	EB	18
111th	Doty	WB	9

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago Department of Public Works, for work necessary to install and maintain the bus shelters.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of these bus shelters.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of these bus shelters.

SECTION 1d. The Chicago Transit Authority shall remove or relocate these shelters at their sole expense within ten (10) days when so ordered by the City of Chicago Department of Public Works.

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

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#### COMMITTEE ON MUNICIPAL CODE REVISION.

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##### *Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 98 OF MUNICIPAL CODE OF CHICAGO PROHIBITING USE OF ANIMALS FOR EXPERIMENTAL PURPOSES.

The Committee on Municipal Code Revision submitted a report recommending that the City Council pass a proposed ordinance to amend Chapter 98 of the Municipal Code of Chicago by repealing Section 98-6 and adding new Sections 98-2, 98-6.1(a), 98-6.1(b), 98-6.1(c), 98-6.1(d), and 98-6.1(e), prohibiting experimentation with animals and pound seizure of animals for such purpose.

Alderman Orbach moved to *Refer* the said ordinance to the Committee on Animal Treatment and Control. The motion *Prevailed*.

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#### COMMITTEE ON ZONING.

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##### Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

The Committee on Zoning submitted the following report:

CHICAGO, June 28, 1984.

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

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to your committee on June 28, 1983, March 7 and 30, April 13 and 25, May 9 and 30, and June 6, 1984) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY M. GABINSKI,  
*Chairman.*

(Signed) EDWARD R. VRDOLYAK,  
*Vice-Chairman.*

On motion of Alderman Stone the committee's recommendations were *Concurred In* and each of the said proposed ordinances was *Passed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays*--None.

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

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

*Reclassification of Area Shown on Map 1-E.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be and is hereby amended by supplementing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish on the roof of the sixteen-story building located at 520 N. Michigan Avenue, in the City of Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

*Reclassification of Area Shown on Map 1-F.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be and is hereby amended by supplementing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-F to reflect the establishment of a Communications Planned Development for the erection of two Earth Station Receive and Transmit Antennas located on the roof of the existing 23-story building located at Merchandise Mart Plaza, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receive and Transmit Antennas above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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



*Reclassification of Area Shown on Map 1-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-5 General Service District and C2-4 General Commercial District symbols and indications as shown on Map No. 1-G in the area bounded by

W. Washington Boulevard; N. Halsted Street; a line 314.78 feet south of W. Washington Boulevard; and the alley next west of and parallel to N. Halsted Street,

to those of a C3-3 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map 1-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map No. 1-J in area bounded by

the alley next north of and parallel to W. Madison Street; N. Hamlin Avenue; W. Madison Street; and a line 136.66 feet west of and parallel to N. Hamlin Avenue,

to those of a B4-4 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map 1-K.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 1-K in area bounded by

the alley next north of and parallel to W. Madison Street; a line 126.35 feet east of and parallel to N. Karlov Avenue; W. Madison Street; and N. Karlov Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map 2-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-G in area bounded by

a line 79.40 feet south of and parallel to W. Polk Street; the alley next east of and parallel to S. Bishop Street; a line 179.4 feet south of and parallel to W. Polk Street; and S. Bishop Street,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

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*Reclassification of Area Shown on Map 3-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development No. 316 and all the B7-6 General Central Business District symbols and indications as shown on Map No. 3-E in the area bounded by

E. Walton Street; N. Michigan Avenue; E. Delaware Place; a line 288.10 feet west of and parallel to N. Michigan Avenue; a line 43.09 feet north of and parallel to E. Delaware Place; a line 100.05 feet east of and parallel to N. Ernst Court; a line 68.05 feet northwest of E. Delaware Place as measured along the east line of N. Ernst Court; N. Ernst Court; a line 136.20 feet southeast of and parallel to E. Walton Street measured along Ernst Court; a line 100.08 feet east of and parallel to N. Rush Street; a line 158.88 feet southeast of and parallel to E. Walton Street measured along Rush Street; and N. Rush Street,

to the designation of a Residential-Business Planned Development No. 316, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 8102  
thru 8110 of this Journal.]

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and due publication.

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*Reclassification of Area Shown on Map 4-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-I in the area bounded by

W. 17th Street; S. Rockwell Street; alley south of and parallel to W. 17th Street; and a line 25.3 feet west of and parallel to S. Rockwell Street,

to those of an M1-2 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map 4-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-I in area bounded by

W. 17th Street; a line 25.08 feet west of and parallel to S. Rockwell Street; the alley next

(Continued on page 8111)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
NO. 316, AS AMENDED  
PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as "Residential-Business Planned Development" (No. 316), As Amended, is owned or controlled by Urban Investment and Development Co., a Delaware corporation, as represented in the disclosure documents filed with the Chairman of the Zoning Committee of the City Council of the City of Chicago.

2. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a planned development.

3. The Applicant or its successors, assignees or grantees, or such other person or party as may then own or control the area delineated herein shall obtain any and all

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official reviews, approvals, licenses and permits required in connection with this Plan of Development.

4. The following uses shall be permitted within the area delineated herein as Residential-Business Planned Development No. 316, As Amended: from Michigan Avenue to a line 278 feet west thereof at Walton Street and 207 feet west thereof at Delaware Place, those uses permitted in the B6-6, Central Business District classification; and from said line west thereof to North Rush Street, those uses permitted in the B7-6, General Central Business District classification; including, with respect to both of the foregoing, but not limited to, residential, hotel, office, retail, and related uses including parking, pools and health facilities and earth station receiving dishes, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development and shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

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6. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, with the following exception: For F.A.R. purposes, intermediate floors devoted to mechanical use (except for space devoted to the transfer of persons and goods) shall not be counted in total floor area.

7. Any dedication or vacation of streets, alleys, easements, grants of privilege or any adjustments of rights of way require a separate submittal by the applicant and approval by the City Council.

8. Any service drives and any other ingress or egress shall be adequately designed and paved in accordance with the now published regulations of the Bureau of Traffic Engineering and Operations in compliance with the Municipal Code of the City of Chicago related to motor vehicles, including emergency vehicles. Any fire lanes required shall be adequately designed and paved in compliance with the Municipal Code and shall have a minimum width of 18 feet. There shall be no parking within such paved areas.

9. Business and business identification signs only may be permitted within the planned development subject to the

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review and approval of the Departments of Zoning and Planning. Temporary signs such as construction and marketing signs may be permitted subject to the aforestated approvals. No advertising signs shall be permitted.

10. The height restrictions of any building or appurtenance attached thereto shall be subject to:

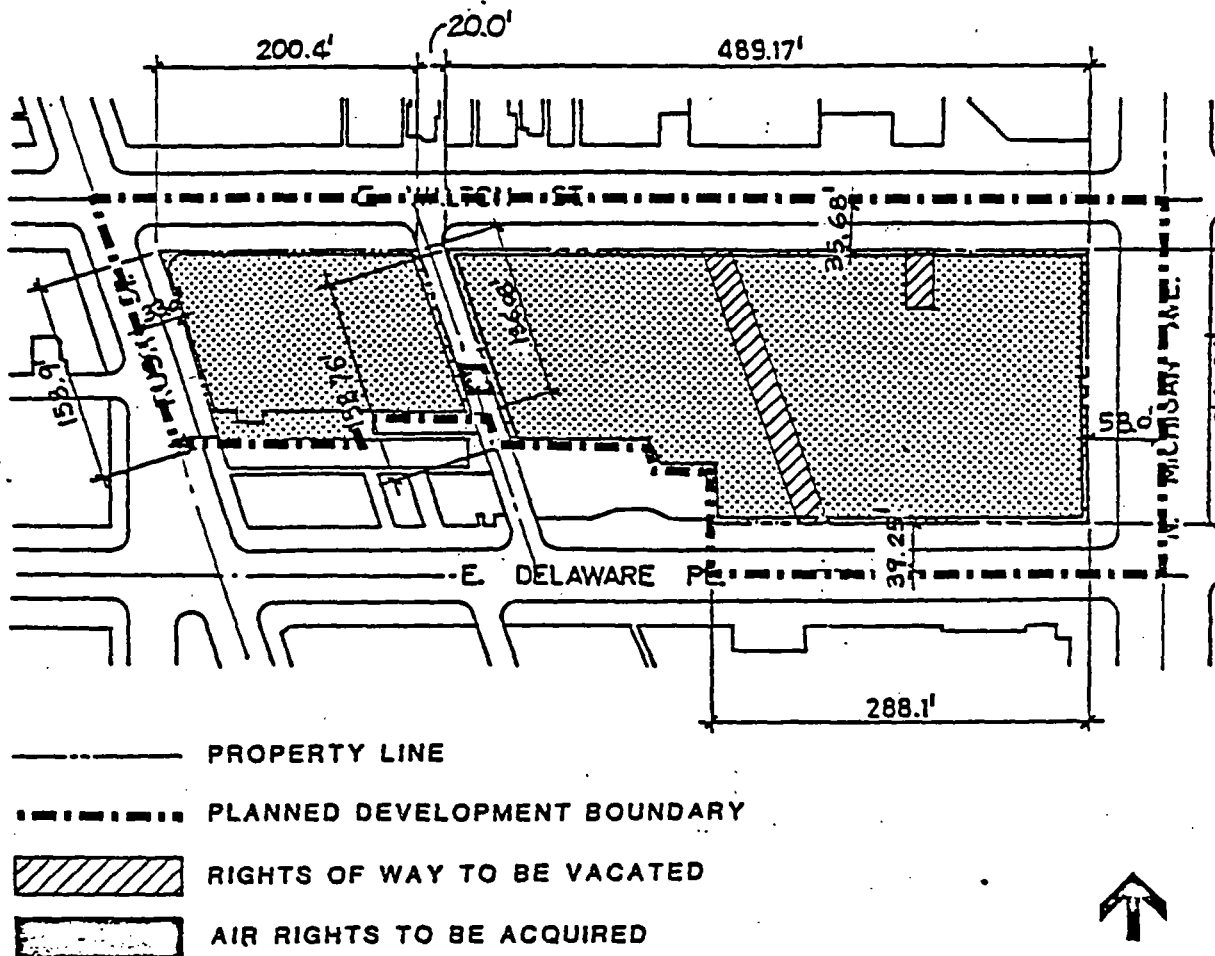
- (a) Height limitations as certified on Form FAA-117 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and
- (b) Airport zoning regulations now in effect as established by the Departments of Planning, Aviation, and Law, and approved by the City Council.

11. This Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as heretofore promulgated by the Commissioner of Planning.

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DATE: March 28, 1984

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RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
NO. 316, AS AMENDED  
PLAN OF DEVELOPMENT  
BOUNDARY AND PROPERTY LINE MAP



APPLICANT: Urban Investment and Development Co.

ADDRESS: 333 West Wacker Drive  
Chicago, Illinois 60605-1265

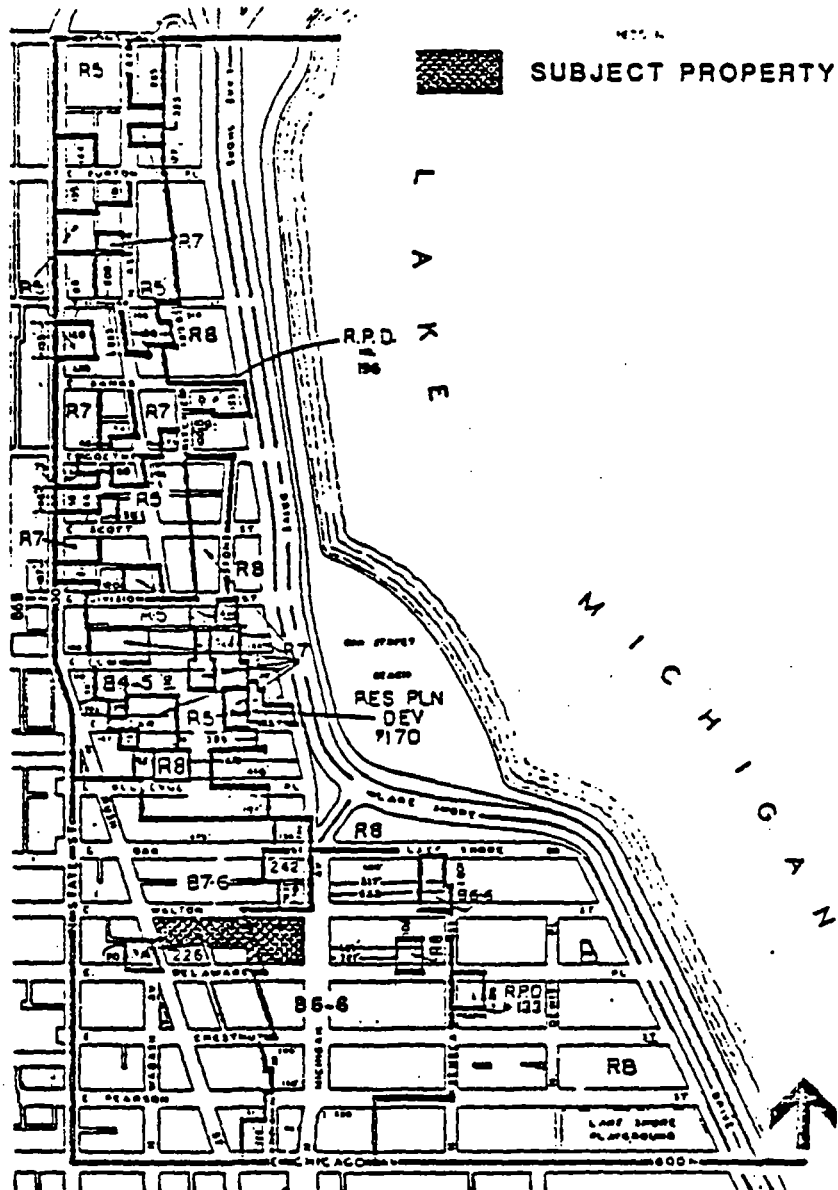
DATE: March 28, 1984

July 9, 1984

REPORTS OF COMMITTEES

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PLAN OF DEVELOPMENT  
EXISTING ZONING MAP



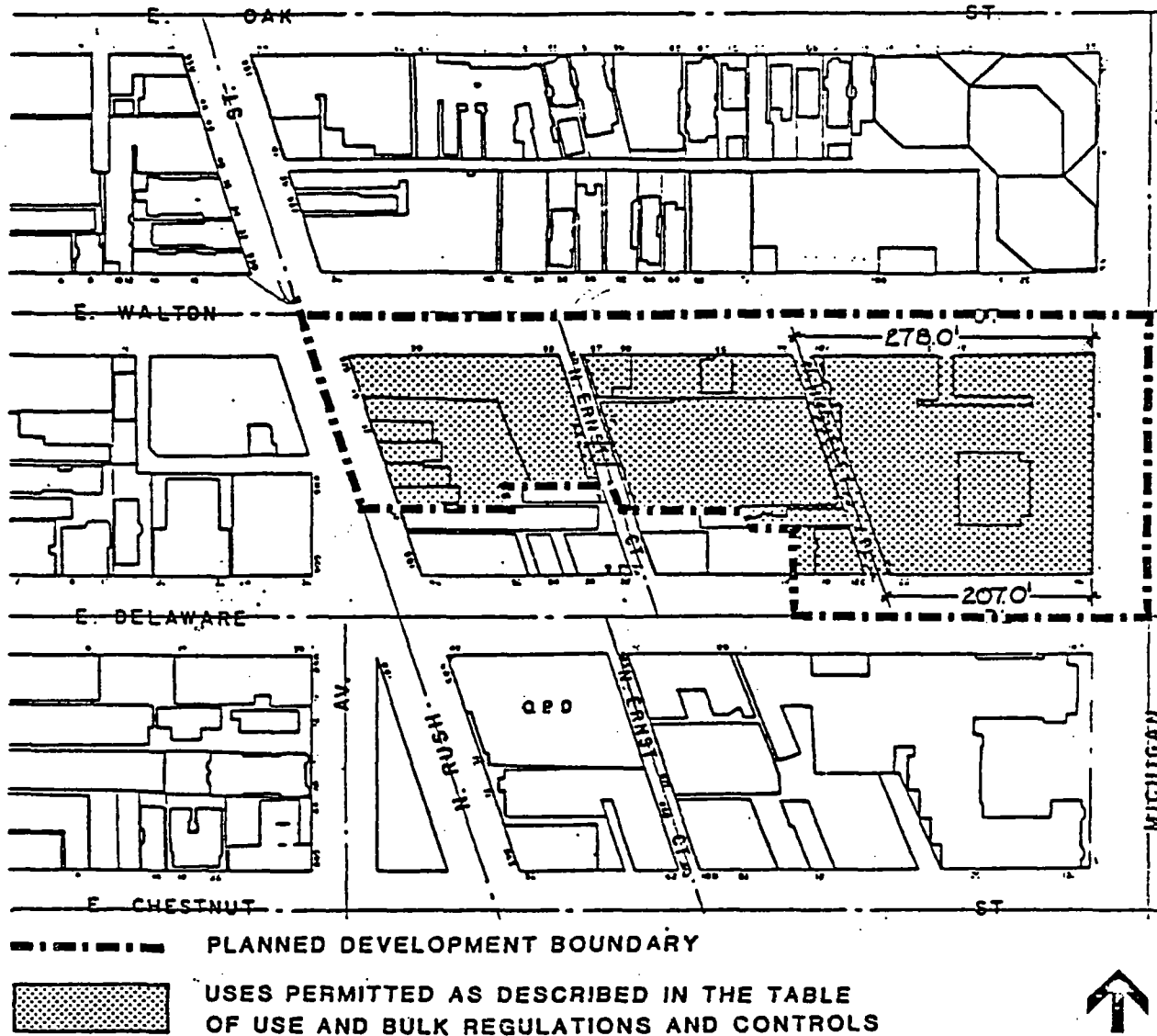
APPLICANT: Urban Investment and Development Co.

ADDRESS: 333 West Wacker Drive  
Chicago, Illinois 60605-1265

DATE: March 29, 1984



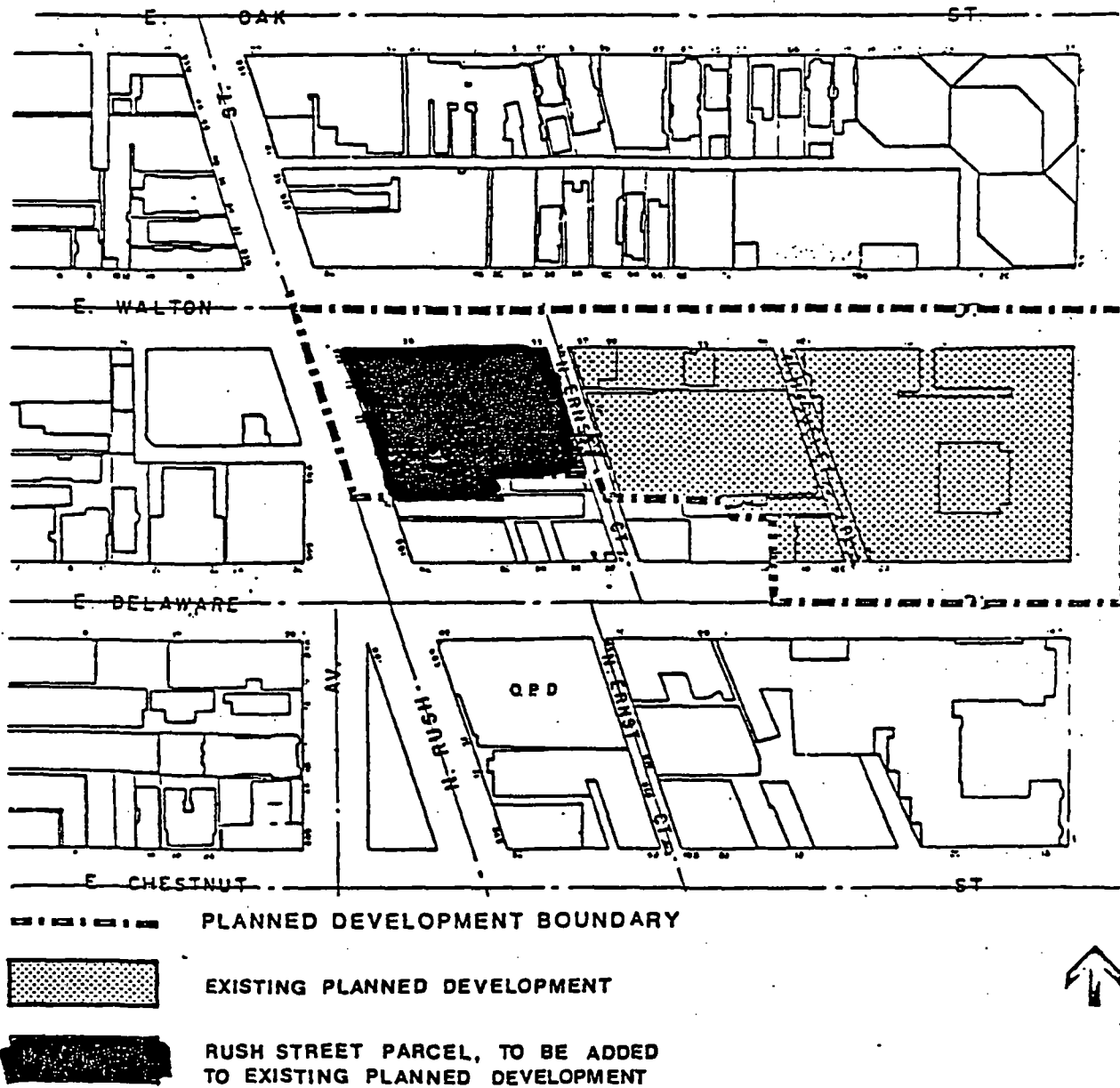
NO. 316, AS AMENDED  
PLAN OF DEVELOPMENT  
GENERALIZED LAND USE MAP



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PLAN OF DEVELOPMENT  
USE AND BULK REGULATIONS AND DATA

Site Area Sq. Ft.	Acres	General Description of Land Use	Max. F.A.R.	Max. & Land Covering
118,120.26	2.71	From Michigan Avenue to a line 273 feet west thereof at Walton Street and 207 feet west thereof at Delaware Place, those uses permitted in the B6-6, Central Business District classification; and from said line west thereof to North Rush Street, those uses permitted in the B7-6, General Central Business District classification; including, with respect to both of the foregoing, but not limited to, residential, hotel, restaurant, tavern, office, retail, and related uses, including parking, pools and health facilities, and earth station receiving dishes.	19.0	99.82% at ground level

Gross Site Area = Net site area including rights-of-way to be vacated: 118,120.26 Sq. Ft. (2.71 acres) plus area to remain in public rights-of-way: 62,924.54 Sq. Ft. (1.45 acres) = 181,044.80 Sq. Ft. (4.16 acres).

**OFF-STREET PARKING AND LOADING CONTROLS**

Minimum off-street loading spaces: 12 (10 ft. x 25 ft.)  
 Minimum off-street parking spaces: 579  
 Maximum off-street parking spaces: 1,250  
 All parking spaces will be enclosed.

**DWELLING UNITS**

Maximum Permitted: 510\*

Maximum Number of Efficiency Units Permitted: 50% of actual

**HOTEL ROOMS**

Maximum Number Permitted: 525\*

\*Dwelling units and hotel rooms may be exchanged at a ratio of 2 hotel rooms equal one dwelling unit to a limit of 25% of the maximums set forth herein.

**SET BACK AND SITE COVERAGE**

Minimum Periphery set backs at grade level (plus 14 ft. C.C.D.): None  
 Maximum percent of site coverage at and above 145 ft. above grade level (plus 14 ft. C.C.D.): 40 percent  
 Estimated actual percent of site coverage at and above 145 ft. above grade level (plus 14 ft. C.C.D.): 33 percent  
 Maximum percent of site coverage at and above 460 ft. above grade level (plus 14 ft. C.C.D.): 22 percent  
 Estimated actual percent of site coverage at and above 460 ft. above grade level (plus 14 ft. C.C.D.): 15 percent

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REVISED: May 10, 1984

(Continued from page 8101)

south of and parallel to W. 17th Street; and a line 75.10 feet west of and parallel to S. Rockwell Street,

to those of an M1-2 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

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*Reclassification of Area Shown on Map 4-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-I in area bounded by

W. 17th Street; a line 75.17 feet west of and parallel to S. Rockwell Street; alley south of and parallel to W. 17th Street; and a line 123.00 feet west of and parallel to S. Rockwell Street,

to those of an M1-2 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

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*Reclassification of Area Shown on Map 5-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by

W. Wabansia Avenue; a line 55.5 feet east of N. Claremont Avenue; the alley next south of W. Wabansia Avenue; and N. Claremont Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

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*Reclassification of Area Shown on Map 5-N.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-1 General Commercial District symbols and indications as shown on Map No. 5-N in area bounded by

a line 101.54 feet north of and parallel to W. Bloomingdale Avenue; the alley next east of and parallel to N. Harlem Avenue; W. Bloomingdale Avenue; and N. Harlem Avenue,

to those of a C2-3 General Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map 7-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown as on Map No. 7-G in area bounded by

the alley next north of and parallel to W. Diversey Parkway; N. Seminary Avenue; W. Diversey Parkway; and a line 74 feet west of and parallel to N. Seminary Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map 12-N.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-N in area bounded by

a line 117 feet south of and parallel to W. 53rd Street; the alley next east of S. Natoma Avenue; a line 237 feet south of and parallel to W. 53rd Street; and S. Natoma Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map 13-P.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 13-P in area bounded by

W. Catalpa Avenue; N. Cumberland Avenue; W. Catherine Avenue; and N. Chester Avenue,

to those of a B5-1 General Service District and then to those of a Business Planned Development District, and a corresponding use district is hereby established in the area above described.

[Planned Development printed on pages 8113  
thru 8117 of this Journal.]

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

---

*Reclassification of Area Shown on Maps 14-F, 14-G, 16-F and 16-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Business Planned

(Continued on page 8118)

## BUSINESS PLANNED DEVELOPMENT

## PLAN OF DEVELOPMENT

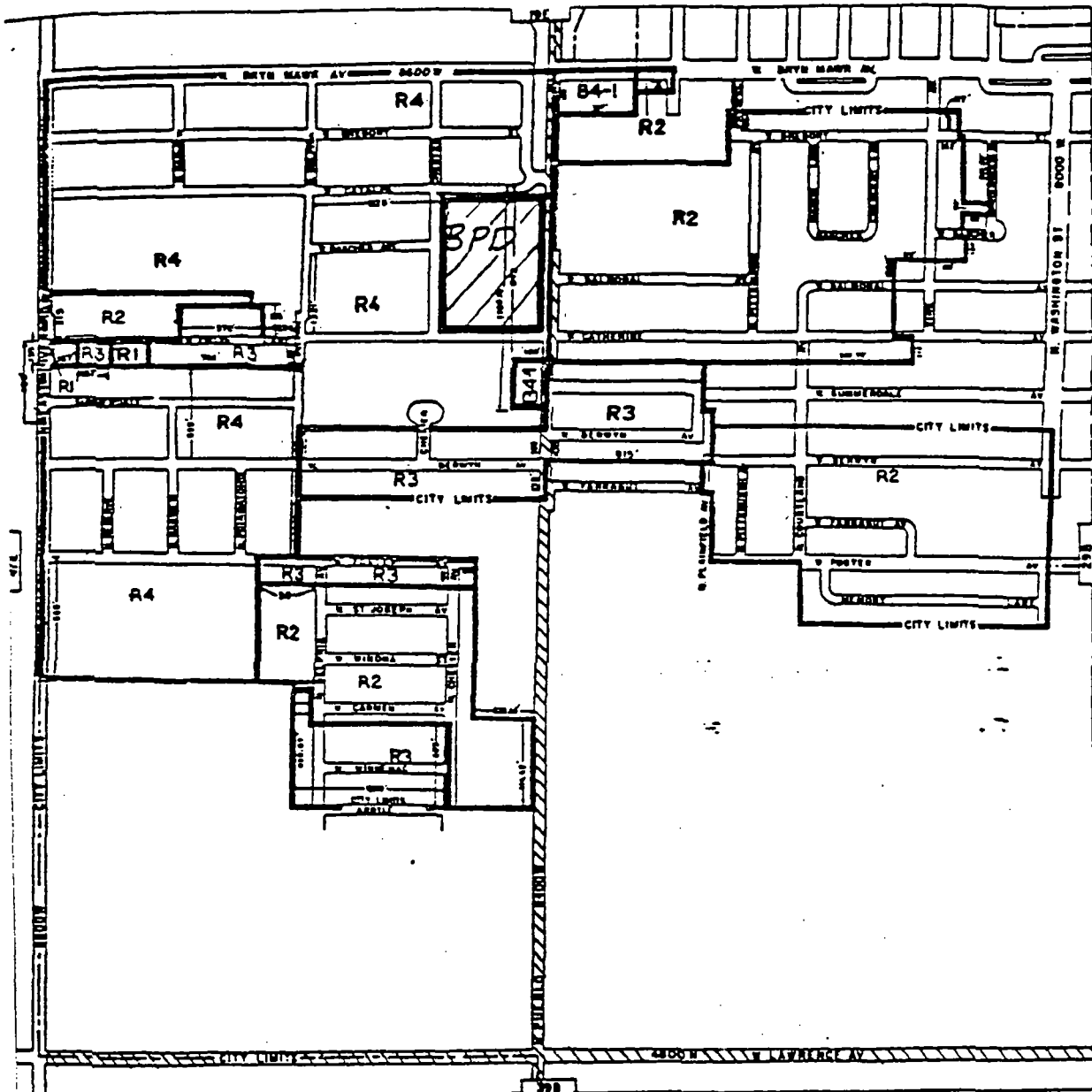
## STATEMENTS

1. The area delineated hereon as a "Business Planned Development" is owned or controlled by American National Bank ATUT 77675, dated 3-14-73.
2. Off-Street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.
3. No dedication of streets or alleys or adjustment of the rights of way of consolidation or resubdivision of parcels shall be required.
4. All applicable official reviews, approvals or permits are required to be obtained by American National Bank ATUT 77675, dated 3-14-73, or its successors, assignees or grantees.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.  
  
Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. Use of land will consist of rental office units, off street parking and a park, as authorized by this Plan of Development.
7. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan), illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. Identification signs may be permitted with the approval of the Commissioner of Planning.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of Planning.

APPLICANT: Richmond Joint Venture

DATE: May 30, 1984

July 9, 1984



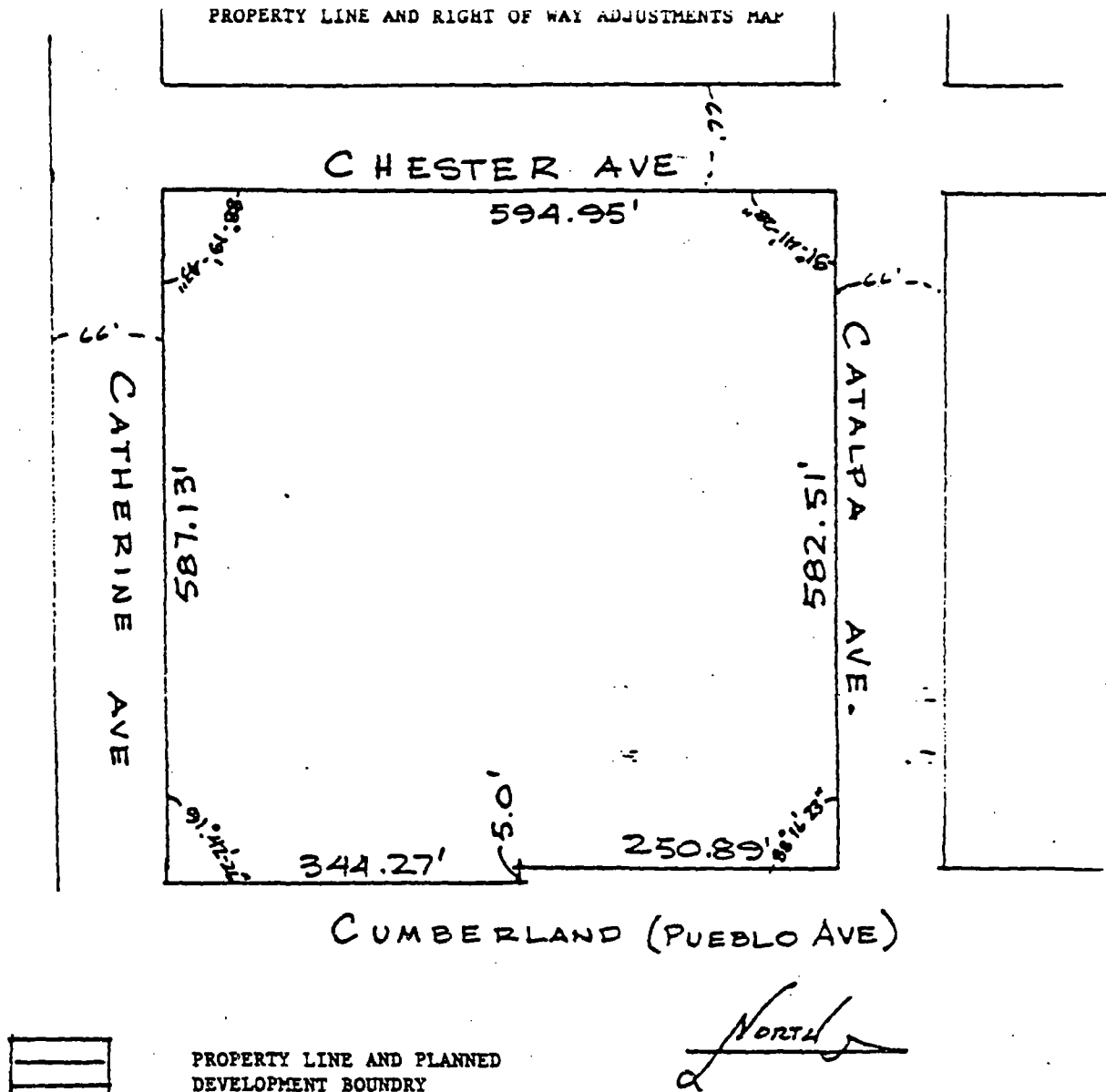
APPLICANT: Richmond Joint Venture

May 30, 1984

July 9, 1984

REPORTS OF COMMITTEES

8115

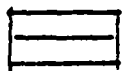
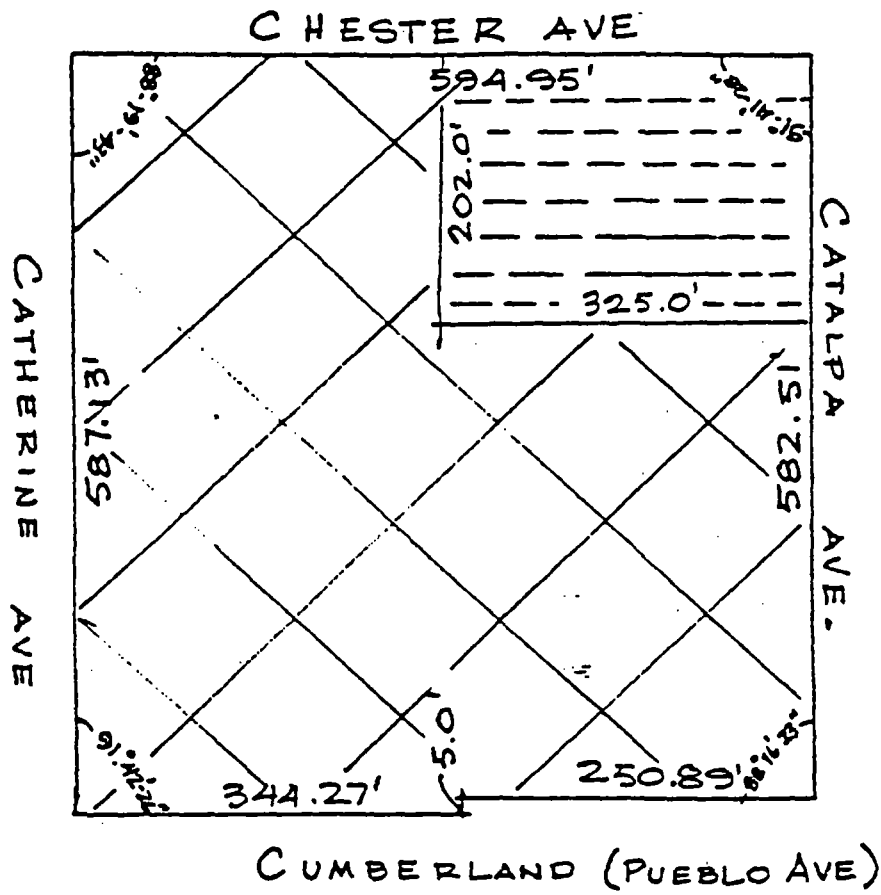


APPLICANT: Richmond Joint Venture

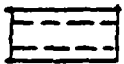
DATE: May 30, 1984



## GENERALIZED LAND USE MAP



PLANNED DEVELOPMENT BOUNDARY



PARK



BUSINESS AND OFF STREET PARKING



APPLICANT: Richmond Joint Venture

DATE: May 30, 1984

## BUSINESS PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS & DATA

<u>NET SITE AREA</u>	<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>MAXIMUM F.A.R.</u>	<u>MAXIMUM % OF LAND COVERED</u>
347,684 Sq. Ft. 7.98 Acres	Business Offices, 852 on-site parking spaces and park	.82%	.29%
282,034 Sq. Ft. 6.473 Acres (without park)	Business offices and 852 on-site parking spaces	1.01	.36%

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA = .82

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA MINUS PARK AREA = 1.01

MINIMUM NUMBER OF PARKING SPACES REQUIRED = 532

MINIMUM NUMBER OF OFF-STREET LOADING SPACES REQUIRED = 2

MINIMUM PERIPHERY SETBACKS - NORTH PROPERTY LINE = 0'  
 SOUTH PROPERTY LINE = 64'  
 WEST " " = 261'  
 EAST " " = 33'

MAXIMUM PERCENTAGE OF LAND COVERED = 29%

MAXIMUM PERCENTAGE OF LAND COVERED MINUM PARK AREA = 36%

APPLICANT: RICHMOND JOINT VENTURE  
 REVISED, June 14, 1984

DATE: May 30, 1984

(Continued from page 8112)

Development No. 74 symbols and indications as shown on Map No. 14-F in the area bounded by

a line from a point 58.5 feet south of the south line of W. Englewood Avenue along a line 555.9 feet west of S. Wallace Street to a point 357.2 feet west of S. Wallace Street along the north line of W. 63rd Street; W. 63rd Street; and a line 555.9 feet west of S. Wallace Street,

to those of a B3-4 General Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. *Be It Further Ordained*, That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 74, R3 General Residence District and B3-4 General Retail District symbols and indications as shown on Map Nos. 14-F, 14-G, 16-F and 16-G in the area bounded by

W. 61st Street; the east line of the alley next east of and parallel to S. Halsted Street; the north line of W. 61st Place; the east line of S. Union Avenue; a line from a point 636.5 feet west of S. Wallace Street along the north line of the alley next north of and parallel to W. 62nd Street to a point 661.5 feet west of S. Wallace Street along the south line of the alley next north of and parallel to W. 62nd Street; a line 661.5 feet west of S. Wallace Street; the south line of the alley next north of and parallel to W. Englewood Avenue; a line 573.5 feet west of S. Wallace Street; the south line of W. Englewood Avenue; a line 555.9 feet west of S. Wallace Street; the south line of W. 63rd Street; a line 359 feet west of S. Lowe Avenue; the north line of the alley next north of and parallel of W. 63rd Place; a line 309 feet west of S. Lowe Avenue; the south line of W. 63rd Place; a line 375.4 feet west of S. Lowe Avenue; the north line of the alley next north of and parallel to W. 64th Street; a line 374.4 feet west of S. Lowe Avenue; W. 64th Street; a line 391 feet west of S. Lowe Avenue; a line 243 feet south of W. 64th Street; a line 438 feet west of S. Lowe Avenue; the south line of W. 65th Street; the east line of S. Union Avenue; the south line of the alley next south of and parallel to W. 65th Street; the east line of S. Emerald Avenue; a line 225 feet south of W. 65th Street; the east line of the alley next east of and parallel to S. Halsted Street; W. 66th Street; the west line of the alley next west of and parallel to S. Halsted Street; the south line of W. 65th Street; the west line of S. Green Street; the south line of W. 64th Street; the west line of S. Peoria Street; a line 180.65 feet north of W. 64th Street; the west line of S. Sangamon Street; the south line of W. 63rd Street; S. Morgan Avenue; a line 125 feet north of W. 63rd Street; the west line of the alley next west of and parallel to S. Sangamon Street; a line 248 feet south of W. 62nd Street; the west line of S. Sangamon Street; a line 302.62 feet south of W. 61st Street; the west line of the alley next west of and parallel to S. Peoria Street; a line 248.7 feet south of W. 61st Street; S. Peoria Street; a line 287.40 feet north of W. 62nd Street; and the west line of the alley next west of and parallel to S. Halsted Street or the line thereof if extended where no alley exists,

to the designation of Business Planned Development No. 74 as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 8119 thru 8124  
of this Journal.]

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

*Reclassification of Area Shown on Map 14-J.*

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

(Continued on page 8125)

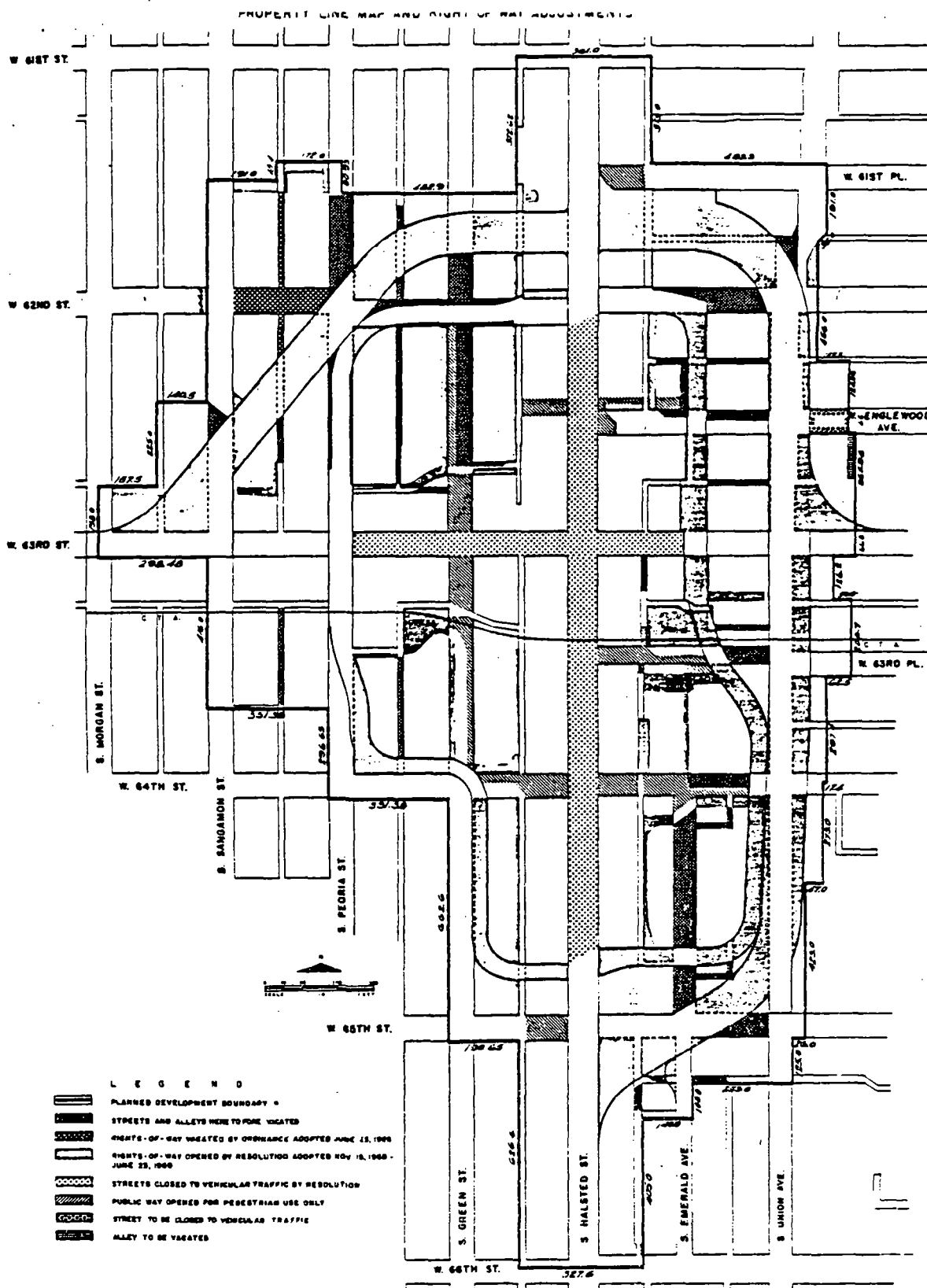
PLAN OF DEVELOPMENTBUSINESS PLANNED DEVELOPMENT NO. 74, AS AMENDEDSTATEMENTS

1. The area delineated hereon as "Business Planned Development No. 74, As Amended" is under the single ownership or control of the City of Chicago and includes all parcels in private and public ownership, within the Central Englewood Urban Renewal Project area.
2. Off-street parking facilities shall be provided in compliance with this Plan of Development as authorized by the R4 General Residence District, and the B3 General Retail District classification of the Chicago Zoning Ordinance.
3. Any dedication, vacation, opening or closing of streets or resub-division of parcels shall require a separate submittal on behalf of the Department of Urban Renewal and approved by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Department of Urban Renewal or its successors, assigns or grantees.
5. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 24 feet to provide ingress and egress for emergency vehicles.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas.
7. Use of land will consist of retail business, service, and auxiliary uses, residential and institutional uses in accord with the Redevelopment Plan for the Central Englewood Urban Renewal Plan, and as authorized by the Chicago Zoning Ordinance.
8. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a B3 General Retail District classification and to an R4 General Residence District and with the regulations hereby applicable thereto.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in Relation to Planned Development Amendments," as adopted by the Commissioner of Planning.
10. All plans for construction herein shall be reviewed and approved by the Department of Planning prior to the issuance of a building permit by the Department of Inspectional Services.

APPLICANT: DEPARTMENT OF URBAN RENEWAL OF THE CITY OF CHICAGO

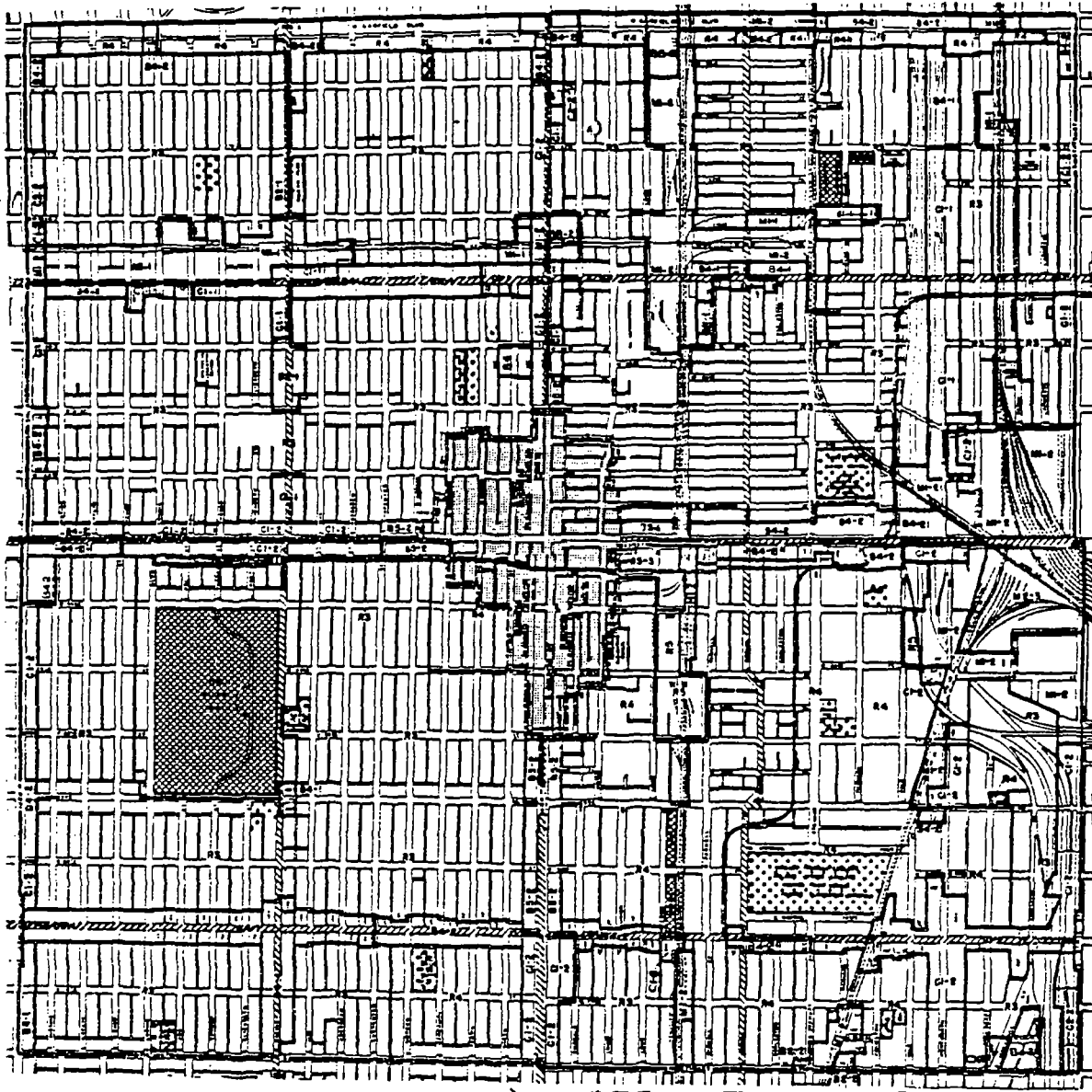
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





APPLICANT: DEPARTMENT OF URBAN RENEWAL CITY OF CHICAGO

DATE: MAY 9, 1984

**BUSINESS PLANNED DEVELOPMENT No. 74, AS AMENDED  
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM**



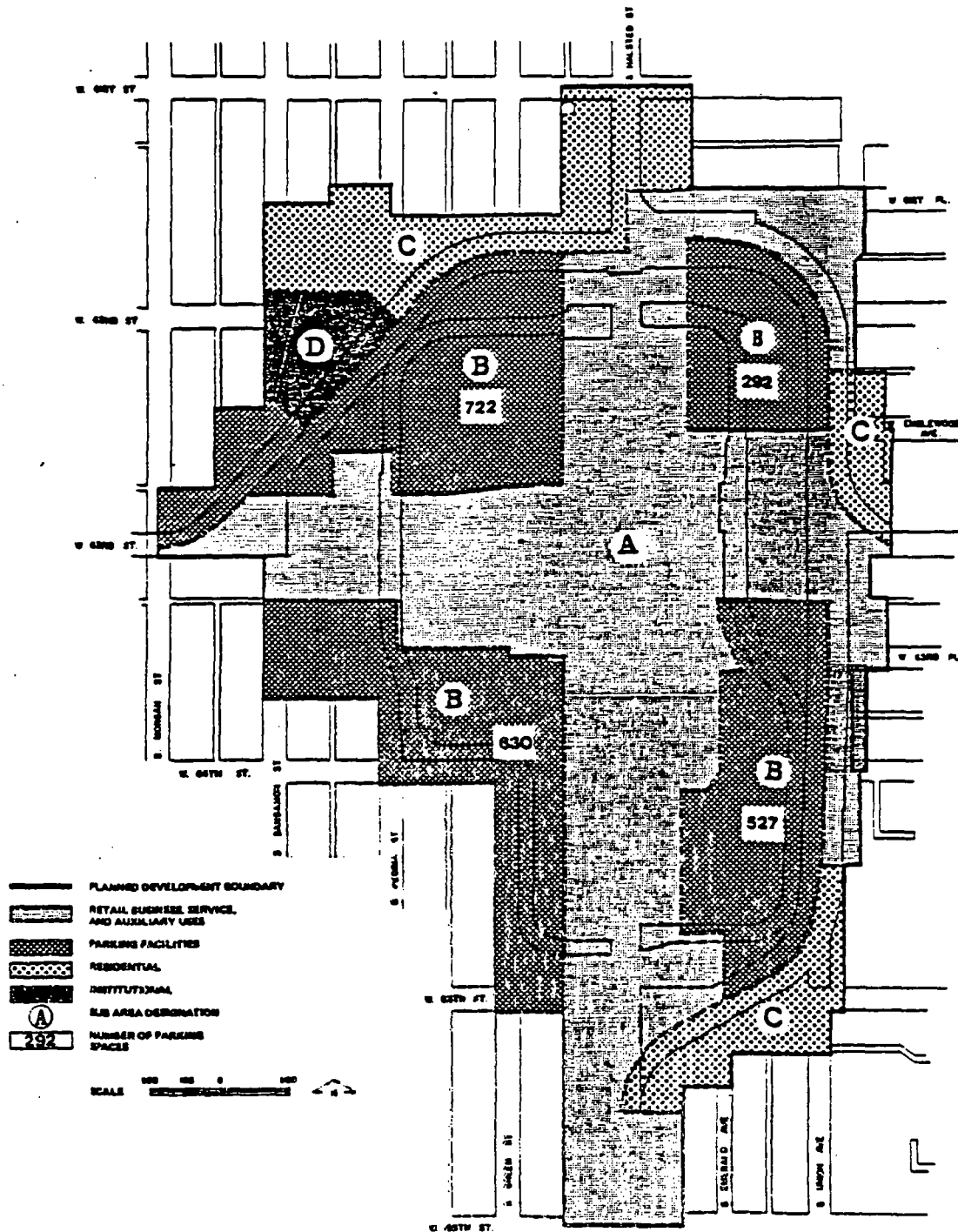
-  PROPOSED BUSINESS PLANNED DEVELOPMENT
-  ZONING BOUNDARY
-  PARKS, PLAYGROUNDS
-  PUBLIC AND QUASI-PUBLIC FACILITIES
-  PREFERENTIAL STREETS

APPLICANT: DEPARTMENT OF URBAN RENEWAL  
CITY OF CHICAGO

DATE: MAY 9, 1984



**BUSINESS PLANNED DEVELOPMENT No 74, AS AMENDED  
GENERALIZED LAND USE PLAN**





BUSINESS PLANNED DEVELOPMENT NO. 74, AS AMENDEDPLANNED DEVELOPMENT USE AND BULK REGULATIONS

Sub-Area	Net Site Area Square Feet	Acres	General Description of Land Use & Type	Number of Dwelling Units	Maximum F.A.R.	Maximum of Land Covered
A	788,324	18.1	Retail business and service, and auxiliary uses.	N.A.	5.0	100%
B	885,746	20.38	Grade level parking	N.A.	0.5	10%
C	290,896	6.72	Residential	356	1.2	40%
D	57,922	1.3	Institutional	N.A.	1.2	40%
Total	2,022,888	46.35		356	2.4	51%

Gross Site Area = Net Site Area (46.35 acres) plus area of public streets and alleys  
(39.38 acres) = 85.73 acres

Maximum F.A.R. (for total net site area) = 2.4

Maximum number of residential units ELDERLY-122 FAMILY-234

Minimum number of off-street parking spaces for residential uses - 1 space per dwelling or efficiency unit.

Minimum number of off-street parking spaces for business uses: 2,156

Off-street loading spaces shall be provided as authorized by the B3-4 General Retail District classification of the Chicago Zoning Ordinance.

Minimum Periphery Setbacks for Residential and/or Institutional:

Boundary	20 feet
Front Yard	12 feet
Side Yard	8 feet

Minimum distance between Residential and/or Institutional buildings: 20 feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

Maximum % of land covered: 51% (for total Net Site Area)

APPLICANT: DEPARTMENT OF URBAN RENEWAL OF THE CITY OF CHICAGO

DATE: May 9, 1984

(Continued from page 8118)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-J in area bounded by

W. 59th Street; Grand Trunk Railroad right of way; W. 59th Place; and the alley next west of and parallel to Grand Trunk Railroad,

to those of an M1-1 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map 34-D.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-2 Heavy Manufacturing District symbols and indications as shown on Map No. 34-D in the area bounded by

the north bank of the Little Calumet River; a line 1284.36 feet west of the center line of S. Cottage Grove Avenue or the line thereof, if extended, where no street exists; the Chicago City Limits line (E. 138th Street); a line 1978.71 feet west of the center line of S. Cottage Grove Avenue or the line thereof, if extended, where no street exists; a line 119 feet north of the Chicago City Limits line (E. 138th Street); a line 1973.71 feet west of the center line of S. Cottage Grove Avenue or the line thereof, if extended, where no street exists; the west line of the right-of-way of Commonwealth Edison Company; the north line of the right-of-way of E. 138th Street; the east line of the right-of-way of the Commonwealth Edison Company; a line from a point 1328.45 feet north of the Chicago City Limits line (E. 138th Street) and 1973.71 feet west of the center line of S. Cottage Grove Avenue or the line thereof, if extended, where no street exists through a point 1701.16 feet north of the Chicago City Limits line (E. 138th Street) and 1935.10 feet west of the center line of S. Cottage Grove Avenue or the line thereof, if extended, where no street exists; to the north bank of the Little Calumet River,

to those of a Water Way Planned Development District, and a corresponding use district is hereby established in the area above described.

[Planned Development printed on pages 8126 thru 8133  
of this Journal.]

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

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*Referred--PROPOSED ORDER TO GIVE CONSIDERATION TO  
CONSTRUCTION OF CATCH BASIN AT  
SPECIFIED LOCATION.*

The Committee on Zoning submitted a report recommending that the City Council refer a proposed order to give consideration to the construction of a catch basin on the southwest corner of W. 55th Street and S. Austin Avenue to the Committee on Streets and Alleys.

On motion of Alderman Stone the said proposed order was *Referred to the Committee on Streets and Alleys.*

WATERWAY PLANNED DEVELOPMENT  
NO.  
PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as "Waterway Planned Development" (No.       ) is owned or controlled by M.C.M. LAND COMPANY, an Illinois corporation, as represented in the disclosure documents filed with the Chairman of the Zoning Committee of the City Council of the City of Chicago.

2. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a planned development.

3. The Applicant or its successors, assignees or grantees, or such other person or party as may then own or control the area delineated herein shall obtain any and all official reviews, approvals, licenses and permits required in connection with this Plan of Development.

APPLICANT: M.C.M. LAND COMPANY

ADDRESS: 700-764 East 138th Street

DATE: March 30, 1984

4. The following uses shall be permitted within the area delineated herein as Waterway Planned Development (No. \_\_\_\_\_): The Extraction of sand, gravel, and other raw materials, subject to the performance standards of Article 10.5 of the Chicago Zoning Ordinance as applied to the M3-2 Zoning District; a Marina, including, but not limited to: boat storage, boat sales and service, the sale of fuel and supplies, pump out facilities, a club, restaurant including liquor sales, parking, recreation and health facilities and an earth station receiving station, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development and shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, with the net site area including the entire water area within the property.

7. Any dedication or vacation of streets, alleys, easements, grants of privilege or any adjustments of rights of way require a separate submittal by the applicant and approval by the City Council.

APPLICANT: M.C.M. LAND COMPANY

ADDRESS: 700-764 East 138th Street

DATE: March 30, 1984

8. Any service drives and any other ingress and egress shall be adequately designed and paved in accordance with the now published regulations of the Bureau of Traffic Engineering and Operations in compliance with the Municipal Code of the City of Chicago related to motor vehicles, including emergency vehicles. Any fire lanes required shall be adequately designed and paved in compliance with the Municipal Code and shall have a minimum width of 18 feet. There shall be no parking within such paved areas.

9. Advertising, business and business identification signs y be permitted within the planned development subject to the review and approval of the Departments of Zoning and Planning. Temporary signs such as construction and marketing signs may be permitted subject to the aforestated approvals.

10. The height restrictions of any building or appurtenance attached thereto shall be subject to:

- (a) Height limitations as certified on Form FAA-117 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and
- (b) Airport zoning regulations now in effect as established by the Departments of Planning, Aviation, and Law, and approved by the City Council.

APPLICANT: M.C.M. LAND COMPANY

ADDRESS: 700-764 East 138th Street

DATE: March 30, 1984

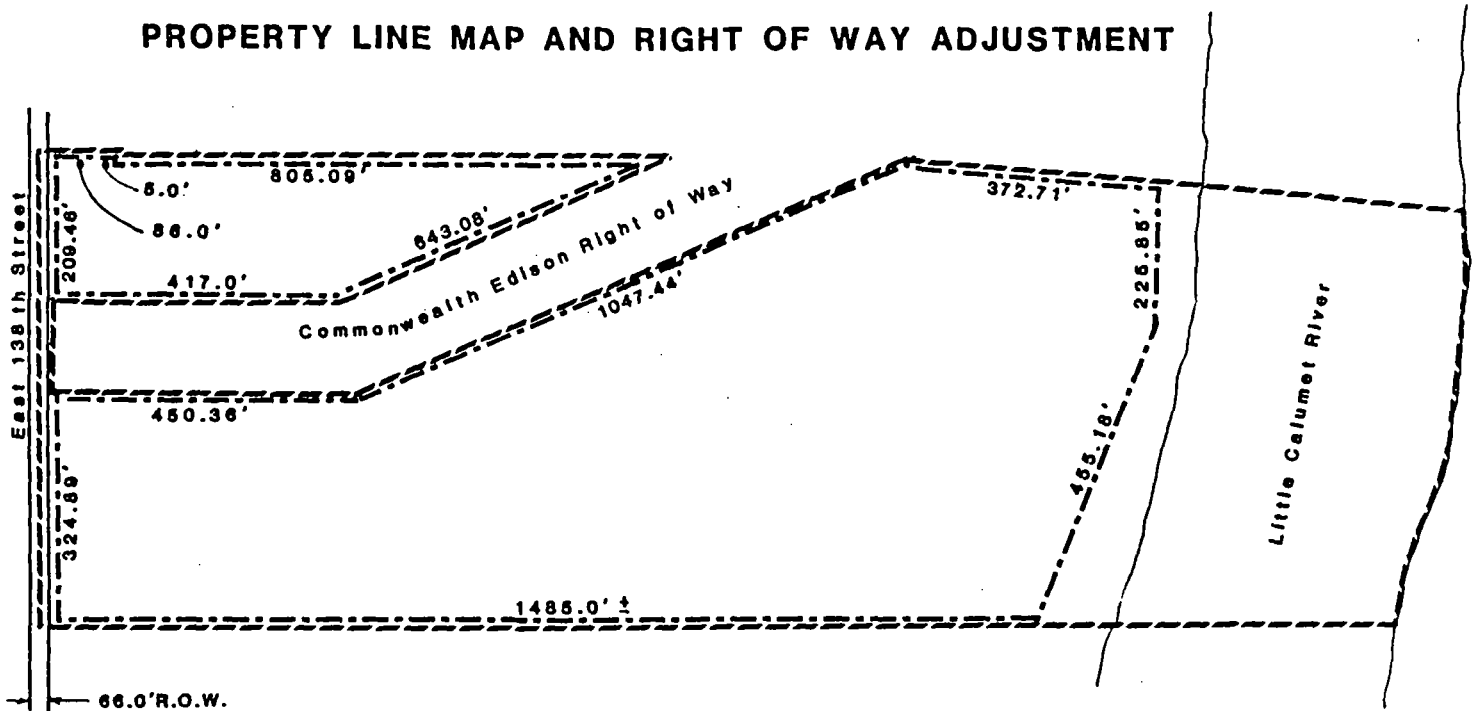
11. This Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as heretofore promulgated by the Commissioner of Planning.

APPLICANT: M.C.M. LAND COMPANY

ADDRESS: 700-764 East 138th Street

DATE: March 30, 1984

**WATERWAY PLANNED DEVELOPMENT  
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENT**



**Legend**

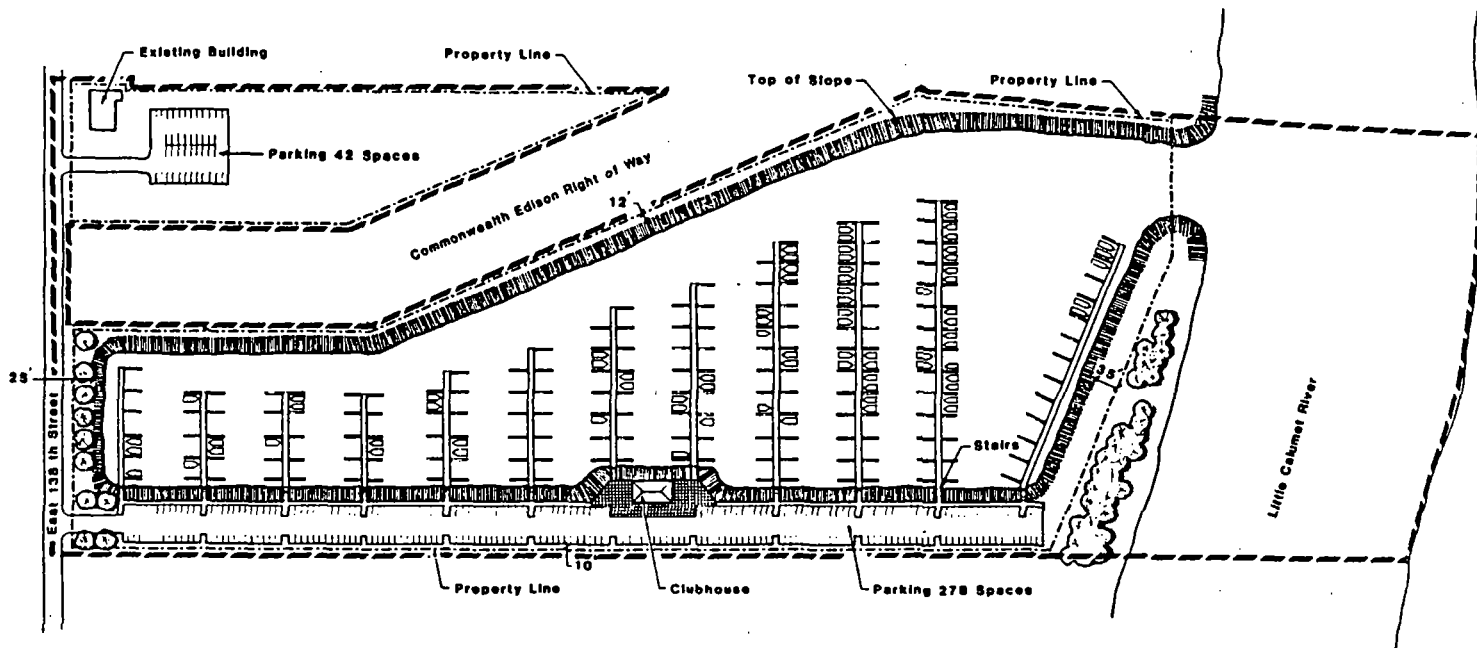
- WATERWAY PLANNED DEVELOPMENT BOUNDARY  
- - - - - PROPERTY LINE

**APPLICANT: M.C.M. LAND COMPANY**

**DATE: March 30, 1984**



# **WATERWAY PLANNED DEVELOPMENT \*** **GENERALIZED LAND USE MAP**



## **Legend**

- WATERWAY PLANNED DEVELOPMENT BOUNDARY
- PROPERTY LINE

**APPLICANT: M.C.M. LAND COMPANY**

**DATE: March 30, 1984**

**\* MARINA AS SHOWN IS ILLUSTRATIVE  
 ACTUAL DESIGN MAY VARY**





WATERWAY PLANNED DEVELOPMENT  
USE AND BULK REGULATIONS AND DATA

Net Site Area	General Description of Land Use	Maximum F.A.R.	Maximum Percent of Site Coverage
Sq. Ft.			
9,155 sq. ft. .64 acres	Marina and related uses as stated more fully in Statement Number 4 herein.	0.25	10%

Gross Site Area = Net Site Area - 899,155 sq. ft.  
plus Public Rights of Way, 22,902 sq. ft. plus Little  
Calumet River, 280,000 sq. ft. = 1,203,057 sq. ft. =  
27.59 acres

Minimum Number of Off-street Parking Spaces = 270

Estimated Actual Number of Off-street Parking Spaces = 320

Minimum Number of Off-street Loading Spaces = 1

Maximum F.A.R. - 0.25

Maximum percentage of land coverage = 10%

\*Minimum periphery setbacks = 25'

\*Except Existing Building To Remain.

APPLICANT: M.C.M. LAND COMPANY

DATE: March 30, 1984

## JOINT COMMITTEE ON BUILDINGS AND ZONING.

Chapter 194A of Chicago Zoning Ordinance Amended Concerning  
Intermediate Care Facilities for Developmentally  
Disabled.

The Joint Committee composed of the members of the Committee on Buildings and the Committee on Zoning submitted the following report:

CHICAGO, June 28, 1984.

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

Your Committee on Zoning and Committee on Buildings having had under consideration a proposed ordinance (referred May 30, 1984) to amend Chapter 194A, of the Chicago Zoning Ordinance, to allow "Intermediate Care Facilities for the Developmentally Disabled for (15) or Fewer People," begs leave to recommend that Your Honorable Body *Pass* said substitute ordinance attached herewith.

This recommendation was concurred in by 10 members of the committees, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY M. GABINSKI,  
*Chairman--Committee on Zoning.*

(Signed) FRED B. ROTI,  
*Chairman--Committee on Buildings.*

On motion of Alderman Stone the proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas--*Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--50.

*Nays--*None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding the definition below to Article 3.2, in its proper alphabetical sequence in italics as follows:

*Intermediate Care Facility for the Developmentally Disabled--15 or less. A detached residential unit used to house not more than 15 developmentally disabled persons, whether or not related by blood or marriage, in a quasi-family setting. Such facility does not contain equipment or provide staff for nursing care or for treatment of disease or injury, other than emergency first-aid care.*

SECTION 2. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding the new paragraph below to Section 11.11-1, in its proper sequence in italics as follows:

*(r) The development of land to be used as an Intermediate Care Facility for the Developmentally Disabled--15 or less, shall be permitted only when processed as a planned development subject to the provisions herein; provided however that no planned development for an Intermediate Care Facility for the Developmentally Disabled--15 or less shall be allowed except in R4 through R8 General Residence Districts.*

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

## MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

*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.*

### 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

#### *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:

<i>Alderman</i>	<i>Location</i>
Bloom (5th Ward)	S. Cornell Avenue at 5401;
Sawyer (6th Ward)	E. 79th Street at 215-225--8:00 A.M. to 8:00 P.M.--Monday through Friday;
	E. 79th Street at 740-750 (at a point 20 feet west of S. Cottage Grove Avenue on the north side on the northwest corner)--7:00 A.M. to 9:00 P.M.--Monday through Friday;
Volini (48th Ward)	N. Winthrop Avenue at 6180-6190--7:00 A.M. to 2:00 A.M.

#### *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:

<i>Alderman</i>	<i>Location</i>
Sheahan (19th Ward)	S. Washtenaw Avenue between W. 109th Street and W. 107th Street--northerly;
Smith (28th Ward)	W. Polk Street--4800, 4900 and 5000 blocks--westerly.

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*Referred--PROPOSED ORDINANCE TO AMEND AREA FOR  
MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE  
DIRECTION ON PORTION OF S. NORMAL AV.*

Alderman Streeter (17th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on S. Normal Avenue from W. 75th Street to W. 76th Street (instead of from W. 75th Street to W. 81st Street); which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--PROPOSED ORDINANCE TO AMEND AREA  
FOR MOVEMENT OF VEHICULAR TRAFFIC TO  
SINGLE DIRECTION ON PORTION OF  
S. RICHMOND ST.*

Alderman Majerczyk (12th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on S. Richmond Street from W. 40th Place to the first alley north of S. Archer Avenue (instead of from W. 40th Place to S. Archer Avenue); which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--PROPOSED ORDINANCE TO AMEND DIRECTION ON  
RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC  
ON PORTION OF W. BALMORAL AV.*

Alderman O'Connor (40th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on W. Balmoral Avenue between N. Lincoln Avenue and N. Western Avenue (instead of a westerly direction); which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--PROPOSED ORDINANCE TO AMEND DIRECTION ON  
RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC  
ON PORTION OF SPECIFIED PUBLIC WAY.*

Alderman Kellam (18th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on first north-south alley west of S. Pulaski Road from W. 83rd Street to W. 84th Street (instead of a northerly direction); which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--PROPOSED ORDER TO DISCONTINUE RESTRICTION ON  
MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE  
DIRECTION ON PORTION OF  
W. PALMER ST.*

Alderman Damato (37th Ward) presented a proposed order to discontinue the restriction imposed on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions on W. Palmer Street between N. Major and N. Mango Avenues; which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--*PROPOSED ORDERS TO INSTALL PARKING METERS  
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed orders for the installation of parking meters on specified public ways at the locations indicated, which were *Referred to the Committee on Traffic Control and Safety*.

<i>Alderman</i>	<i>Location</i>
Orbach (46th Ward)	N. Halsted Street at 3731-3745;
Schulter (47th Ward)	N. Ashland Avenue (west side) between W. Cornelia Avenue and W. Roscoe Street.

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*Referred--*PROPOSED ORDERS FOR REMOVAL OF PARKING METERS  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the removal of parking meters at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Majerczyk (12th Ward)	S. Richmond Avenue (both sides) from S. Archer Avenue to the first alley north thereof;
Damato (37th Ward)	N. Mason Avenue (east side) in the 2100 block;
McLaughlin (45th Ward)	N. Elston Avenue at 4388 (meters 459/4013 and 459/4014);
Orbach (46th Ward)	N. Sheridan Road at 4640.

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*Referred--*PROPOSED ORDINANCE TO LIMIT PARKING OF  
VEHICLES DURING SPECIFIED HOURS ON PORTION  
OF MONT CLARE AV.

Alderman Pucinski (41st Ward) presented a proposed ordinance to limit the parking of vehicles to two hour periods on N. Mont Clare Avenue (both sides) from W. Higgins Avenue to the first alley north thereof, from 8:00 A.M. to 6:00 P.M. Monday through Friday; which was *Referred to the Committee on Traffic Control and Safety*.

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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:

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	S. Carpenter Street (both sides) from W. 16th Street to W. 18th Street (trucks only);
Bloom (5th Ward)	S. Constance Avenue (both sides) from E. 67th Street to a point 50 feet south thereof; S. Merrill Avenue at 6931 (except for handicapped);
Huels (11th Ward)	S. Canal Street at 2942 (except for handicapped);
Majerczyk (12th Ward)	S. St. Louis Avenue at 4544 (except for handicapped);
Brady (15th Ward)	S. Artesian Avenue at 7304 (except for handicapped);
Kellam (18th Ward)	S. Western Avenue (east side) from W. 76th Street to a point 150 feet north thereof; W. 81st Street at 1416 (except for handicapped);
Marzullo (25th Ward)	W. Cullerton Street at 1944 (at either side of driveway);
Hagopian (30th Ward)	W. Fletcher Street (north side) at 4922 (except for handicapped);
Gabinski (32nd Ward)	N. Wolcott Avenue at 1243 (approximately 40 feet);
Mell (33rd Ward)	W. Logan Boulevard at 2855 (except for handicapped);
Kotlarz (35th Ward)	N. Albany Avenue at 3708 (except for handicapped); N. Kedzie Avenue at 4117 (except for handicapped);
Banks (36th Ward)	N. Sayre Avenue (west side) from W. Belmont Avenue to the first alley south thereof;
Laurino (39th Ward)	N. Central Park Avenue (west side) from W. Ardmore Avenue to W. Peterson Avenue (in parkway);
Natarus (42nd Ward)	N. Franklin Street at 900 to 920;
Hansen (44th Ward)	W. Newport Avenue at 1340 (except for handicapped);
McLaughlin (45th Ward)	N. Elston Avenue (west side) at 4388;
Orbach (46th Ward)	W. Belle Plaine Avenue at 1468 (except for handicapped);
Stone (50th Ward)	W. Jarvis Avenue (north side) from N. Oakley Avenue to N. Bell Avenue.

*Referred*--PROPOSED ORDINANCE TO DISCONTINUE  
PROHIBITION AGAINST PARKING OF VEHICLES  
AT ALL TIMES ON PORTION OF  
W. CHICAGO AV.

Alderman Santiago (31st Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on W. Chicago Avenue in front of 2950; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*--PROPOSED ORDINANCES TO PROHIBIT PARKING OF  
VEHICLES DURING SPECIFIED HOURS AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Majerczyk (12th Ward)	S. Richmond Avenue (both sides) from S. Archer Avenue to the first alley north thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
Kellam (18th Ward)	W. 87th Street (north side) from S. Kolmar Avenue to a point 100 feet east thereof -- 6:00 P.M. to 12:00 midnight, except Sundays and holidays;
Schulter (47th Ward)	N. Rockwell Street at 4111-4121 --8:00 A.M. to 5:00 P.M. -- Monday through Friday;
Orr (49th Ward)	N. Winthrop Avenue (west side) from W. Loyola Avenue to the first alley south thereof -- 8:00 A.M. to 4:30 P.M. -- Monday through Sunday.

*Referred*--PROPOSED ORDINANCES TO DISCONTINUE  
PROHIBITION AGAINST PARKING OF VEHICLES  
DURING SPECIFIED HOURS AT  
SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented two proposed ordinances to discontinue the prohibition against the parking of vehicles during specified hours at the locations and for the distances designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Location</i>	<i>Distance and Time</i>
E. Ohio Street (south side)	Between 469 and N. Lake Shore Drive -- 4:00 P.M. to 6:00 P.M. (except Sundays and holidays);
E. Ohio Street (south side)	From N. Michigan Avenue to N. St. Clair Street -- 7:00 A.M. to 10:00 A.M. (except Saturdays, Sundays and holidays).

*Referred*--PROPOSED ORDINANCES TO ESTABLISH RESIDENT  
PERMIT PARKING ZONES FOR VEHICLES AT ALL  
TIMES AT SPECIFIED LOCATIONS.



The aldermen named below presented proposed ordinances to establish resident permit parking zones for vehicles at all times at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Pucinski (41st Ward)	W. Isham Avenue (both sides) 7400 block; N. Oketo Avenue (both sides) 6400 block;
McLaughlin (45th Ward)	N. Kolmar Avenue (both sides) from W. Irving Park Road to W. Berteau Avenue.

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*Referred--PROPOSED ORDINANCE TO AMEND "RESIDENTIAL  
PARKING ZONE 14" ON PORTION OF N. OKETO AV.*

Alderman Pucinski (41st Ward) presented a proposed ordinance to establish "Residential Parking Zone 14" on N. Oketo Avenue (east side) between a point 345 feet north of W. Ardmore Avenue and W. Talcott Avenue (instead of between W. Ardmore Avenue and W. Talcott Avenue); which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--PROPOSED ORDERS TO AMEND RESIDENTIAL PARKING  
ZONES ON PORTIONS OF N. EAST RIVER RD.*

Alderman Pucinski (41st Ward) presented two proposed orders to amend and divide into two separate zones residential parking at the locations and for the distances designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Location</i>	<i>Distance</i>
N. East River Road	Between W. Foster and W. Summerdale Avenues;
N. East River Road	Between W. Foster and W. Berwyn Avenues.

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*Referred--PROPOSED ORDER TO DESIGNATE PORTION OF  
E. 55TH ST. AS "THROUGH STREET".*

Alderman Bloom (5th Ward) presented a proposed order to designate E. 55th Street between S. Dorchester and S. Blackstone Avenues as a "Through Street"; which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--PROPOSED ORDINANCES TO ESTABLISH TOW  
AWAY ZONES AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to establish tow away zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	W. 14th Place (both sides) from S. Jefferson Street to S. Union Avenue --at all times;

*Alderman**Location and Distance*

Volini (48th Ward)

W. Argyle Street (north side) from N. Broadway to N. Sheridan Road -- 7:00 A.M. to 9:00 A.M. -- Tuesday and Thursday;

W. Argyle Street (south side) from N. Broadway to N. Sheridan Road -- 7:00 A.M. to 9:00 A.M. -- Monday and Wednesday;

W. Bryn Mawr Avenue (north side) from 1020 to 1040;

Volini (48th Ward)  
and Orr (49th Ward)

W. Granville Avenue (both sides) from Lake Michigan west to N. Sheridan Road.

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*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 and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety* as follows:

*Alderman**Location and Type of Sign*

Roti (1st Ward)

W. 16th Street and S. Morgan Street--"All Way Stop";

Bloom (5th Ward)

E. 61st Place and S. Dorchester Avenue--"1-Way Stop";

E. 62nd Place and S. Dorchester Avenue--"1-Way Stop";

Sawyer (6th Ward)

E. 72nd Street and S. Dorchester Avenue--"2-Way Stop";

E. 73rd Street and S. Calumet Avenue--"3-Way Stop";

E. 96th Street and S. Michigan Avenue--"Stop";

Humes (8th Ward)

E. 78th Street and S. Jeffery Boulevard--"4-Way Stop";

Burke (14th Ward)

S. Spaulding Avenue and W. 64th Street--"2-Way Stop";

Brady (15th Ward)

S. Artesian Avenue and W. 61st Street--"Stop";

S. Artesian Avenue and W. 65th Street--"All Way Stop";

W. 56th Street and S. Seeley Avenue--"4-Way Stop";

W. 57th Street and S. Seeley Avenue--"4-Way Stop";

*Alderman**Location and Type of Sign*

Entrances to the north-south alley between S. Western and S. Artesian Avenues from W. 69th to W. 70th Street--"No Thru Traffic";

Kellam (18th Ward) S. Damen Avenue and W. 81st Street--"Stop";

W. 80th Place and S. Karlov Avenue--"Stop";

Kelley (20th Ward) S. Dante Avenue 7000 and 7100 blocks--"Slow-Children at Play";

Marzullo (25th Ward) W. 22nd Place and S. Hoyne Avenue--"4-Way Stop";

Kotlarz (35th Ward) N. Drake Avenue and W. Grace Street--"Stop";

W. Irving Park Road and N. Kedzie Avenue--"No Turn On Red";

N. Lawndale and W. Berteau Avenues--"Stop";

Banks (36th Ward) W. George Street and N. Mulligan Avenue--"Stop";

W. Grand and N. Mobile Avenues--"Stop";

"T" alley of the 2800 block of N. Normandy Avenue--"Children Playing";

Damato (37th Ward) W. Iowa Street and N. Pine Avenue--"Stop";

Cullerton (38th Ward) W. School Street and N. Nagle Avenue--"4-Way Stop";

Laurino (39th Ward) W. Bryn Mawr and N. Christiana Avenues--"Stop";

Pucinski (41st Ward) W. Balmoral and N. Oriole Avenues--"3-Way Stop";

N. Overhill and W. Berwyn Avenues--"2-Way Stop";

Natarus (42nd Ward) E. Grand Avenue and N. Peshtigo Court--"Stop";

Hansen (44th Ward) N. Sheridan Road and W. Briar Place--"No Turn On Red";

McLaughlin (45th Ward) W. Catalpa and N. Menard Avenues--"Stop";

N. Magnet and N. Menard Avenues--"Stop";

N. Manila and N. Menard Avenues--"Stop";

N. Menard and N. Magnet Avenues--"Stop";

Orr (49th Ward) W. Greenleaf and N. Glenwood Avenues--"Stop";

W. Loyola and N. Winthrop Avenues--"4-Way Stop".

*Referred--*PROPOSED ORDINANCE TO AMEND LOCATION OF  
TRAFFIC WARNING SIGN ON W. BIRCHWOOD AV.

Alderman Stone (50th Ward) presented a proposed ordinance for the installation of a "2-Way Stop" sign at the intersection of W. Birchwood and N. Francisco Avenues (instead of the intersection of W. Birchwood and N. Sacramento Avenues); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDERS FOR SURVEYS FOR  
INSTALLATION OF TRAFFIC SIGNS  
AT SPECIFIED LOCATIONS.

Alderman D. Davis (29th Ward) presented four proposed orders for surveys to install traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Type of Sign</i>	<i>Location</i>
"Stop"	W. LeMoyne Street and N. Monitor Avenue;
"Speed Zone"	On N. Monitor Avenue from W. Hirsch Street to W. North Avenue;
"School Crossing"	W. Potomac Avenue and W. Hirsch Street;
"Stop"	W. Potomac and N. Parkside Avenues.

*Referred--*PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE  
TONS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for truck and commercial vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety* as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Hutchinson (9th Ward)	S. Champlain Avenue between E. 111th and E. 115th Streets;
	S. Langley Avenue between E. 111th and E. 114th Streets;
	S. St. Lawrence Avenue between E. 111th and E. 115th Streets;
	E. 112th Street between S. Cottage Grove and S. Langley Avenues;
	E. 113th Street between S. Cottage Grove and S. Langley Avenues;
	E. 114th Place between S. Cottage Grove and S. Champlain Avenues;
	E. 114th Street between S. Cottage Grove and S. Langley Avenues;
Stone (50th Ward)	N. Damen Avenue between W. Peterson Avenue and W. Norwood Street;

*Alderman**Location and Distance*

W. Norwood Street between N. Ravenswood Avenue and N. Ridge Boulevard.

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## 2. ZONING ORDINANCE AMENDMENTS.

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### *Referred--PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.*

The aldermen named below presented proposed ordinances for amendment of the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

#### BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by

a line 75 feet north of W. 32nd Street; the alley next east of and parallel to S. Canal Street; W. 32nd Street; and S. Canal Street;

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by

W. 33rd Street; the alley next east of and parallel to S. Parnell Avenue; a line 125 feet south of W. 33rd Street; and S. Parnell Avenue;

To classify as an R3 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 8-F bounded by

the alley next north of and parallel to W. 35th Street; S. Union Avenue; W. 35th Street; and S. Emerald Avenue.

#### BY ALDERMAN SCHULTER (47th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 11-H bounded by

W. Wilson Avenue; the alley next east of and parallel to N. Paulina Street; the alley next north of and parallel to W. Montrose Avenue; N. Paulina Street; W. Montrose Avenue; and the alley next west of and parallel to N. Paulina Street.

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## 3. CLAIMS.

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### *Referred--PROPOSED CLAIMS AGAINST CITY OF CHICAGO.*

The aldermen named below presented eight proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

*Alderman**Claimant*

Nardulli (26th Ward)

Wanda Ribot; Joseph C. Zachara;

Meli (33rd Ward)

James R. Adams;

Banks (36th Ward)

Francesca Guzzo;

Laurino (39th Ward)

Milan Subaric;

*Alderman*

O'Connor (40th Ward)

Oberman (43rd Ward)

Hansen (44th Ward)

*Claimant*

Mr. and Mrs. Roland A. Hansen;

Vince Waldron;

C. James Locke.

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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 ORDINANCES FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAYS.

Five proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Carson Pirie Scott and Company--to maintain and use, as now constructed, four loading docks on ground level of the public alley known as Holden Court bounded by S. State Street, E. Madison Street, S. Wabash Avenue and E. Monroe Street, one 155 square foot rotunda, and one showcase window with an entry door;

Chicago Fiber Optic Corporation--to install, maintain and use a fiber optic cable system in the Chicago Freight Tunnel consisting of six direct varied conduits, said tunnel bounded by Randolph Street, Columbus Drive, Van Buren Street and Canal Street;

Samuel and Margot Kacev--to maintain and use, as now constructed, a loading platform in the sidewalk space adjoining 2236-2242 S. Lumber Street;

Lurie Company--to maintain and use an insulated intake water pipe and an insulated discharge water pipe under the lower level of W. Wacker Drive, beginning near N. LaSalle Street and running northerly to the Chicago River for the purpose of obtaining water from and returning it to the River to serve the condenser of the air-conditioning unit within the building at 221 N. LaSalle Street;

Emil Wolper--to maintain and use subsurface space under the sidewalk at the southeast corner of E. Randolph Street and N. Michigan Avenue for the purpose of storage space.

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*Referred*--PROPOSED ORDINANCE TO AMEND SPECIFIED GRANT  
OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to amend the grantee designated in six grants of privilege previously given to the Hilton Hotels Corporation for recessed curb (passed April 13, 1984, C.J.P. p. 6083), planter boxes (passed April 13, 1984, C.J.P. p. 6084), decorative sidewalks (passed April 13, 1984, C.J.P. p. 6085), vaults (passed December 28, 1983, C.J.P. p. 4402), canopies (passed November 12, 1982, C.J.P. p. 13446) and more canopies (passed September 14, 1981, C.J.P. p. 7125) to refer to the grantee as "Hilton Hotels Corporation, executors, successors and assigns" hereafter.--*Referred to the Committee on Streets and Alleys*.

*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONDUCT CARNIVAL OR STREET FAIR.

Also a proposed order for the issuance of a permit to Santa Lucia Parish, 3022 S. Wells Street, to conduct a carnival or street fair on the parish grounds and on S. Wells Street between W. 30th and W. 31st Streets for the period of August 2-5, 1984.--*Referred to the Committee on Beautification and Recreation.*

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
CHINATOWN SUMMER FAIR ON PORTION OF W.  
WENTWORTH AV.

Also a proposed order to grant permission to William Y. Fing/Chinatown Chamber of Commerce, 2217 S. Wentworth Avenue, to conduct a Chinatown Summer Fair on S. Wentworth Avenue between W. Cermak Road and W. 26th Street on Sunday, August 12, 1984.--*Referred to the Committee on Beautification and Recreation.*

*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONSTRUCT AND MAINTAIN CANOPY.

Also a proposed order for issuance of a permit to Sears, Roebuck and Company to construct, maintain and use a canopy attached to the building or structure at 313 W. Jackson Boulevard.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMISSION AND CONSENT  
TO REMOVE SPECIFIED CURBING.

Also a proposed order to grant permission and consent to H. M. Walken Company, Inc., 1 S. Wacker Drive, to remove the curbing between northbound lower Wacker Drive and northbound lower Wacker Service Drive (east side) from a point 219 feet south of the center line of W. Madison Street to a point 245.8 feet south of the W. Madison Street center line, to provide an entrance into the One South Wacker Parking Garage from northbound lower Wacker Drive.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN RUSH (2nd Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Michael Reese Hospital to install, maintain and use two concrete encased PVC conduits in the public way adjacent to 515 E. 29th Place for the purpose of connecting the parking structure site with the Blum Building.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO CONDUCT  
OUTDOOR MARKET ON PORTION OF S. GILES AV.

Also a proposed order for issuance of the necessary permits to the Black United Front "Outdoor Market" to be held on S. Giles Avenue between E. 38th and E. 39th Streets for the period of July 19-21, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

**ALDERMAN TILLMAN (3rd Ward):**

**Drafting of Ordinance Directed for Vacation, Etc.  
of Specified Public Alleys.**

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 north 130 feet of the north-south 20-foot public alley and providing for the opening of an east-west 20-foot public alley running west to S. Wabash Avenue from the south terminus of the north-south 20-foot public alley to be vacated in the block bounded by E. 45th Street, E. 46th Street, S. Wabash Avenue, and S. Michigan Avenue for the Department of Housing (No. 3-3-84-910); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Tillman the foregoing proposed order was *Passed*.

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Presented by

**ALDERMAN EVANS (4th Ward):**

**Buildings Declared Public Nuisance and  
Ordered Demolished.**

Two proposed ordinances reading as follows:

WHEREAS, The building located at 522 E. 45th Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 522 E. 45th Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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WHEREAS, The building located at 4118 S. Lake Park is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 4118 S. Lake Park is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--50.

*Nays*--None.



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

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**Authority Granted for Issuance of Permits to Conduct Sidewalk  
Sale on Portion of E. 47th St.**

Also a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to the 47th Street Business Association to hold a sidewalk sale on August 17th, 18th and 19th, 1984 from 8:00 A.M. to 9:00 P.M., on E. 47th Street, from State Street to Drexel Boulevard. Contact person is Jack Washington, 4658 S. Drexel Boulevard, 225-9530.

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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--50.

*Nays*--None.

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

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**Commendations Extended to Joseph Beard, Michael McClain and  
Lindberg Carr for Efforts to Beautify Their Community.**

A proposed resolution reading as follows:

WHEREAS, Mr. Joseph Beard, Mr. Michael McClain and Mr. Lindberg Carr are devoted trustees of the Liberty Baptist Church located at 4849 S. King Drive; and

WHEREAS, Mr. Beard, Mr. McClain and Mr. Carr have supplied seeds and planted flowers annually along South King Drive from 4900 south to 5100 south, in an effort to beautify the area; now, therefore,

*Be It Resolved*, That the Mayor and the Members of the City Council gathered this 9th day of July 1984, hereby congratulate and commend these individuals for their outstanding contribution to our community; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Beard, Mr. McClain and Mr. Carr.

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

On motion of Alderman Evans the foregoing proposed resolution was *Adopted*.

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**Congratulations Extended to *ShopTalk*, as Outstanding  
Trade Publication Entering Third Year of  
Publication.**

Also a proposed resolution reading as follows:

WHEREAS, *ShopTalk*, a journal of cosmetology published in the City of Chicago, has just entered its third year of publication; and

WHEREAS, *ShopTalk*, with its almost world-wide circulation and scope, is published by Bettian Gardner, co-founder of Soft Sheen Products, Inc., one of our City's most influential and successful businesses, and is edited by Jean Brannon and features many articles of supreme interest and benefit to the cosmetologist; and

WHEREAS, *ShopTalk* has contributed widely to the field of employment, as it has published the works of creative free-lance writers, illustrators, photographers, designers and others during a tight economy, and of course this outstanding trade publication is a boon to the business life of our great City; now, therefore

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 9th day of July, 1984, A.D., do hereby offer our congratulations to the outstanding trade publication, *ShopTalk*, as it enters its third year of publication, and that we extend to Publisher Bettian Gardner and Editor Jean Brannon our very best wishes for the magazine's continued success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the publisher of *ShopTalk*.

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

On motion of Alderman Evans the foregoing proposed resolution was *Adopted*.

---

Presented by

ALDERMAN BLOOM (5th Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
SUMMER ACTIVITIES PROGRAM ON PORTION OF  
E. 68TH ST.

A proposed order to grant permission to the Parkways Associates, 6720 S. East End Avenue, to conduct a Summer Activities Program on E. 68th Street between S. Stony Island Avenue and the first alley east of S. Ridgeland Avenue for the period of July 12-August 25, 1984.--*Referred to the Committee on Beautification and Recreation*.

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*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
SIDEWALK SALE ON PORTION OF E. 71ST ST.

Also a proposed order to grant permission to Mildred Crawford as Executive Director of the 71st Street Merchants and Business Association, 2058 E. 71st Street, to conduct a sidewalk sale on both sides of E. 71st Street between S. Euclid and S. Oglesby Avenues for the period of July 26-28, 1984.-*Referred to the Committee on Beautification and Recreation*.

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Presented by

ALDERMAN SAWYER (6th Ward):

Congratulations and Best Wishes Extended to Ella Washington Saunders  
on Occasion of Her Retirement from City Service.

A proposed resolution reading as follows:

WHEREAS, Ella Washington Saunders, a life long resident of the City of Chicago, third generation

family member who like her father before her, Madison Washington, Department of Streets and Sanitation, and her grandfather before him, Madison Washington, City Attorney, has served the people of the City of Chicago with diligence and dedication for 34 years; and

WHEREAS, Ella Washington Saunders, wife of the late Red Saunders, a renowned Chicago musician and bandleader, mother of two, grandmother of seven, additionally gave of her talents in the organization of the American Federation of State, County and Municipal Employees (AFSCME) serving as its Secretary from 1959-1968, before going on to be its President from 1968-1972, during which time she directed and guided a plan for individual and family hospitalization coverage for City employees, still in effect, the total cost of which is borne by the City; and

WHEREAS, Ella Washington Saunders, a dedicated employee of the Chicago Police Department, 1950-1954 and the City Comptroller and Department of Revenue, 1954-1984, is retiring from City government service on August 1, 1984; now, therefore,

*Be It Resolved*, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered here this 9th day of July, 1984, do hereby offer our congratulations to Ella Washington Saunders on the occasion of her retirement from dedicated City service, as well as our best wishes to this outstanding citizen for a happy, healthy, prosperous, and successful future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ella Washington Saunders.

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

On motion of Alderman Sawyer the foregoing proposed resolution was *Adopted*.

— — —  
Presented by

ALDERMAN BEAVERS (7th Ward) and ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONDUCT SIDEWALK SALE AT SPECIFIED LOCATIONS.

A proposed order to grant permission to the South Chicago Chamber of Commerce, 3009 E. 92nd Street, to conduct a sidewalk sale on both sides of S. Commercial Avenue between E. 83rd and E. 93rd Streets and on both sides of E. 91st and E. 92nd Streets between S. Exchange and S. Houston Avenues for the period of August 2-5, 1984.--*Referred to the Committee on Beautification and Recreation*.

— — —  
Presented by

ALDERMAN HUMES (8th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building at 8726 S. Stony Island Avenue (gas station), is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 8726 S. Stony Island Avenue (gas station), is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuster, Volini, Orr, Stone--50.

*Nays*--None.

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

---

Presented by

ALDERMAN HUTCHINSON (9th Ward):

**Congratulations Extended to Ronald Eugene Davis  
for His Safe Driving Record.**

A proposed resolution reading as follows:

WHEREAS, That there is a continuously serious number of traffic accidents on our streets and highways; and

WHEREAS, Ronald Eugene Davis, born in Chillicothe, Illinois, 49 years ago and a fifteen-year resident of the Pullman community in the 9th Ward, is a Korean War Veteran and a member of the American Legion; and

WHEREAS, Mr. Davis, husband of Mary Ann (vice-president of the George M. Pullman P.T.A.) and father of Rhonda Renee, Malissa Renee, and Ericka Renee, also has four grandchildren; and

WHEREAS, Mr. Davis, a truck driver for Jay's Neilson Brothers Cartage, has driven cars and trucks for twenty-nine (29) years without an accident or moving violation; now, therefore,

*Be It Resolved*, That we, the Honorable Mayor Harold Washington and the Chicago City Council, meeting this 9th day of July, 1984, do hereby congratulate Ronald Eugene Davis for his very exemplary safe-driving record; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared for Mr. and Mrs. Davis and each of their three children as a permanent record of Mr. Davis' accomplishment.

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

On motion of Alderman Hutchinson the foregoing proposed resolution was *Adopted*.

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Presented by

ALDERMAN VRDOLYAK (10th Ward):

**Gratitude and Best Wishes Extended to Mary Elizabeth  
(Betty) Begg on Occasion of Her Retirement.**

A proposed resolution reading as follows:

WHEREAS, Mary Elizabeth (Betty) Begg has served the City of Chicago and its citizens for over 22 years serving in the Commission of Youth Welfare, Joint Youth Development Program, Human Resources and finally the Department of Human Services; and

WHEREAS, Mary Elizabeth (Betty) Begg has been the recipient of untold numbers of citations and awards for her dedicated public service; and

WHEREAS, Mary Elizabeth (Betty) Begg has established herself a national reputation in the field of social justice as being a fair, compassionate, steadfast and resolute person; and

WHEREAS, She has been advisory to the President of the United States, Governor of the State, Mayor of Chicago and to many civic and social and church societies on matters of great concern; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago in meeting assembled on this 9th day of July, 1984, express and convey to Mary Elizabeth (Betty) Begg, on the occasion of her retirement our profound thanks and gratitude for having benefited from her devoted services for so many years.

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

On motion of Alderman Vrdolyak the proposed resolution was *Adopted*.

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**City Council Urged to Form Softball Team to Play  
Illinois General Assembly.**

Also a proposed resolution reading as follows:

WHEREAS, The Illinois General Assembly has issued a formal challenge to the Chicago City Council in a 16-inch softball game; and]

WHEREAS, The Chicago City Council has a long tradition of fielding exceptional softball teams; and

WHEREAS, The Illinois General Assembly has secured the friendly confines of Wrigley Field on Sunday, August 5, 1984, for an exhibition game against the Chicago City Council; and

WHEREAS, All money raised from this game will be donated to charity; now, therefore,

*Be It Resolved*, By the Mayor of the City of Chicago and the Chicago City Council, that the Chicago City Council form a softball team to bring the much coveted championship to the City of Chicago.

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

On motion of Alderman Vrdolyak the proposed resolution was *Adopted*.

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**Referred--PROPOSED ORDINANCE TO INITIATE FINGERPRINT  
VITAL INFORMATION IDENTIFICATION CARD SYSTEM  
TO PROTECT CHILDREN, ETC.**

Also a proposed ordinance to initiate a fingerprint vital information identification card system to be coordinated between the Chicago Police Department and City of Chicago educational facilities handling grades kindergarten through 12th in an effort to assist in the search for missing children.-  
-Referred to the Committee on Education.

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**Referred--PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONDUCT SIDEWALK SALE.**

Also a proposed order for issuance of the necessary permits to the East Side Chamber of Commerce, 3658 E. 106th Street, to conduct a sidewalk sale-"Old Fashion Days" on S. Ewing Avenue from E. 104th to E. 108th Streets, and on E. 106th Street from S. Avenue L to S. Avenue H for the period of July 18-19, 1984.--Referred to the Committee on Beautification and Recreation.

*Referred*--PROPOSED RESOLUTION TO NOTIFY PARENTS OR  
LEGAL GUARDIANS OF ABSENT SCHOOL CHILDREN, ETC.

Also a proposed resolution requiring educational facilities for children in grades kindergarten through 8th grade to attempt to contact parents or legal guardians of children absent from school without parent or legal guardian notice, and also urging said schools to research incoming students without prior student records to determine whether or not those children are possible victims of parental or stranger abductions.--*Referred to the Committee on Education.*

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Presented by

ALDERMAN HUELS (11th Ward):

Drafting of Ordinance Directed for Vacation of Specified  
Public Alleys.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all the remaining alleys in the area bounded by vacated W. 32nd Street, W. 32nd Place, S. Ashland Avenue, and a line 298.5 feet, more or less, east of the east line of S. Ashland Avenue for Chicago Terminal Company (No. 32-11-84-886); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Huels the foregoing proposed order was *Passed*.

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*Referred*--PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONDUCT CARNIVAL ON PORTION OF W. 45TH ST.

Also a proposed order for the issuance of a permit to the Immaculate Heart of Mary Church, 4501 S. Ashland Avenue, to conduct a carnival on W. 45th Street from S. Ashland Avenue to S. Justine Street for the period of July 20-29, 1984.--*Referred to the Committee on Beautification and Recreation.*

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*Referred*--PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
INSTALL SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Outdoor Media, Inc. to install a sign/signboard at 2731 S. Quinn Street for general advertisers, various copy.--*Referred to the Committee on Zoning.*

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Presented by

ALDERMAN MADRZYK (13th Ward):

*Referred*--PROPOSED ORDER FOR ISSUANCE OF PERMITS  
TO CONDUCT CARNIVAL.

A proposed order for issuance of the necessary permits to St. Nicholas of Tolentine Church, 3741 W. 62nd Street, to conduct a carnival on private property and the alley adjacent to church property at W. 62nd Place and S. Lawndale Avenue for the period of August 23-26, 1984.--*Referred to the Committee on Beautification and Recreation.*

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*Referred*--PROPOSED ORDER TO CONSTRUCT CATCHBASIN  
IN PORTION OF S. CENTRAL PARK AV.

Also a proposed order to construct a catchbasin in an appropriate location in S. Central Park Avenue between W. 63rd Street and W. Marquette Road.--*Referred to the Committee on Streets and Alleys.*

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Presented by

ALDERMAN BURKE (14th Ward):

**Congratulations Extended to Robert and Rose Crosse on Occasion  
of Their Golden Wedding Anniversary.**

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Robert Crosse celebrated their Golden Wedding Anniversary on June 23, 1984; and

WHEREAS, Robert Crosse was born on June 28, 1912, on the southwest side of Chicago and raised in St. Cecilia Parish; and

WHEREAS, Rose (Haas) Crosse was born on September 25, 1912, also on the southwest side of Chicago and was raised in St. Augustine Parish; and

WHEREAS, Robert and Rose met and were married in St. Augustine Church on June 23, 1934 by Reverend Charles Schlvetter, O.F.M., Pastor of St. Augustine's at the time; and

WHEREAS, Robert and Rose became the proud parents of five children, namely: Michael, Roberta, Kevin, Dennis and Kathleene; and

WHEREAS, Robert and Rose were blessed with eleven grandchildren and one great-grandson; and

WHEREAS, Robert and Rose's marriage was blessed at the 11:00 A.M. Mass at St. Gall Church on June 23, 1984 by the Reverend Dennis Ziomek; and

WHEREAS, The couple was joined by their family and 150 friends in celebrating their 50th Anniversary at the Custom Chateau; now, therefore,

*Be It Resolved*, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 9th day of July, 1984, do hereby extend congratulations to Mr. and Mrs. Robert Crosse on this auspicious occasion and wish them continuing good health and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. and Mrs. Robert Crosse.

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*.

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***Referred--*PROPOSED ORDINANCES TO AMEND CHAPTER 27,  
VARIOUS SECTIONS OF MUNICIPAL CODE CONCERNING  
PROTECTIVE SEATBELTS.**

Also two proposed ordinances to amend Chapter 27 by adding new sections therein to the Chicago Municipal Code concerning protective seatbelts, etc., which were *Referred to the Committee on Traffic Control and Safety*, as follows:

New Section 27-249.1--to prohibit the driving of a motor vehicle without the use of protective seatbelts and/or safety harnesses;

New Sections 27-268.1 and 27-268.2--to prohibit the riding in any motor vehicle without the use of protective seatbelts and/or safety harnesses, and establishing the penalty provisions for violations thereof.

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*Referred*--PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONDUCT SIDEWALK SALE AT SPECIFIED LOCATIONS.

Also a proposed order for issuance of the necessary permits to the Chicago Lawn Chamber of Commerce, 3209 W. 59th Street, to conduct a sidewalk sale on both sides of W. 63rd Street from S. Central Park to S. California Avenues, on S. Kedzie Avenue from W. 62nd to W. 64th Streets, on W. 63rd Street from S. Troy Street to the first alley north and south of W. 63rd Street, and on W. 63rd Street from S. Albany Avenue to the first alley north and south of W. 63rd Street for the period of July 19-21, 1984.--*Referred to the Committee on Beautification and Recreation.*

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**Presented by**

**ALDERMAN BRADY (15th Ward):**

*Referred*--PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
INSTALL SIGN/SIGNBOARD.

A proposed order for issuance of a sign permit to A. M. Carson Signs, Ltd. to install a sign/signboard at 5901 S. Western Avenue for B & W Oil Change.--*Referred to the Committee on Zoning.*

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**Presented by**

**ALDERMAN LANGFORD (16th Ward):**

**Buildings Declared Public Nuisance and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

5641 S. Wood Street	908 W. 57th Street
5727 S. Morgan Street	5740 S. Sangamon Street
5643 S. Paulina Street	627 W. 61st Street
625 W. 61st Street	605 W. 61st Street
6615 S. Perry Avenue	5919 S. Sangamon Street
6630 S. Yale Avenue	5742 S. Marshfield Avenue

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore

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

SECTION 1. The buildings at the following locations, to wit:

5641 S. Wood Street	908 W. 57th Street
5727 S. Morgan Street	5740 S. Sangamon Street
5643 S. Paulina Street	627 W. 61st Street
625 W. 61st Street	605 W. 61st Street
6615 S. Perry Avenue	5919 S. Sangamon Street
6630 S. Yale Avenue	5742 S. Marshfield Avenue

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.



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

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays*--None.

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

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Presented by

**ALDERMAN KELLAM (18th Ward):**

*Referred*--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK  
SALE ON PORTION OF S. KEDZIE AV.

A proposed order to grant permission to Raymond C. Martin/Honey Bee Card and Gift Shoppe, 8224 S. Kedzie Avenue, to conduct a sidewalk sale on both sides of S. Kedzie Avenue between W. 81st and W. 84th Streets for the period of July 26-28, 1984.--*Referred to the Committee on Beautification and Recreation.*

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Presented by

**ALDERMAN SHEAHAN (19th Ward):**

**Congratulations Extended to William Swanson on  
Occasion of His Retirement from  
Public Service.**

A proposed resolution reading as follows:

WHEREAS, William Swanson is retiring as a carpenter for the Chicago Public Library after over a quarter century of dedicated public service; and

WHEREAS, William Swanson, a resident of Chicago's great southwest side and a carpenter by profession, came to the City's Bureau of Engineering from the private sector before starting at the Public Library in 1960; and

WHEREAS, William Swanson represents Chicago's "I Will" spirit and the caliber of City employee of which the leaders of this great City are so justly proud; now, therefore,

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 9th day of July, 1984, A. D., do hereby offer our congratulations to William Swanson upon the occasion of his retirement as a valued public servant, as well as our best wishes to this outstanding citizen for much happiness and prosperity in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to William Swanson.

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*.

Presented by

**ALDERMAN KRYSTYNIAK (23rd Ward):**

*Referred*--PROPOSED ORDERS FOR INSTALLATION OF DRINKING  
FOUNTAINS AT SPECIFIED LOCATIONS.

Two proposed orders for the installation of drinking fountains, which were *Referred to the Committee on Finance*, as follows:

S. Kilbourn Avenue, on the east side of the 4900 block (Archer Park);

S. Komensky Avenue, on the west side of the 4800 block (Edwards School).

—  
*Referred*--PROPOSED ORDER FOR PAVING OF  
ALLEY BY SPECIAL ASSESSMENT.

Also a proposed order to institute the necessary proceedings for the paving with concrete, by special assessment, of the "T" alley bounded by S. Archer, S. Merrimac and S. Mobile Avenues.--*Referred to the Committee on Streets and Alleys*.

—  
*Referred*--PROPOSED ORDER FOR ISSUANCE OF PERMIT  
TO INSTALL SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to A. M. Carson Signs, Ltd. to install a sign/signboard at 5893 S. Archer Avenue for Luther's Bar-B-Q.--*Referred to the Committee on Zoning*.

—  
Presented by

**ALDERMAN MARZULLO (25th Ward):**

*Referred*--PROPOSED ORDER FOR ISSUANCE OF PERMITS TO  
CONDUCT SIDEWALK SALE ON PORTION OF  
W. CERMAK RD.

A proposed order for issuance of the necessary permits to the Cermak Road Chamber of Commerce, 2875 W. Cermak Road, to conduct a sidewalk sale on W. Cermak Road from S. Damen Avenue to S. Marshall Boulevard for the period of June 29-July 1, 1984.--*Referred to the Committee on Beautification and Recreation*.

—  
*Referred*--PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONDUCT CARNIVAL OR STREET FAIR.

Also a proposed order for the issuance of a permit to the Cermak Road Chamber of Commerce, c/o Juan Puente, 2875 W. Cermak Road, to conduct a carnival or street fair on S. Rockwell Street between W. 22nd and W. 23rd Streets and on W. 23rd Street from S. Rockwell Street to the railroad tracks for the period of July 13-22, 1984.--*Referred to the Committee on Beautification and Recreation*.

—  
Presented by

**ALDERMAN MARZULLO (25th Ward) and ALDERMAN ROTI (1st Ward):**

*Referred*--PROPOSED ORDER FOR PERMISSION TO CONDUCT  
STREET FAIR ON PORTION OF W. 19TH ST.

A proposed order to grant permission to the Eighteenth Street Development Corporation, 1900 S. Carpenter Street, to conduct a street fair on W. 19th Street between S. May and S. Sangamon Streets on Saturday, July 21, 1984.--*Referred to the Committee on Beautification and Recreation.*

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**Presented by**

**ALDERMAN NARDULLI (26th Ward):**

*Referred--***PROPOSED ORDERS FOR PERMISSION TO CONDUCT  
SIDEWALK SALES AT SPECIFIED LOCATIONS.**

Two proposed orders to grant permission to conduct sidewalk sales at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Chicago-Ashland Business Association, 1700 W. Chicago Avenue--to conduct a sidewalk sale on both sides of W. Chicago Avenue between N. Noble Street and N. Ashland Avenue and on both sides of N. Ashland Avenue between W. Superior Street and W. Augusta Boulevard for the period of July 12-14, 1984;

North-California Businessmen's Association, 2812 W. North Avenue--to conduct a sidewalk sale on both sides of W. North Avenue between N. California and N. Western Avenues for the period of July 19-22, 1984.

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**Presented by**

**ALDERMAN W. DAVIS (27th 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 16-foot public alley west of S. Racine Avenue in the block bounded by W. Jackson Boulevard, W. Gladys Avenue, S. Throop Street, and S. Racine Avenue for Chicago Title and Trust Company, as Trustee, Trust No. 1083877 (No. 17-27-84-913); 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 D. DAVIS (29th Ward):**

**Congratulations Extended to Ernest Monroe on Occasion of His  
Being Elected Vice-President of Hotel Employees  
and Restaurant Employees International Union.**

A proposed resolution reading as follows:

WHEREAS, Mr. Ernest Monroe, a longtime resident and community activist in the Austin Area; and

WHEREAS, Mr. Monroe was recently elected Vice-President of the Hotel Employees and Restaurant Employees International Union; and

WHEREAS, Mr. Monroe had exemplified the essence of citizenship through the leading of a productive life; now, therefore,

*Be It Resolved*, That we, the Honorable Mayor and the Members of the Chicago City Council in meeting this 9th day of July, 1984, do hereby extend and convey our congratulations to Mr. Ernest Monroe in recognition of his achievement; and

*Be It Further Resolved*, That a copy of this resolution be prepared and presented to Mr. Monroe for his chest of memories.

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

On motion of Alderman D. Davis the foregoing proposed resolution was *Adopted*.

---

*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMITS TO  
CONDUCT FESTIVAL AND SIDEWALK SALE ON PORTION OF  
W. MADISON ST.

Also a proposed order for the issuance of the necessary permits to the Westside Business Improvement Association, Inc., 4 N. Cicero Avenue, to conduct a festival and sidewalk sale on W. Madison Street from Cicero Avenue to Austin Boulevard on Saturday, July 28, 1984.--*Referred to the Committee on Beautification and Recreation*.

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**Presented by**

**ALDERMAN D. DAVIS (29th Ward) and OTHERS:**

*Referred--*PROPOSED RESOLUTION TO EXTEND SUPPORT TO BLACK  
AND HISPANIC COMMUNITIES, ETC.

A proposed resolution, presented by Aldermen D. Davis, Hutchinson, Streeter, W. Davis, Smith, Rush, Evans and Tillman, to extend support to the Black and Hispanic communities and to recognize their legitimate concerns and desires for fair and political representation.

Alderman D. Davis moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Lost* by yeas and nays as follows:

*Yeas--*Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Santiago, Frost, Natarus, Oberman, Volini, Orr--22.

*Nays--*Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--27.

Thereupon, said proposed resolution was *Referred to the Committee on Committees and Rules*.

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**Presented by**

**ALDERMAN SANTIAGO (31st Ward):**

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
SIDEWALK SALE ON PORTION OF W. NORTH AV.

A proposed order to grant permission to the Pulaski-North Merchants Association, 4047 W. North Avenue, to conduct a sidewalk sale on both sides of W. North Avenue between N. Kostner and N. Central Park Avenues for the period of July 26-28, 1984.--*Referred to the Committee on Beautification and Recreation.*

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*Referred--*PROPOSED RESOLUTION TO ASSIGN PRIORITY TO HIGH  
CRIME AREAS IN REFERENCE TO CERTAIN LIGHTING PROGRAMS.

Also a proposed resolution urging the Department of Streets and Sanitation to give priority to areas with the highest crime rates in repair or replacement of street and alley lighting to assure said areas a better opportunity of crime prevention.--*Referred to the Committee on Streets and Alleys.*

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**Presented by**

**ALDERMAN GABINSKI (32nd Ward):**

*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONDUCT CARNIVAL OR STREET FAIR.

A proposed order for issuance of a permit to Westtown Concerned Citizens Coalition, 2748 W. North Avenue, to conduct a carnival or street fair on W. Potomac Avenue between N. Oakley Boulevard and N. Western Avenue, on N. Claremont Avenue between W. Hirsch Street and W. Potomac Avenue, and on N. Oakley Boulevard between W. Potomac Avenue and W. Division Street on Saturday, August 18, 1984.--*Referred to the Committee on Beautification and Recreation.*

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*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
SIDEWALK SALE ON PORTION OF N. MILWAUKEE AV.

Also a proposed order to grant permission to the Greater Milwaukee Avenue Chamber of Commerce, 1200 N. Ashland Avenue, to conduct a sidewalk sale on both sides of N. Milwaukee Avenue between W. Division and W. Caton Streets for the period of August 2-4, 1984.--*Referred to the Committee on Beautification and Recreation.*

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**Presented by**

**ALDERMAN MELL (33rd Ward):**

*Referred--*PROPOSED ORDERS FOR PERMISSION TO CONDUCT  
SIDEWALK SALES AT SPECIFIED LOCATIONS.

Two proposed orders to grant permission to conduct sidewalk sales at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Abreu Shoe Store, 2100 N. Milwaukee Avenue--to conduct a sidewalk sale for the period of July 6-8, 1984;

Armitage Boutique/Mr. Ortega, 2439 W. Armitage Avenue--to conduct a sidewalk sale for the periods of July 12-15, July 19-22, July 26-29, August 2-5, August 9-12, August 16-19, and August 23-26, 1984.

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**Presented by**

**ALDERMAN BANKS (36th Ward):**

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
SIDEWALK SALE ON PORTION OF W. BELMONT AV.

A proposed order to grant permission to the Belmont-Oak Park Business Association, 6716 W. Belmont Avenue, to conduct a sidewalk sale on both sides of W. Belmont Avenue between N. Normandy and N. New England Avenues for the period of August 2-4, 1984.--*Referred to the Committee on Beautification and Recreation.*

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Presented by

ALDERMAN DAMATO (37th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Amco Corporation to use and occupy a portion of W. Walton Street adjacent to its property at 901 N. Kilpatrick Avenue for the purpose of employee parking.--*Referred to the Committee on Streets and Alleys.*

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*Referred--*PROPOSED RESOLUTION URGING RELEASE OF  
CERTAIN PERFORMANCE RATING DATA FOR  
CITY EMPLOYEES, ETC.

Also a proposed resolution memorializing the Commissioner of Personnel to release the most recent data of performance ratings for City employees to the Committee on Administration, Reorganization and Personnel, as well as such data over the past two years, to determine the impact of the firing of employees during the first six months of 1984 on current employees and supervisor ratings.--*Referred to the Committee on Administration, Reorganization and Personnel.*

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*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
INSTALL SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to A.M. Carson Signs, Ltd. to install a sign/signboard at 5400 W. North Avenue for B & W Oil Change.--*Referred to the Committee on Zoning.*

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Presented by

ALDERMAN LAURINO (39th Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK  
SALE AT SPECIFIED LOCATIONS.

A proposed order to grant permission to the Albany Park Chamber of Commerce, 3446 W. Lawrence Avenue, to conduct a sidewalk sale on both sides of W. Lawrence Avenue from the Chicago River to N. Elston Avenue, and on both sides of N. Kedzie Avenue, N. Elston Avenue and N. Pulaski Road between W. Montrose and W. Foster Avenues for the period of July 26-29, 1984.--*Referred to the Committee on Beautification and Recreation.*

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*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
CONSTRUCT AND MAINTAIN CANOPY.

Also a proposed order for the issuance of a permit to Shinkao Chin to construct, maintain and use

a canopy attached to the building or structure at 3804 W. Lawrence Avenue.--*Referred to the Committee on Streets and Alleys.*

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Presented by

ALDERMAN O'CONNOR (40th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 28 OF MUNICIPAL CODE CONCERNING PUBLIC PASSENGER VEHICLES.

A proposed ordinance to amend Chapter 28, Sections 28-4.1, 28-12, 28-24, 28-28, 28-29.1 and 28-30 of the Chicago Municipal Code setting forth additional requirements for the licensure and public liability coverage of public passenger vehicles, establishing additional qualification criteria for holders of public chauffeur licenses, etc.--*Referred to the Committee on Local Transportation.*

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*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO CONDUCT CARNIVAL OR STREET FAIR ON PORTION OF W. BERWYN AV.

Also a proposed order for the issuance of a permit to the Andersonville Chamber of Commerce, 5247 N. Clark Street to conduct a carnival or street fair on W. Berwyn Avenue from N. Clark Street to N. Ashland Avenue on Saturday, June 30, 1984.--*Referred to the Committee on Beautification and Recreation.*

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Presented by

ALDERMAN PUCINSKI (41st Ward):

*Referred--*PROPOSED ORDINANCE TO APPROVE PLAT OF DEDICATION FOR PORTION OF W. CATHERINE AV.

A proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions to approve a plat of dedication of the south 33 feet of W. Catherine Avenue near N. Delphia Avenue for Parkway Bank and Trust Company under trust 2816.--*Referred to the Committee on Streets and Alleys.*

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Presented by

ALDERMAN NATARUS (42nd Ward):

Authority Granted for Permission to Conduct Sidewalk Sale  
on Portion of N. LaSalle Street.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Linda Herestela/Cooks Mart, 609 N. LaSalle Street, for the conduct of a sidewalk sale for the period of July 26 through July 29, 1984, from 8:00 A.M. to 8:00 P.M.

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

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

*Yeas--*Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays--*None.

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

—  
*Referred--*PROPOSED ORDINANCE FOR GRANT OF  
PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Centrum Properties, Inc. to maintain and use existing vaulted space under N. State and E. Chestnut Streets, adjacent to 1 E. Chestnut Street.--*Referred to the Committee on Streets and Alleys.*

—  
*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION  
OF SPECIFIED STREETS TO CONDUCT ANNUAL  
WATER TOWER BALL.

Also a proposed order to grant permission to Mary Cameron Frey/Water Tower Foundation, Arnold Morton as Chairman/Chicago Convention and Tourism Bureau, Inc., and McCormick Place-on-the-Lake to close to traffic Little Michigan Avenue between E. Chicago Avenue and E. Pearson Street, and E. Pearson Street between N. Michigan and Little Michigan Avenues for the period of October 6-7, 1984 to conduct the Annual Water Tower Ball.--*Referred to the Committee on Beautification and Recreation.*

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*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT  
TO MAINTAIN EXISTING CANOPY.

Also a proposed order for the issuance of a permit to American National Bank and Trust Company, under trust 42541, to maintain and use an existing canopy attached to the building or structure at 1030 N. Dearborn Street.--*Referred to the Committee on Streets and Alleys.*

—  
*Referred--*PROPOSED ORDER TO CONSTRUCT CURB-ATTACHED  
SIDEWALKS ON PORTION OF W. WEED ST.

Also a proposed order to construct curb-attached sidewalks on the north side of W. Weed Street from the intersection of N. Halsted Street and N. Clybourn Avenue to the existing alley approximately 163 feet west.--*Referred to the Committee on Streets and Alleys.*

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**Presented by**

**ALDERMAN OBERMAN (43rd Ward):**

*Referred--*PROPOSED ORDINANCE FOR GRANT OF  
PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to DePaul University to maintain and use, as now constructed, six conduits encased in concrete slab container under and across N. Clifton Avenue near Belden Avenue, etc. which contain telephone lines and closed circuit television cables.--*Referred to the Committee on Streets and Alleys.*



*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT ANNUAL  
BASTILLE DAY STREET FAIR ON PORTION  
OF W. DICKENS AV.

Also a proposed order to grant permission to Maureen Schulman, 2100 N. Halsted Street, to conduct the Annual Bastille Day Street Fair on W. Dickens Avenue between N. Halsted Street and the first alley west thereof on Saturday, July 14, 1984.--*Referred to the Committee on Beautification and Recreation.*

*Referred--*PROPOSED ORDERS FOR ISSUANCE OF PERMITS TO  
MAINTAIN EXISTING CANOPIES.

Also two proposed orders for the issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Aetna Bank, under trust 10-1946--to maintain and use an existing canopy at 2433 N. Lincoln Avenue;

The Store, Inc.--to maintain and use an existing canopy at 2002 N. Halsted Street.

**Presented by**

**ALDERMAN OBERMAN (43rd Ward) and ALDERMAN HANSEN (44th Ward):**

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK  
SALE ON PORTION OF W. DIVERSEY AV.

A proposed order to grant permission to the Diversey Avenue Merchants, 652 W. Diversey Avenue, to conduct a sidewalk sale on both sides of W. Diversey Avenue in the 400, 500, 600 and 700 blocks for the period of August 2-5, 1984.--*Referred to the Committee on Beautification and Recreation.*

**Presented by**

**ALDERMAN OBERMAN (43rd Ward) and ALDERMAN McLAUGHLIN (45th Ward):**

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF  
MUNICIPAL CODE CONCERNING CHANGE OF USE IN  
NON-CONFORMING BUILDINGS.

A proposed ordinance to amend Chapter 194A of the Chicago Municipal Code, a/k/a the Chicago Zoning Ordinance, Subsection 6.4-7, establishing additional standards in reference to the change of use in non-conforming buildings.--*Referred to the Committee on Zoning.*

**Presented by**

**ALDERMAN OBERMAN (43rd Ward) and OTHERS:**

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 147 OF MUNICIPAL  
CODE CONCERNING REQUIRED WARNING SIGNS IN PLACES  
SELLING LIQUOR.

A proposed ordinance, presented by Aldermen Oberman, Huels, Hansen, Roti, Natarus, Orr and Volini, to amend Chapter 147 of the Chicago Municipal Code by adding a new section to be known as Section 147-14.1 which would require display of warning signs stating penalty provisions for minors purchasing alcoholic liquor in places selling same.--*Referred to the Committee on License.*

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 147 OF MUNICIPAL  
CODE CONCERNING REPORTING OF VIOLATIONS OF  
LIQUOR PURCHASE.

Also a proposed ordinance, presented by Aldermen Oberman, Huels, Hansen, Natarus, Orr and Volini, to amend Chapter 147 of the Chicago Municipal Code by adding a new section to be known as Section 147-14.2 requiring law enforcement officers to report violations of purchase of liquor to the Local Liquor Control Commissioner, etc.--*Referred to the Committee on License.*

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 147,  
SECTION 147-17 OF MUNICIPAL CODE INCREASING  
PENALTY FINE.

Also a proposed ordinance, presented by Aldermen Oberman, Huels, Hansen, Natarus, Orr and Volini, to amend Chapter 147, Section 147-17 of the Chicago Municipal Code increasing the penalty fine for violations of Chapter 147 from two hundred dollars to five hundred dollars.--*Referred to the Committee on License.*

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 147 OF  
MUNICIPAL CODE CONCERNING TYPE OF LICENSE REQUIRED  
FOR CERTAIN SALE OF LIQUOR.

Also a proposed ordinance, presented by Aldermen Oberman, Hansen, Natarus, Orbach, Orr, Volini and Pucinski, to amend Chapter 147 of the Chicago Municipal Code by adding a new section to be known as Section 147-2.(a) which would require a separate city retailer's license for the sale of alcoholic liquor to be consumed on the premises of any unenclosed or partially enclosed area on the property or adjacent to the property of an existing licensed location, etc.--*Referred to the Committee on License.*

Presented by

ALDERMAN HANSEN (44th Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT  
ART FAIR ON PORTION OF BROADWAY.

A proposed order to grant permission to the Lakeview East Development Corporation, 3201 N. Broadway, to conduct the Broadway Art Fair on both sides of N. Broadway between W. Cornelia and W. Diversey Avenues for the period of August 17-19, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF  
MUNICIPAL CODE CONCERNING FORTIFICATION OF NEW  
STATE REQUIREMENT FOR CHILD RESTRAINT  
SYSTEMS IN MOTOR VEHICLES.

A proposed ordinance to amend Chapter 27 of the Chicago Municipal Code to fortify the new Illinois requirement of child restraint systems in motor vehicles.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN ORBACH (46th Ward):

**Congratulations Extended to Alderman Gerald M. McLaughlin and  
Mary Juric for Their Act of Heroism in Lake Michigan Rescue.**

A proposed resolution reading as follows:

WHEREAS, Alderman Gerald M. McLaughlin (45th Ward) has displayed uncommon courage in helping in a heroic rescue of three fishermen whose boat had capsized in Lake Michigan near Belmont Harbor; and

WHEREAS, Responding to a distress call ahead of the Coast Guard, the McLaughlins were guests on a passing boat, and upon seeing the distressed craft and its passengers, Alderman McLaughlin and Mary Juric, who is director of emergency nursing at the University of Chicago Hospitals, jumped into the water at the peril of their own lives and without regard to their own safety, and helped pull the three victims from the water, one of whom was injured and could not swim; and

WHEREAS, As it turned out, the injured fisherman, Timothy Bolin, is a resident of Chicago's great 45th Ward, is therefore a constituent of Alderman McLaughlin, and is now recovering from the unfortunate accident; now, therefore,

*Be It Resolved*, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered here this 9th day of July, 1984, A.D., do hereby offer our heartiest congratulations and gratitude to our colleague, Alderman Gerald M. McLaughlin, and to Mary Juric, director of emergency nursing at the U. of C. Hospitals, on their outstanding act of bravery; we salute them for their quick response in an emergency situation, and we note that their act of courage will be a legend in the hearts and minds of the people of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Alderman Gerald M. McLaughlin and to Ms. Mary Juric of the U. of C. Hospitals.

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

On motion of Alderman Orbach the foregoing proposed resolution was *Adopted*.

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**Referred--PROPOSED ORDINANCE TO AMEND CHAPTERS 185 AND  
200.1 OF MUNICIPAL CODE EXEMPTING CONDOMINIUMS  
FROM NEW TRANSACTION RESTRICTIONS.**

Also a proposed ordinance to amend Chapter 185, Section 185-46.3, and Chapter 200.1, Section 200.1-2B, of the Chicago Municipal Code to exempt condominium residences from the new transaction restrictions.--*Referred to the Committee on Finance*.

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**Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.**

Also a proposed ordinance to grant permission and authority to Red Top Parking, Inc. to occupy three thousand three hundred fifty-eight square feet of space in the parkway on the northerly side of W. Waveland Avenue between N. Sheffield Avenue and the north-south public alley, etc. for parking facilities.--*Referred to the Committee on Streets and Alleys*.

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**Referred--PROPOSED ORDER FOR ISSUANCE OF PERMITS TO  
HOLD SPECIFIED PICNIC.**

Also a proposed order for issuance of the necessary permits to the Los Angeles Booster Cub Fans to hold a picnic on the south side of W. Waveland Avenue from 917 to 951 for the period of July 12-15, 1984.--*Referred to the Committee on Beautification and Recreation*.

*Referred--*PROPOSED ORDER FOR INSTALLATION OF BUS  
PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

Also a proposed order to memorialize the Chicago Transit Authority to install bus passenger shelters in front of 4101 and 4242 N. Sheridan Road.--*Referred to the Committee on Local Transportation.*

*Referred--*PROPOSED ORDER FOR ISSUANCE OF PERMIT TO  
MAINTAIN EXISTING CANOPY.

Also a proposed order for the issuance of a permit to 3500 Lake Shore Drive Cooperative, Inc. to maintain and use an existing canopy attached to the building or structure at 3500 N. Lake Shore Drive.--*Referred to the Committee on Streets and Alleys.*

**Presented by**

**ALDERMAN SCHULTER (47th Ward):**

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Saint Andrews, Catholic Bishop of Chicago, to install, maintain and use a telephone line and supporting cable over N. Paulina Street adjacent to the property at 1658 W. Addison Street for the purpose of connecting the annex building to the gymnasium.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER TO CONSTRUCT PERMANENT  
BARRICADE ON PORTION OF N. DAMEN AV.

Also a proposed order to construct a permanent barricade alongside 3342 N. Damen Avenue.--*Referred to the Committee on Streets and Alleys.*

**Presented by**

**ALDERMAN VOLINI (48th Ward):**

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 147  
OF MUNICIPAL CODE PERMITTING SALE OF LIQUOR  
FOR CONSUMPTION ON PREMISES OF CERTAIN  
RESTAURANTS.

A proposed ordinance to amend Chapter 147, Section 147.9-1, of the Chicago Municipal Code to permit the sale of liquor for consumption on the premises of certain restaurants.--*Referred to the Committee on License.*

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to the Combined Insurance Company of America to maintain and use a low voltage communication cable to be connected to the existing main building at 5050 N. Broadway and the parking facility at 5051 N. Broadway at the fourth floor level.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDERS FOR ISSUANCE OF PERMITS  
TO CONDUCT CARNIVALS.

Also two proposed orders for issuance of permits to conduct carnivals, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Uptown Chamber of Commerce, c/o Jane Mostyn, 4753 N. Broadway--to conduct a carnival on W. Winona Avenue between N. Sheridan Road and N. Kenmore Avenue for the period of August 1-5, 1984;

Uptown Chicago Commission, c/o Bill Hersh, 4753 N. Broadway--to conduct a carnival on W. Winona Avenue between N. Sheridan Road and N. Kenmore Avenue for the period of July 18-22, 1984.

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**Presented by**

**ALDERMAN VOLINI (48th Ward) and ALDERMAN HUMES (8th Ward):**

*Referred--***PROPOSED RESOLUTION TO HOLD HEARINGS ON  
TEMPORARY UNIT PRICING EXEMPTIONS ALLOWED TO  
CERTAIN RETAIL ESTABLISHMENTS.**

A proposed resolution to hold public hearings for the purpose of receiving statements from concerned citizens and representatives of retail establishments presently exempted under the "Alternative Price Notification System" ordinance on the effect of the temporary exemption.--*Referred to a Special Joint Committee composed of the members of the Committee on Human Rights and Consumer Protection and the members of the Committee on Aging and Disabled.*

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**Presented by**

**ALDERMAN ORR (49th Ward):**

**Tribute to Late Tobey Prinz.**

A proposed resolution reading as follows:

WHEREAS, The community of Rogers Park and the City of Chicago recently lost a true fighter for human justice and dignity, Mrs. Tobey Prinz; and

WHEREAS, Tobey Prinz contributed to the development of hundreds of school children in our City as a public school physical education instructor and served as a shining example to a younger generation of activists; and

WHEREAS, Tobey left a permanent positive imprint on her community as a founding member of the Rogers Park Community Council and by leading the fight to preserve the north side lakefront for the enjoyment of all residents of the City; and

WHEREAS, Tobey was a leader among her fellow teachers, a charter member of the Chicago Teachers Union, and a tireless supporter of increased educational opportunities, proving by her actions that teachers deserve a strong voice in the operation of our educational system; and

WHEREAS, Tobey was founder and co-chair of the Rogers Park Tenants Committee and one of the best known spokespersons for tenants rights in Chicago, proving by her actions that tenants should be allowed to play a positive and forceful role in the preservation of Chicago neighborhoods; and

WHEREAS, Tobey was on the forefront of virtually every movement for human rights, peace, and justice over the last fifty years, and she assembled a record of accomplishment and a reputation for integrity that will guide many of us in our own efforts for years to come; and

WHEREAS, Tobey's personal warmth and genuine caring shone forth in her involvement with people of all ages, races, creeds, and colors, and Tobey will live on in the hearts of people all across our fair City; now, therefore,

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 9th day of July, 1984 do hereby express our deep sense of loss on the passing of Tobey Prinz and extend our deepest sympathy to her family; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to the family of Tobey Prinz as a permanent remembrance of the affection of the citizens of the City of Chicago.

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*, by a rising vote.

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Presented by

ALDERMAN ORR (49th Ward) and ALDERMAN VOLINI (48th Ward):

*Referred*--PROPOSED RESOLUTION URGING ENDORSEMENT OF  
U.S. COMMISSION ON WARTIME RELOCATION AND  
INTERMENT OF CIVILIANS  
RECOMMENDATIONS, ETC.

A proposed resolution urging the endorsement of the findings and recommendations of the United States Commission on Wartime Relocation and Internment of Civilians and also urging the United States Congress to enact H.R. 4110 and S. 2116 in order to carry out such recommendations, etc.--*Referred to the Committee on Intergovernmental Relations*

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Presented by

ALDERMAN STONE (50th Ward):

*Referred*--PROPOSED ORDERS FOR PERMISSION TO  
CONDUCT SIDEWALK SALES.

Two proposed orders to grant permission to conduct sidewalk sales at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Devon Northtown Business Association, 2400 W. Devon Avenue--to conduct a sidewalk sale on both sides of W. Devon Avenue between N. Mozart Street and N. Western Avenue for the period of August 9-11, 1984;

Northtown Chamber of Commerce--to conduct a sidewalk sale on both sides of W. Devon Avenue between N. Kedzie and N. Damen Avenues for the period of July 19-21, 1984.

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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 SHEAHAN (19th Ward):

Elim Baptist Church--for an addition to the church and remodeling of existing building on the premises known as 10835 S. Pulaski Road.

BY ALDERMAN MARZULLO (25th Ward):

Schwab Rehabilitation Center--for remodeling the 2-South Nursing Unit on the premises known as 1401 S. California Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital--for renovating the Carriage House (7th floor and garage area) on the premises known as 215 E. Chicago Avenue.

Northwestern Memorial Hospital--for remodeling the Passavant Pavilion in the Offield Auditorium and Barker Classroom on the premises known as 303 E. Superior Street.

BY ALDERMAN OBERMAN (43rd Ward):

Saint Joseph Hospital--for remodeling 11th floor nursing station on the premises known as 2900 N. Lake Shore Drive.

*License Fee Exemptions:*

BY ALDERMAN ROTI (1st Ward):

Duncan Y.M.C.A. Child Development Center, 1001 W. Roosevelt Road.

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Union Church Day Care Center, 5600 S. Woodlawn Avenue.

Hyde Park Unitarian Cooperative School, 5650 S. Woodlawn Avenue.

Silvain and Arma Wyler Children's Hospital, 5825 S. Maryland Avenue.

University of Chicago Medical Center, 5841 S. Maryland Avenue.

BY ALDERMAN STREETER (17th Ward):

Zion Hill Child Development Center, 1460 W. 78th Street.

BY ALDERMAN W. DAVIS (27th Ward):

Lutheran Family Mission Day Care Center, 855 N. Monticello Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

St. Vincent De Paul Day Care Center, 2145 N. Halsted Street.

BY ALDERMAN HANSEN (44th Ward):

The Mary Meyer School/Day Care Center, 2817 N. Pine Grove Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN ROTI (1st Ward):

Field Museum, 1200 S. Lake Shore Drive--elevator inspection.

BY ALDERMAN BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center--institutional inspections.

St. Mary's Living Center of Chicago Inc., 7270 S. South Shore Drive--boiler, fuel burning equipment and unfired pressure vessel, building, driveway and refrigeration inspections (5).

Vivekananda Vedanta Society, 5419 S. Hyde Park Boulevard--boiler and fuel burning equipment and building inspections (2).

BY ALDERMAN HUELS (11th Ward):

Anna Kansler, 3321 S. Emerald Avenue--building inspection.

Guardian Angel Day Nursery, 4600 S. McDowell Avenue--elevator inspection.

Peter and Pauline Cichett, 3121 S. Shields Avenue--building inspection.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Heart of Mercy Home, 2916 W. 47th Street--building inspection.

BY ALDERMAN SHEAHAN (19th Ward):

Washington and Jane Smith Home, 2340 W. 113th Place--institutional inspection.

BY ALDERMAN MARZULLO (25th Ward):

Schwab Rehabilitation Center, 1401 S. California Avenue--elevator and fire alarm box inspections (2).

BY ALDERMAN NARDULLI (26th Ward):

St. Mary's Hospital, 2233 W. Division Street--fire alarm box inspections.

BY ALDERMAN GABINSKI (32nd Ward):

St. Elizabeth Hospital, 1431 N. Claremont Avenue--building inspection.

BY ALDERMAN MELL (33rd Ward):

Ulich Children's Home, sundry locations--building inspections.

BY ALDERMAN DAMATO (37th Ward):

Saint Anne's Hospital, 4950 W. Thomas Street--institutional inspections.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, sundry locations--building inspections.

Resurrection Hospital, 7435 W. Talcott Avenue--fire inspection.

BY ALDERMAN NATARUS (42nd Ward):

Illinois College of Podiatric Medicine, 1001 N. Dearborn Street--parking sign and surcharge inspections.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital, 2930 N. Lake Shore Drive--elevator inspection.

BY ALDERMAN McLAUGHLIN (45th Ward):

Mrs. June Frase, 4337 N. Kedvale Avenue--driveway inspection.

BY ALDERMAN ORBACH (46th Ward):

Louis Weiss Memorial Hospital, 4600 N. Clarendon Avenue--boiler/fuel burning equipment and unfired pressure vessel inspections.



Mary Bartelme Home, 4633 N. Dover Street--institutional inspection.

Thorek Hospital and Medical Center, 850 W. Irving Park Road--building inspection.

BY ALDERMAN VOLINI (48th Ward):

Alton M. Broton, 815 W. Gunnison Street--institutional inspection.

Charles Lohfeld, 908 W. Argyle Street--institutional inspection.

*Water Rate Exemption:*

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old Peoples Home, 6016 N. Nina Avenue.

*Refund of Fee:*

BY ALDERMAN NATARUS (42nd Ward):

Fourth Presbyterian Church Day Care Center, 126 E. Chestnut Street--Refund of License Fee for 1983-84 in the amount of \$75.00.

*Cancellation of Permit Fee:*

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, 5801 S. Ellis Avenue.

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#### APPROVAL OF JOURNAL OF PROCEEDINGS.

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##### Journal (May 9, 1984).

Alderman McLaughlin moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, May 9, 1984, as follows:

Page 6511--by deleting lines four and five from the bottom of the page and inserting the following language in lieu thereof;

"SECTION 1. The Dearborn Street Facade of the structure known as the Oliver Building, located on the property described as:"

The motion *Prevailed*.

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##### Journal (June 20, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 20, 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*.

## UNFINISHED BUSINESS.

### Authority Granted for Issuance of 1984 Chicago-O'Hare International Airport General Airport Revenue Bonds.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of June 20, 1984, pages 7749, 7755-7796, recommending that the City Council pass a proposed ordinance authorizing the issuance of 1984 Chicago-O'Hare International Airport General Airport Revenue Bonds.

Alderman Burke then moved to substitute an ordinance and relating documents pertaining to the said proposed ordinance. The motion *Prevailed*.

Alderman Pucinski then presented an amendment to the substitute which reads as follows:

"I move to amend the ordinance concerning the issuance of 1984 Chicago-O'Hare International General Airport Revenue Bonds by adding to Section 2.2(a) thereof the following italic language:

*Provided that the City Comptroller, Commissioner of the Department of Aviation and any other pertinent parties are hereby directed to expend no proceeds from the 1984 Chicago-O'Hare International Airport General Airport Revenue Bond issue or any other funds on construction or expansion of either Runway 27R or 9L or taxiways thereto."*

Alderman Beavers moved to Lay the Amendment on the Table. The motion *Lost* by yeas and nays as follows:

*Yeas*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Orr--18.

*Nays*--Aldermen Roti, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--30.

Thereupon, on motion of Alderman Pucinski the foregoing amendment was *Adopted* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Orr--18.

Alderman Burke next presented the following amendment to the substitute ordinance:

"I hereby move to amend an ordinance concerning the issuance of 1984 O'Hare International Airport Revenue Bonds by adding a new part E consisting of two sections in italics as follows:

#### PART E.

*SECTION 1. That the Mayor is authorized to propose an affirmative minority business policy in connection with the Project's materials and service needs, which policy shall become effective only upon adoption by the City Council.*

*SECTION 2. That all contracts for professional services or otherwise in an amount of Fifty Thousand Dollars (\$50,000) or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago."*

Alderman Evans moved to Lay the Amendment on the Table. The motion *Lost* by yeas and nays as follows:

*Yeas*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--21.

*Nays*--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--28.

Alderman Burke then moved to *Adopt* the foregoing amendment. The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Marzullo, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--26.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--21.

Thereupon, on motion of Alderman Burke the substitute ordinance was *Passed* as amended 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, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Stone--27.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--21.

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

[The ordinance authorizing the issuance of 1984 Chicago-O'Hare  
International Airport General Airport Revenue  
Bonds is printed on pages 8175 thru 8216  
of this Journal.]

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**Municipal Code of Chicago Amended by Addition of New  
Chapter 24, Entitled "Department of Cultural  
Affairs".**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of June 6, 1984, pages 6744-6746, recommending that the City Council pass a proposed ordinance amending the Municipal Code of Chicago by the addition of a new Chapter 24, entitled "Department of Cultural Affairs", as amended.

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

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

*Nays*--None.

The following is said ordinance as passed:

(Continued on page 8217)

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$300,000,000 AGGREGATE PRINCIPAL AMOUNT OF CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT REVENUE BONDS AND CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT SECOND LIEN REVENUE BONDS, AND DETERMINING CERTAIN MATTERS RELATED THERETO.

WHEREAS, the City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit under Section 6(a) of Article VII of the Constitution; and

WHEREAS, the City currently owns and operates an airport known as Chicago-O'Hare International Airport; and

WHEREAS, the City has heretofore issued and may hereafter issue its First Lien Bonds (as hereinafter defined) pursuant to the General Airport Revenue Bond Ordinance (as hereinafter defined) for the purposes described therein, and the City has determined to issue one or more series of 1984 First Lien Bonds (as hereinafter defined) pursuant to the General Airport Revenue Bond Ordinance and Part B of this ordinance for the purposes described in said Part B; and

WHEREAS, Section 705 of the General Airport Revenue Bond Ordinance permits the City to issue, from time to time, its Junior Lien Obligations (as defined in the General Airport Revenue Bond Ordinance), and the City has heretofore issued a Junior Lien Obligation evidenced by its Junior Lien Note (as hereinafter defined); and

WHEREAS, the City desires to provide for the issuance and/or security of additional Junior Lien Obligations on a parity with the Junior Lien Note, said Junior Lien Obligations being sometimes hereinafter called "Second Lien Obligations", and for such purpose it is necessary and desirable for the City to enter into the Master Indenture (as hereinafter defined); and

WHEREAS, the City has determined to issue Second Lien Obligations consisting of one or more series of 1984 Second Lien Bonds (as hereinafter defined) pursuant to the Master Indenture, a related Supplemental Indenture (as hereinafter defined) and Part C of this ordinance for the purposes described in said Part C; and

WHEREAS, with respect to each series of 1984 Second Lien Bonds, the City desires to enter into a 1984 Reimbursement Agreement (as hereinafter defined) with a Bank (as hereinafter defined) providing for the execution and delivery by the City of Second Lien Obligations consisting of 1984 Second Lien Bank Notes (as hereinafter defined) to evidence the City's obligations to the Bank thereunder and in consideration of the issuance by such Bank of a Letter of Credit (as hereinafter defined) as security for such series of 1984 Second Lien Bonds; and

WHEREAS, the City proposes to sell not to exceed \$300,000,000 in aggregate principal amount of 1984 First Lien Bonds and 1984 Second Lien Bonds (collectively the "1984 Airport Obligations") in the manner hereinafter authorized in one or more series; and

WHEREAS, there have been prepared and presented to this meeting of the City Council preliminary Official Statements (as hereinafter defined) relating to the initial series of 1984 Airport Obligations;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

#### PART A

This ordinance authorizes the issuance of not to exceed \$300,000,000 aggregate principal amount of 1984 Airport Obligations on or before July 1, 1985 as follows: (i) Part B hereof authorizes the issuance, from time to time, of 1984 First Lien Bonds in one or more series, in such principal amounts and with such terms and provisions as therein set forth; and (ii) Part C hereof authorizes the issuance, from time to time, of 1984 Second Lien Bonds in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the Master Indenture and the related Supplemental Indentures therein approved. Part C of this ordinance also authorizes, in connection with issuance of and as security for each series of 1984 Second Lien Bonds, the execution and delivery of a 1984 Reimbursement Agreement and 1984 Second Lien Bank Notes pursuant thereto.

The City Council hereby finds and determines as follows:

(a) that the airport expansion and improvements contemplated in the Airport Development Plan (as defined in

the General Airport Revenue Bond Ordinance) involve numerous expenditures over an extended period of time;

(b) that all of the Capital Projects (as herein-after defined) and other cost items to be financed through the expenditure of proceeds of the 1984 First Lien Bonds and 1984 Second Lien Bonds have been approved by this City Council as part of the Airport Development Plan or otherwise;

(c) that determinations with respect to the optimal timing and amounts of such expenditures for particular approved Capital Projects or purposes and with respect to the optimal allocation of such proceeds to particular Capital Projects and purposes should be based upon engineering and construction management judgments made from time to time;

(d) that the City's ability to issue 1984 First Lien Bonds and 1984 Second Lien Bonds from time to time on or before July 1, 1985 without further action by this City Council in separate series, at various times, in various principal amounts and with various interest rates, maturities, redemption provisions, and other terms will enhance the City's opportunities to obtain financing for Chicago-O'Hare International Airport, as needed, upon the most favorable terms available, whether in the form of short-term variable rate financing or in the form of long-term fixed rate financing; and

(e) that in order to provide the optimal allocations of proceeds of 1984 First Lien Bonds and 1984 Second Lien Bonds to particular Capital Projects and other cost

items according to the engineering and construction needs of Chicago-O'Hare International Airport and in order to provide continuing and adequate financing for the aforesaid purposes on the most favorable terms available, the delegations of authority to the Mayor, the City Comptroller, the Chairman of the Committee on Finance of the City Council and the other authorized officers of the City which are contained in this ordinance, including the authority to make the specific determinations described in clauses (c) and (d), above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations.

## PART B

### ARTICLE I

#### Authority and Definitions

Section 1.1. Authority. This Part B, sometimes herein called the Second Supplemental Ordinance, is a Supplemental Ordinance within the meaning of, and is adopted pursuant to, and in accordance with, the provisions of Section 1001(e) of the General Airport Revenue Bond Ordinance and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois.

#### Section 1.2. Definitions.

(a) Except as provided in this Section or in Section 1.3 of this Second Supplemental Ordinance, all defined terms contained in this Second Supplemental Ordinance shall have the same meanings, respectively, as such defined terms are given in the General Airport Revenue Bond Ordinance.



(b) As used in this Second Supplemental Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"1984 Capitalized Interest Account" means the 1984 Capitalized Interest Account established by Section 3.3 of this Second Supplemental Ordinance.

"Contract of Purchase" means a Contract of Purchase between the City and the Underwriters pursuant to which the City may sell and the Underwriters may purchase, from time to time, a Series of 1984 First Lien Bonds.

"First Lien Bonds" means any of the Bonds of the City authenticated and delivered under and pursuant to Article II of the General Airport Revenue Bond Ordinance.

"1984 First Lien Bonds" means, collectively, the several Series of Bonds authorized by Section 2.1 of this Second Supplemental Ordinance.

"First Supplemental Ordinance" means the ordinance adopted by the City Council of the City on March 31, 1983, entitled "First Supplemental Ordinance Authorizing the Issuance and Sale of Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and B".

"General Airport Revenue Bond Ordinance" means the ordinance adopted by the City Council of the City on March 31, 1983, entitled "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds".

"Junior Lien Note" means the Junior Lien Note as defined in Part C of this ordinance.

"Official Statement" means a preliminary or a final Official Statement of the City relating to a Series of 1984 First Lien Bonds.

"1984 Second Lien Bonds" means the 1984 Second Lien Bonds as defined in Part C of this ordinance.

"Second Supplemental Ordinance" means this Part B of this ordinance as originally adopted and as the same may from time to time be amended or supplemented.

"Underwriters" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Smith Barney, Harris Upham & Co. Incorporated and Drexel Burnham Lambert Incorporated, as representatives, and such other firms as may be named as underwriters in any Contract of Purchase.

Section 1.3. Interpretation. The interpretation of this Second Supplemental Ordinance, unless the context otherwise requires, shall be governed by the provisions of Section 103 of the General Airport Revenue Bond Ordinance except that in this Second Supplemental Ordinance (a) the terms "hereby", "hereof", "hereto", "hereunder", "herein" and any similar terms used herein refer to this Second Supplemental Ordinance, (b) the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Second Supplemental Ordinance, and (c) Articles and Sections mentioned herein by number only are the respective Articles and Sections of this Second Supplemental Ordinance.

## ARTICLE II

Authorization, Terms and Issuance of 1984 First  
Lien Bonds; Form of 1984 First Lien BondsSection 2.1. Authorization of Several Series of  
1984 First Lien Bonds, Maximum Principal Amount, Designation  
and Series.

(a) Several Series of 1984 First Lien Bonds are hereby authorized to be issued, from time to time, pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, the General Airport Revenue Bond Ordinance and this Second Supplemental Ordinance for the purposes specified in Section 2.2 of this Second Supplemental Ordinance. The maximum aggregate principal amount of 1984 First Lien Bonds which may be issued under this Second Supplemental Ordinance shall not exceed \$300,000,000, less the aggregate principal amount of 1984 Second Lien Bonds issued pursuant to Part C of this ordinance. The 1984 First Lien Bonds shall not be issued subsequent to July 1, 1985. The 1984 First Lien Bonds shall be entitled "Chicago-O'Hare International Airport General Airport Revenue Bonds" and may be issued in up to five separate Series, appropriately designated to indicate the order of their issuance.

(b) The 1984 First Lien Bonds of each Series shall mature not later than January 1, 2017. The 1984 First Lien Bonds of each Series shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the principal amount is paid or duly provided for, payable on January 1 and July 1 in each year at a rate or rates not in excess of 17% per annum,

computed on the basis of a 360-day year consisting of twelve 30-day months, provided that the aggregate Annual Debt Service due in any Bond Year with respect to all Series of 1984 First Lien Bonds shall not exceed \$51,500,000 (the "Aggregate Limit") and the Annual Debt Service due in any Bond Year with respect to any Series shall not exceed the product of (i) the Aggregate Limit multiplied by (ii) a fraction the numerator of which is the aggregate principal amount of such Series and the denominator of which is \$300,000,000.

Interest on each 1984 First Lien Bond shall be payable by check or draft mailed to the registered owner thereof at the address of such owner, appearing at the close of business on the 15th day of the calendar month next preceding such interest payment date, on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

(c) Subject to the limitations set forth in this Section and in accordance with the findings and determinations set forth in Part A of this ordinance, authority is hereby delegated to either the Mayor or the City Comptroller and the Chairman of the Committee on Finance of the City Council, acting jointly, to determine the aggregate principal amount of each Series of 1984 First Lien Bonds to be issued, the dates thereof, the maturities thereof, the provisions for optional redemption thereof, if any, the schedule of Sinking Fund Payments to be applied to the mandatory redemption thereof (which such mandatory redemptions shall be at a Redemption Price equal to the principal amount of each 1984 First Lien Bond to be redeemed, without premium), if any,

the rate or rates of interest payable thereon and the first interest payment date therefor.

Section 2.2. Purposes. Pursuant to Section 203 of the General Airport Revenue Bond Ordinance, each Series of 1984 First Lien Bonds may be issued for one or more of the following purposes:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of the designing, constructing and equipping of the Capital Projects described in the Airport Development Plan;

Provided, that the City Comptroller, Commissioner of the Department of Aviation and any other pertinent parties are hereby directed to expend no proceeds from the 1984 Chicago-O'Hare International Airport General Airport Revenue bond issue or any other funds on construction or expansion of either Runway 27R or 9L or taxiways thereto.

(b) the payment, or the reimbursement for the payment, of all or a portion of the costs of the designing, constructing and equipping of the Capital Project known as the "Fueling System Project" which is not currently described in the Airport Development Plan. The Fueling System Project consists of two independent fueling systems cross connected to provide added fueling capabilities and an expansion of the existing fuel tank farm that will provide additional primary pumping facilities through the existing piping system to a new super satellite servicing Concourses E, F, G, H and K, the relocated Truck Fill Stand, the proposed International Terminal and the new Air Cargo Area;

(c) the payment, or the reimbursement for the payment, of all or a portion of the costs of the following Capital Projects which are not described in the Airport Development Plan:

1. FAA-required taxiway centerline lighting pursuant to §8.02 of the Airport Use Agreements.
2. Tenant improvements pursuant to §9.12 of the Airport Use Agreements.
3. Relocation costs of certain airlines pursuant to §9.13 of the Airport Use Agreements.

(d) the payment, or the reimbursement for the payment, of the costs of architectural and engineering management and supervisory consulting services;

(e) the deposit of moneys in the Debt Service Reserve Fund and the 1984 Capitalized Interest Account;

(f) the payment of Costs of Issuance of such Series of 1984 First Lien Bonds;

(g) the funding of the Operation and Maintenance Reserve Fund; and

(h) the funding of the Junior Lien Obligation Debt Service Fund for the purpose of prepaying, in whole or in part, the Junior Lien Note.

Section 2.3. Denominations, Numbers and Additional Designation. Each 1984 First Lien Bond shall be issued in fully registered form without coupons in the denomination of \$5,000, or any integral multiple thereof. The 1984 First Lien Bonds of each Series shall be numbered consecutively from one upwards in order of issuance and shall bear such additional letter or number Series designation as may be determined by Authorized Officers of the City prior to the authentication and delivery of such Series.

Section 2.4. Form of 1984 First Lien Bonds and Certificate of Authentication. Subject to the provisions of the General Airport Revenue Bond Ordinance, each 1984 First Lien Bond, the form of assignment thereof and the Certificate of Authentication thereon shall be in substantially the following forms, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by this Second Supplemental Ordinance or by the General Airport Revenue Bond Ordinance:

[FORM OF BOND]

[FORM OF FACE OF BOND]

Registered

Registered

CITY OF CHICAGO  
CHICAGO-O'HARE INTERNATIONAL AIRPORT  
GENERAL AIRPORT REVENUE BOND,  
198\_\_ SERIES \_\_\_\_

\_\_\_\_% [Maturity Date]      [Dated Date] CUSIP \_\_\_\_\_

The CITY OF CHICAGO (hereinafter sometimes called the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay, from the sources and in the manner hereinafter provided, to \_\_\_\_\_ or registered assigns, the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_), on the maturity date specified above unless redeemed prior thereto as hereinafter provided, and to pay the registered owner hereof interest thereon from the date hereof, or from the most recent date to which interest has been paid or duly provided for, to the date of maturity or earlier redemption of this Bond, at the interest rate per annum specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on \_\_\_\_\_ 1, 198\_\_ and semi-annually thereafter on each January 1 and July 1 until the City's obligation with respect to the payment of such principal sum shall be discharged.

Interest on this Bond is payable by check or draft mailed to the registered owner hereof at the address of such owner, appearing at the close of business on the 15th day of the calendar month next preceding such interest payment

date, on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee hereinafter mentioned. Principal of, and any premium on, this Bond are payable only upon presentation and surrender hereof at the principal corporate trust office of the Trustee. All such payments shall be made in lawful money of the United States of America.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Chicago-O'Hare International Airport General Airport Revenue Bonds" (herein called the "Bonds"), issued and to be issued in various series under and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and the ordinance adopted by the City Council of the City on March 31, 1983, entitled "An Ordinance Authorizing The Issuance By The City of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds" (herein called the "Bond Ordinance") and the supplemental ordinances authorizing the issuance of such series.

The Bonds are limited obligations of the City payable solely from Revenues (as such term is defined in the Bond Ordinance) derived by the City from the use and operation of Chicago-O'Hare International Airport and certain other moneys and securities held by the Trustee and are entitled to the pledge under the Bond Ordinance of all Revenues and all moneys and securities held or set aside or to be held or set aside pursuant to the Bond Ordinance, subject only to the provisions of the Bond Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth therein. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal and redemption premium, if any, of, and interest on, the Bonds.

As provided in the Bond Ordinance, Bonds may be issued from time to time pursuant to supplemental ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Ordinance. The aggregate principal amount of Bonds which may be issued pursuant to the Bond Ordinance is not limited and all Bonds issued and to be issued pursuant to the Bond Ordinance are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Bond Ordinance.

This Bond is one of a series of Bonds designated "198\_\_ Series \_\_ Bonds" (herein called the "198\_\_ Series \_\_ Bonds"), issued in the aggregate principal amount of \$\_\_\_\_\_ pursuant to the Bond Ordinance and the supplemental ordinance of the City which comprises Part B, and to the extent applicable Parts A and D, of an ordinance of the City adopted on \_\_\_\_\_, 1984, entitled "An Ordinance Authorizing The Issuance Of Not To Exceed \$300,000,000 Aggregate Principal Amount Of Chicago-O'Hare International Airport General Airport Revenue Bonds And Chicago-O'Hare



International Airport General Airport Second Lien Revenue Bonds, and Determining Certain Matters Related Thereto" (said Bond Ordinance and supplemental ordinance being herein collectively called the "Ordinances"), for purposes authorized by the Bond Ordinance. Copies of the Ordinances are on file at the office of the City Clerk and at the principal corporate trust office of Harris Trust and Savings Bank in the City of Chicago, State of Illinois, as trustee under the Bond Ordinance or its successor as trustee (herein called the "Trustee") and reference to the Ordinances and any and all supplemental ordinances thereto and modifications and amendments thereof is made for a description of the pledges and covenants securing the 198\_\_ Series \_\_ Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 198\_\_ Series \_\_ Bonds with respect thereto and the terms and conditions upon which Bonds are issued and may be issued thereunder.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the constitution and statutes of the State of Illinois and the Ordinances to exist, to have happened and to have been performed precedent to and in the issuance of this 198\_\_ Series \_\_ Bond, exist, have happened and have been performed in due time, form and manner as required by law and that the issue of the 198\_\_ Series \_\_ Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

This Bond shall not be entitled to any security or benefit under the Ordinances or be valid and become obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this 198\_\_ Series \_\_ Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its City Clerk.

CITY OF CHICAGO

By \_\_\_\_\_  
Mayor

[SEAL]

Attest:

By \_\_\_\_\_  
City Clerk

## [FORM OF CERTIFICATE OF AUTHENTICATION]

## CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinances and is one of the Chicago-O'Hare International Airport General Airport Revenue Bonds, 198\_\_ Series \_\_, of the City of Chicago.

Harris Trust and Savings Bank,  
Trustee

By \_\_\_\_\_  
Authorized Signature

## [FORM OF BACK OF BOND]

To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any ordinance amendatory thereof or supplemental thereto, may be modified or amended by the City with the written consent of the holders of at least two-thirds in principal amount of the Bonds then outstanding or, in case less than all of the several series of Bonds would be affected thereby, with such consent of the holders of at least two-thirds in principal amount of the Bonds of each series so affected then outstanding, or, in the case of a change in the schedule of Sinking Fund Payments (as defined in the Bond Ordinance) with such consent of the holders of at least two-thirds in principal amount of the outstanding Bonds affected thereby; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. The pledge of Revenues and other moneys and securities under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provisions for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

The 198\_\_ Series \_\_ Bonds are issuable in the form of registered Bonds without coupons in the denomination of \$5,000, or an integral multiple thereof. This Bond is transferable, as provided in the Ordinances and subject to certain limitations and payment of certain charges therein mentioned, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney. Upon the surrender for registration of transfer hereof, the City shall execute and the Trustee shall authenticate a new 198\_\_ Series \_\_ Bond or Bonds, in authorized denominations registered in the name of the transferee, of the same aggregate principal amount,

maturity and interest rate as the surrendered 198\_\_ Series \_\_ Bond. In the manner, subject to the conditions and upon the payment of the charges, if any, provided in the Ordinances, this Bond, upon surrender hereof at the principal corporate trust office of the Trustee together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner hereof, be exchanged for an equal aggregate principal amount of 198\_\_ Series \_\_ Bonds in authorized denominations of the same maturity and interest rate. The City and the Trustee may treat and consider the person in whose name this Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The 198\_\_ Series \_\_ Bonds maturing on January 1, \_\_\_\_, [ , and on January 1, \_\_\_\_, respectively, ] are subject to mandatory redemption prior to maturity, in part, by lot, as provided in the Ordinances from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

198\_\_ Series \_\_ Bonds  
Due January 1, \_\_\_\_  
Year                      Amount

\$

[ 198\_\_ Series \_\_ Bonds  
Due January 1, \_\_\_\_  
Year                      Amount

\$ ]

The 198\_\_ Series \_\_ Bonds maturing on or after January 1, \_\_\_\_ are subject to redemption prior to maturity otherwise than from such mandatory Sinking Fund Payments, at the option of the City, on or after January 1, \_\_\_\_, as a whole at any time or in part on any interest payment date, and if in part in inverse order of maturity and within any maturity by lot, at a redemption price equal to the principal amount of each 198\_\_ Series \_\_ Bond to be redeemed, plus, if such 198\_\_ Series \_\_ Bond is to be redeemed in any period shown below, the redemption premium, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date fixed for redemption:

Period  
(both dates inclusive)

Redemption Premium  
(expressed as a percentage)

In the event that any or all of the 198\_\_ Series \_\_ Bonds are to be redeemed, notice of such redemption (a) shall be given by publication once a week for at least two successive weeks in not less than two newspapers or financial journals printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City of Chicago, State of Illinois, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York, as provided in the Ordinances, the first such

publication to be not less than 30 days nor more than 45 days prior to the redemption date, and (b) shall be mailed, postage prepaid, not less than 30 days before the redemption date to the registered owners of 198\_\_ Series \_\_ Bonds or portions of the 198\_\_ Series \_\_ Bonds to be redeemed, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of the 198\_\_ Series \_\_ Bonds. Notice of redemption having been given, as aforesaid, the 198\_\_ Series \_\_ Bonds or portions thereof so called for redemption, shall become due and payable on the redemption date so designated at the applicable redemption price herein provided, plus interest accrued and unpaid to the date fixed for redemption, and from and after the redemption date so designated, interest on the 198\_\_ Series \_\_ Bonds, or portions thereof so called for redemption, shall cease to accrue and become payable to the registered owners entitled to payment thereof on such redemption.

No recourse shall be had for the payment of the principal or redemption premium of or interest on the Bonds or for any claim based thereon or on the Ordinances against any officer or employee of the City or any natural person executing the Bonds.

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_  
(Tax Identification or Social Security No. \_\_\_\_\_)  
the within Chicago-O'Hare International Airport General Airport Revenue Bond, 198\_\_ Series \_\_ and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer such Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

## ARTICLE III

Application of Proceeds of 1984 First  
Lien Bonds and Establishment of AccountsSection 3.1. Application of Proceeds of 1984

First Lien Bonds. The proceeds of each Series of 1984 First Lien Bonds shall be applied for the purposes set forth in Section 2.2 of this Second Supplemental Ordinance in the manner provided in this Article.

Section 3.2. Debt Service Reserve Fund.

There shall be established within the Debt Service Reserve Fund a separate Account for each Series of 1984 First Lien Bonds issued. Upon receipt of the proceeds of the sale of any Series of 1984 First Lien Bonds, there shall be deposited from such proceeds into a separate Account in the Debt Service Reserve Fund the amounts stated in the Certificate delivered in connection with the issuance of such Series of 1984 First Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance so that the amount on deposit in the Debt Service Reserve Fund shall equal the Debt Service Reserve Fund Requirement.

Section 3.3. Establishment of 1984 Capitalized

Interest Account. There is hereby established in accordance with Section 401 of the General Airport Revenue Bond Ordinance an Account to be designated as the "1984 Capitalized Interest Account". There shall be established within the 1984 Capitalized Interest Account a separate subaccount for each Series of 1984 First Lien Bonds issued. There shall be deposited from the proceeds of the sale of each Series of 1984 First Lien Bonds into a separate subaccount in the 1984 Capitalized Interest Account an amount equal to the amount,

if any, stated in the Certificate delivered in connection with the issuance of such Series of 1984 First Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

Section 3.4. Establishment of Project Accounts.

Pursuant to Section 3.5 of the First Supplemental Ordinance, Project Accounts have heretofore been established for certain of the Capital Projects described in Section 2.2 of this Second Supplemental Ordinance. Project Accounts are hereby established for the payment of Costs of Issuance of 1984 First Lien Bonds and for each of the Capital Projects described in Section 2.2 of this Second Supplemental Ordinance for which a Project Account has not been established pursuant to the First Supplemental Ordinance. There shall be established within each such Project Account a separate subaccount for each Series of 1984 First Lien Bonds issued. There shall be deposited from the proceeds of the sale of each Series of 1984 First Lien Bonds into a separate subaccount in each such Project Account the amount, if any, to be deposited therein as specified in the Certificate delivered in connection with the issuance of such Series of 1984 First Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

Section 3.5. Other Purposes. Upon receipt of the proceeds of the sale of any Series of 1984 First Lien Bonds, there shall be applied from such proceeds for each purpose set forth in paragraphs (g) and (h) of Section 2.2 of this Second Supplemental Ordinance, the amount, if any, to be so applied as specified in the Certificate delivered in connection with the issuance of such Series of 1984 First

Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

ARTICLE IV

Sale of 1984 First Lien Bonds

Section 4.1. Sale of Series of 1984 First Lien Bonds.

(a) Subject to the limitations contained in this Second Supplemental Ordinance and in accordance with the findings and determinations set forth in Part A of this ordinance, authority is hereby delegated to the Mayor or the City Comptroller to sell, with the concurrence of the Chairman of the Committee on Finance of the City Council, from time to time, each Series of 1984 First Lien Bonds, either (i) on a negotiated basis to the Underwriters named in and pursuant to the terms and provisions of a Contract of Purchase, or (2) on a competitive basis to the acceptable bidder whose bid produces the lowest true interest cost to the City pursuant to advertised notice and the receipt of sealed bids; provided in either case that the aggregate purchase price of each Series of 1984 First Lien Bonds shall not be less than ninety-five percent (95%) of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing of such Series) plus accrued interest thereon from their date to the date of delivery thereof and payment therefor.

(b) The form of Contract of Purchase presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized and directed to

execute and deliver, with respect to each Series of 1984 First Lien Bonds being sold on a negotiated basis, a Contract of Purchase substantially in the form of the Contract of Purchase presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in this Second Supplemental Ordinance, the execution thereof to constitute conclusive evidence of the approval of such changes and completions.

(c) To evidence the exercise of the authority delegated to the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City Council by this Second Supplemental Ordinance in Sections 2.1 and 4.1, the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City Council are hereby directed to execute and file with the Trustee a Certificate with respect to each Series of 1984 First Lien Bonds setting forth the determinations made by them pursuant to the authority granted in such Sections, which Certificate shall constitute conclusive evidence of the proper exercise by them of such authority.

(d) The form of preliminary Official Statement presented to this meeting relating to the initial Series of 1984 First Lien Bonds to be issued pursuant to this ordinance is hereby approved in all respects, and the distribution thereof to prospective purchasers and the use thereof in connection with the offering of such Series of 1984 First Lien Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series,



substantially in the form of such preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall deem advisable and the Mayor or the City Comptroller is authorized to execute and deliver such final Official Statement in the name and on behalf of the City.

In connection with the issuance of each subsequent Series of 1984 First Lien Bonds, the Mayor or the City Comptroller is hereby authorized to prepare or cause to be prepared a preliminary Official Statement relating to such Series of 1984 First Lien Bonds, including such amendments, completions and revisions as may be appropriate, and the distribution thereof to prospective purchasers and the use thereof in connection with the offering of such Series of 1984 First Lien Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series, substantially in the form of the preliminary Official Statement relating to such Series, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall deem advisable, and the Mayor or the City Comptroller is hereby authorized to execute and deliver such final Official Statement in the name and on behalf of the City.

Section 4.2. Execution and Delivery of Series of 1984 First Lien Bonds. Pursuant to the General Airport Revenue Bond Ordinance, the Mayor shall execute the 1984 First Lien Bonds of each Series on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted,

engraved or otherwise reproduced on such Series of 1984 First Lien Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. Each Series of 1984 First Lien Bonds shall upon such execution on behalf of the City be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of such Series of 1984 First Lien Bonds to or upon the order of the purchasers thereof.

#### ARTICLE V

##### General

Section 5.1. Paying Agents. Pursuant to Section 1302 of the General Airport Revenue Bond Ordinance, the Trustee is hereby appointed as a Paying Agent for the 1984 First Lien Bonds and the Mayor or the City Comptroller is hereby authorized to appoint one or more banks, trust companies or national banking associations having the powers of a trust company doing business or having an office in the Borough of Manhattan, City and State of New York, as additional Paying Agents for each Series of 1984 First Lien Bonds.

Section 5.2. Tax Directives. In furtherance of Section 713 of the General Airport Revenue Bond Ordinance, the City shall, by delivery of a Certificate, direct the Trustee (a) to make specific transfers from the Capitalized Interest Account or any other Account in the Construction Fund to another Account in the Construction Fund or to the Debt Service Fund or (b) to limit or restrict the investment yield on all or any part of amounts on deposit in any Fund

or Account in accordance with instructions set forth in such Certificate. Any such direction shall be based upon a determination by the City (which determination may be made in reliance upon an opinion of Bond Counsel) that such transfer or transfers or such limitation or restriction on investment yield is necessary to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance.

#### PART C

Section 1. Definitions. Except as provided in this Section, all defined terms contained in this Part C shall have the same meanings, respectively, as such defined terms are given in the Master Indenture. As used in this Part C, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Airline Agreement" means the Airline Agreement, dated as of July 1, 1984, by and among the City and the Airline Parties thereto relating to the 1984 Second Lien Bonds.

"Bank" means a bank which has issued a Letter of Credit pursuant to a 1984 Reimbursement Agreement in order to secure a Series of 1984 Second Lien Bonds, the obligations of which bank are rated by Moody's or S&P in one of the two highest short-term debt rating categories or in one of the two highest long-term debt rating categories.

"Capital Projects" shall have the same meaning as given in the General Airport Revenue Bond Ordinance.

"Contract of Purchase" means a Contract of Purchase between the City and the Underwriters pursuant to which the City will sell and the Underwriters will purchase, from time to time, a Series of 1984 Second Lien Bonds.

"1984 First Lien Bonds" means the 1984 First Lien Bonds as defined in Part B of this ordinance.

"First Supplemental Indenture" means the First Supplemental Indenture Securing Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1984 Series A, dated as of July 1, 1984, from the City to the Master Trustee relating to the initial Series of 1984 Second Lien Bonds.

"Junior Lien Note" means the City's Airport Junior Lien Revenue Obligation Note, issued pursuant to a Credit Agreement, dated as of June 28, 1983, between the City and The First National Bank of Chicago.

"Junior Lien Revenues" means Junior Lien Revenues as defined in the Master Indenture.

"Letter of Credit" means a Letter of Credit as defined in the First Supplemental Indenture.

"Master Indenture" means the Master Indenture of Trust Securing Chicago-O'Hare International Airport Second Lien Obligations, dated as of July 1, 1984, as originally executed and delivered by the City and the Master Trustee and as the same may from time to time be amended or supple-

mented by Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"Master Trustee" means American National Bank and Trust Company of Chicago, and its successors in trust, as Trustee under the Master Indenture and as Trustee under any Supplemental Indenture.

"1984 Reimbursement Agreement" means an agreement between the City and a Bank pursuant to which a Letter of Credit is issued as security for a Series of 1984 Second Lien Bonds.

"1984 Remarketing Agreement" means an agreement between the City and a Remarketing Agent (as defined in the First Supplemental Indenture) relating to the remarketing of a Series of 1984 Second Lien Bonds.

"1984 Second Lien Bank Notes" means Second Lien Obligations evidencing the obligations of the City to a Bank under a 1984 Reimbursement Agreement.

"1984 Second Lien Bonds" means, collectively, the several Series of 1984 Second Lien Bonds, more fully described and authorized by Section 3 of this Part C.

"Official Statement" means a preliminary or a final Official Statement of the City relating to a Series of 1984 Second Lien Bonds.

"Second Lien Obligations" means Second Lien Obligations as defined in the Master Indenture.

"Second Lien Revenues" means Second Lien Revenues as defined in the Master Indenture.

"Supplemental Indenture" means a supplemental indenture authorizing a Series of 1984 Second Lien Bonds, substantially in the form of the First Supplemental Indenture.

"Underwriters" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Smith Barney, Harris Upham & Co., Incorporated and Drexel Burnham Lambert Incorporated, as representatives, and such other firms as may be named as underwriters in any Contract of Purchase.

Section 2. Approval of the Master Indenture. The form of Master Indenture presented to this meeting is hereby approved in all respects. In order to provide for the issuance from time to time and/or security of Second Lien Obligations payable from, and secured by, amounts payable from Second Lien Revenues, the Mayor or the City Comptroller is hereby authorized to execute and deliver the Master Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Master Indenture shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. American National Bank and Trust Company of Chicago is hereby appointed as Master Trustee under the

Master Indenture and as trustee under each Supplemental Indenture.

Section 3. Authorization and Payment of 1984

Second Lien Bonds. Several Series of 1984 Second Lien Bonds are hereby authorized to be issued, from time to time, pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, this Part C, the Master Indenture and the related Supplemental Indenture for the purposes specified in this Part C. The maximum aggregate principal amount of 1984 Second Lien Bonds which may be issued under this Part C shall not exceed \$300,000,000, less the aggregate principal amount of 1984 First Lien Bonds issued pursuant to Part B of this ordinance. The 1984 Second Lien Bonds shall not be issued subsequent to July 1, 1985. The 1984 Second Lien Bonds shall be entitled "Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds" and may be issued in up to five separate Series, appropriately designated to indicate the order of their issuance. Each Series of 1984 Second Lien Bonds shall be issued in fully registered form and in the denominations set forth in the related Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Master Indenture and the related Supplemental Indenture.

The 1984 Second Lien Bonds of each Series shall mature not later than January 1, 2017, and shall initially bear interest at a variable interest rate as more fully set forth in the related Supplemental Indenture and thereafter at such other interest rate or rates as may be established in accordance with the provisions of the related Supplemental

Indenture; provided that in no event shall the 1984 Second Lien Bonds of any Series bear interest at a rate in excess of the lesser of twenty-five percent (25%) per annum or, so long as such Series of 1984 Second Lien Bonds is secured by a Letter of Credit, the maximum interest rate with respect to such Series used for purposes of calculating the stated amount of such Letter of Credit.

Each Series of 1984 Second Lien Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) and demand purchase options, prior to maturity, upon the terms and conditions set forth in the Master Indenture and the related Supplemental Indenture.

Subject to the limitations set forth in this Section and in accordance with the findings and determinations set forth in Part A of this ordinance, authority is hereby delegated to either the Mayor or the City Comptroller and the Chairman of the Committee on Finance of the City Council, acting jointly, to determine the aggregate principal amount of each Series of 1984 Second Lien Bonds and the maturities thereof.

The principal of and premium, if any, on each Series of 1984 Second Lien Bonds, shall be payable at the principal corporate trust office of the Master Trustee or any Paying Agent with respect to such Series as provided in the Master Indenture and related Supplemental Indenture. Payment of interest on each Series of 1984 Second Lien Bonds shall be made to the registered owner thereof and shall be paid by check or other form of draft of the Master Trustee



mailed to the registered owner at his address as it appears on the registration books of the City kept by the Master Trustee or at such other address as is furnished to the Master Trustee in writing by such registered owner, or by wire transfer as further provided in the Master Indenture and related Supplemental Indenture.

Each Series of 1984 Second Lien Bonds may be issued for one or more of the following purposes:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of the designing, constructing and equipping of the Capital Projects described in the Airport Development Plan;

(b) the payment, or the reimbursement for the payment, of all or a portion of the costs of the designing, constructing and equipping of the Capital Project known as the "Fueling System Project" which is not currently described in the Airport Development Plan. The Fueling System Project consists of two independent fueling systems cross connected to provide added fueling capabilities and an expansion of the existing fuel tank farm that will provide additional primary pumping facilities through the existing piping system to a new super satellite servicing Concourses E, F, G, H and K, the relocated Truck Fill Stand, the proposed International Terminal and the new Air Cargo Area;

(c) the payment, or the reimbursement for the payment, of all or a portion of the costs of the following Capital Projects which are not described in the Airport Development Plan:

1. FAA-required taxiway centerline lighting pursuant to §8.02 of the Airport Use Agreements.

2. Tenant improvements pursuant to §9.12 of the Airport Use Agreements.

3. Relocation costs of certain airlines pursuant to §9.13 of the Airport Use Agreements.

(d) the payment, or the reimbursement for the payment, of the costs of architectural and engineering management and supervisory consulting services;

(e) the deposit of moneys in a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts as may be provided for in the Master Indenture and the Supplemental Indenture relating to such Series;

(f) the payment of Costs of Issuance of such Series of 1984 Second Lien Bonds;

(g) the funding of the Operation and Maintenance Reserve Fund; and

(h) the funding of the Junior Lien Obligation Debt Service Fund for the purpose of prepaying, in whole or in part, the Junior Lien Note.

The proceeds of each Series of 1984 Second Lien Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer delivered in connection with the issuance of such Series pursuant to the Master Indenture and the related Supplemental Indenture.

Section 4. Approval of Form of 1984 Reimbursement Agreement; Authorization of 1984 Second Lien Bank Notes.

The form of 1984 Reimbursement Agreement presented to this meeting is hereby approved in all respects. In order to enhance the marketability of 1984 Second Lien Bonds, the Mayor or the City Comptroller is hereby authorized, with respect to and for the purpose of securing each Series of 1984 Second Lien Bonds, to execute and deliver a related 1984 Reimbursement Agreement and related 1984 Second Lien Bank Notes for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such 1984 Reimbursement Agreement and 1984 Second Lien Bank Note shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute the conclusive evidence of this City Council's approval of any and all changes or revisions therein; provided that the interest rate payable on any 1984 Second Lien Bank Note shall not exceed the Prime Rate, as defined in the related 1984 Reimbursement Agreement, plus two percent (2%) per annum and the maturity thereof shall not be greater than the longest maturity of the related Series of 1984 Second Lien Bonds.

Section 5. 1984 Second Lien Bonds and 1984 Second Lien Bank Notes Are Limited Obligations. The 1984 Second Lien Bonds and the 1984 Second Lien Bank Notes, together with interest thereon, shall be limited obligations of the City secured on a parity with the Junior Lien Note by a pledge of the Junior Lien Revenues and secured by a pledge

of the Second Lien Revenues and by other specified sources pledged under the Master Indenture, the related Supplemental Indenture or the related 1984 Reimbursement Agreement, and shall be valid claims of the owners thereof only against the funds and other moneys held by the Master Trustee with respect thereto and against such Junior Lien Revenues and Second Lien Revenues. The 1984 Second Lien Bonds and 1984 Second Lien Bank Notes and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any Constitutional or statutory limitation of the State of Illinois.

Section 6. Approval of Supplemental Indentures.

The form of the First Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized, with respect to each Series of 1984 Second Lien Bonds, to execute and deliver a Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such Supplemental Indenture shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

Section 7. Approval of Forms of Contract of Purchase and Official Statement; Execution and Delivery of

Contracts of Purchase. (a) Subject to the limitations contained in this Part C and in accordance with the findings and determinations set forth in Part A of this ordinance, authority is hereby delegated to the Mayor or the City Comptroller to sell, with the concurrence of the Chairman of the Committee on Finance of the City Council, from time to time, each Series of 1984 Second Lien Bonds on a negotiated basis to the Underwriters named in and pursuant to the terms and provisions of a Contract of Purchase; provided that the aggregate purchase price of each Series of 1984 Second Lien Bonds shall not be less than ninety-five percent (95%) of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing of such Series) plus accrued interest thereon from their date to the date of delivery thereof and payment therefor.

(b) The form of Contract of Purchase presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized and directed to execute and deliver, with respect to each Series of 1984 Second Lien Bonds, a Contract of Purchase substantially in the form of the Contract of Purchase presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in this Part C, the execution and delivery thereof to constitute conclusive evidence of the approval of such changes and completions.

(c) To evidence the exercise of the authority delegated to the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the

City Council by this Part C in Sections 3 and 7, the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City Council are hereby directed to execute and file with the Master Trustee a Certificate with respect to each Series of 1984 Second Lien Bonds setting forth the determinations made by them pursuant to the authority granted in such Sections, and setting forth such additional determinations as may be required pursuant to the Master Indenture and the related Supplemental Indenture, which Certificate shall constitute conclusive evidence of the proper exercise by them of such authority.

(d) The form of preliminary Official Statement presented to this meeting relating to the initial Series of 1984 Second Lien Bonds to be issued pursuant to this ordinance is hereby approved in all respects, and the distribution thereof to prospective purchasers and the use thereof in connection with the offering of such Series of 1984 Second Lien Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series, substantially in the form of such preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall deem advisable and the Mayor or the City Comptroller is authorized to execute and deliver such final Official Statement in the name and on behalf of the City.

In connection with the issuance of each subsequent Series of 1984 Second Lien Bonds, the Mayor or the City Comptroller is hereby authorized to prepare or cause to be prepared a preliminary Official Statement relating to such

Series of 1984 Second Lien Bonds, including such amendments, completions and revisions as may be appropriate, and the distribution thereof to prospective purchasers and the use thereof in connection with the offering of such Series of 1984 Second Lien Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series, substantially in the form of the preliminary Official Statement relating to such Series, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall deem advisable, and the Mayor or the City Comptroller is hereby authorized to execute and deliver such final Official Statement in the name and on behalf of the City.

(e) Pursuant to the Master Indenture and the related Supplemental Indenture, the Mayor shall execute the 1984 Second Lien Bonds of each Series and pursuant to the related 1984 Reimbursement Agreement the Mayor shall execute the related 1984 Second Lien Bank Notes on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced thereon and they shall be attested by the manual or facsimile signature of the City Clerk. Each Series of 1984 Second Lien Bonds shall upon such execution on behalf of the City be delivered to the Master Trustee or Paying Agent for authentication and thereupon shall be authenticated by the Master Trustee or Paying Agent and shall be delivered pursuant to written order of the City authorizing and directing the delivery of such Series of 1984 Second Lien Bonds to or upon the order

of the Underwriters, all as provided in the related Supplemental Indenture and Contract of Purchase.

Section 8. Approval of Form of 1984 Remarketing Agreement. The form of 1984 Remarketing Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized to execute and deliver a 1984 Remarketing Agreement relating to each Series of 1984 Second Lien Bonds for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such 1984 Remarketing Agreement shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

Section 9. Approval of the Airline Agreement. The form of Airline Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized to execute and deliver the Airline Agreement for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Airline Agreement shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute



conclusive evidence of this City Council's approval of any and all changes or revisions therein.

Section 10. Appointment of Remarketing Agent and Indexing Agent. The Mayor or the City Comptroller is hereby delegated the authority to appoint, with respect to each Series of 1984 Second Lien Bonds, in the manner provided in the Master Indenture and the related Supplemental Indenture, the Remarketing Agent and the Indexing Agent.

#### PART D

Section 1. Application and Definitions. The provisions of this Part D are applicable to obligations issued pursuant to Parts B and C of this ordinance and shall be applied in conjunction therewith. Defined terms contained in Parts A, B and C shall have the same meanings when used in this Part D.

Section 2. Authority. This ordinance, including all the Parts hereof, is adopted pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and the home rule powers of the City thereunder.

Section 3. Hearing. The Mayor is hereby authorized and directed to cause the publication of notice for and the holding of the public hearing required under Section 103(k) of the Internal Revenue Code of 1954, as amended, in connection with the proposed issuance of 1984 Airport Obligations. The City Council hereby directs that no 1984 Airport Obligations shall be issued unless and until the requirements of said Section 103(k), including particularly

the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue 1984 Airport Obligations shall be executed or undertaken prior to satisfaction of the requirements of said Section 103(k) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements.

Section 4. Airport Use Agreement with Republic Airlines, Inc. The form of the Airport Use Agreement and Terminal Facilities Lease, dated as of July 1, 1984, between the City and Republic Airlines, Inc. ("Republic") presented to this meeting is hereby approved in all respects. The Mayor is hereby authorized and directed to execute and deliver such Airport Use Agreement to Republic in substantially the form so presented, together with such changes and completions thereof as may be determined by the Mayor, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City. The execution of such Airport Use Agreement by the Mayor shall constitute conclusive evidence of the City Council's approval of any and all such changes and completions.

Section 5. Amendment to Exhibit to Airport Use Agreement with United Air Lines, Inc. The form of Amendment to Exhibit J-2 to the Airport Use Agreement and Terminal Facilities Lease, dated as of February 1, 1983, between the City and United Air Lines, Inc. ("United"), as amended, presented to this meeting is hereby approved in all respects. The Mayor is hereby authorized and directed to execute and deliver such Amendment to United in substantially the form so presented, together with such changes and completions

thereof as may be determined by the Mayor, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City. The execution of such Amendment by the Mayor shall constitute conclusive evidence of the City Council's approval of any and all such changes and completions.

Section 6. Performance Provisions. The Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance, the execution and delivery of each Series of 1984 First Lien Bonds, each Series of 1984 Second Lien Bonds and each 1984 Second Lien Bank Note and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. The Mayor, the City Comptroller, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance or to evidence said authority, including an appropriate certificate pursuant to Section 103(c) of the Internal Revenue Code of 1954, as amended, for inclusion in the transcripts of proceedings with respect to the 1984 First Lien Bonds, the 1984 Second Lien Bonds and 1984 Second Lien Bank Notes, and also including an appropriate certificate or certificates to the Master Trustee and to the Trustee under the General Airport Revenue Bond Ordinance, specifying the amounts to be deposited into and transferred out of the

Junior Lien Obligation Debt Service Fund, and the times therefor, or the manner of determining such amounts and times, and to exercise and otherwise take all action necessary to the full realization of the rights, accomplishments and purposes of the City under the Second Supplemental Ordinance, the 1984 Reimbursement Agreements, the Airline Agreement, the 1984 Remarketing Agreements, the Master Indenture, the Supplemental Indentures, the final Official Statements and the Contracts of Purchase and to discharge all of the obligations of the City hereunder and thereunder.

Section 7. Proxies. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each Series of the 1984 Second Lien Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects,

shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

Section 8. Severability. It is the intention of this City Council that, if any Part, section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such Part, section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Section 9. Captions. The captions or headings of this ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this ordinance.

Section 10. Effective Date. The City Clerk is hereby authorized and directed to publish this ordinance in pamphlet form. This ordinance shall take effect immediately upon its enactment.

PART E.

SECTION 1. That the Mayor is authorized to propose an affirmative minority business policy in connection with the Project's materials and service needs, which policy shall become effective only upon adoption by the City Council.

SECTION 2. That all contracts for professional services or otherwise in an amount of Fifty Thousand Dollars (\$50,000) or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago.

[Contract of Purchase, Exhibit J-2, First Lien Bonds, Second Lien Bonds, First Supplemental Indenture, Master Indenture of Trust, Preliminary Official Statements, Reimbursement Agreement, Remarketing Agreement and Summary of Various Terms of Variable Rate Demand Bonds are omitted for printing purposes but are on file for public inspection in the Office of the City Clerk.]

(Continued from page 8174)

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

SECTION 1. The Municipal Code of Chicago, Chapter 24 entitled "Department of Cultural Affairs" is hereby amended by deleting the language in brackets and adding the language underscored as follows:

24-1. There is hereby created and established an executive department of the municipal government of the City of Chicago which shall be known as the Department of Cultural Affairs. Said department shall embrace a n executive director Commissioner, an advisory commission board and such employees as the City Council may provide by the Annual Appropriation Ordinance.

24-2. The executive director Commissioner shall serve as the chief operating officer of the department shall supervise activities of the department, the Chicago Council on Fine Arts, the Mayor's Office of Special Events and the Mayor's Film Office. The executive director Commissioner shall be appointed by the Mayor, by and with the consent of the City Council.

24-3. There is hereby created an advisory Commission Board on Cultural Affairs. The commission board shall consist of twenty-one members appointed by the Mayor, by and with the consent of the City Council and shall advise the Commissioner on matters relating to the cultural affairs of the City.

(a) The Mayor shall appoint members of the board as follows:

- (1) Five members from major city wide cultural organizations;
- (2) Five members from neighborhood or community cultural organizations;
- (3) Five practicing artists; and
- (4) Six lay members from the community at large, including, but not limited to, business and labor.

(b) In making appointments to the Commission the Mayor shall provide representation for all areas of the City on the Commission.

(b) (c) Initial appointments shall be made as follows:

- (1) Seven members for one year terms each;
- (2) Seven members for two year terms each; and
- (3) Seven members for three year terms each.

Thereafter, appointments shall be for three year terms.

(c) (d) Members shall hold office until their successors are appointed. Members may be appointed for two consecutive terms.

(d) (e) Whenever a vacancy shall occur by reason of death, resignation, expiration of term or other reason, the Mayor shall within 90 working days appoint a new member to serve for the remainder of the unexpired term.

24-4.

(a) Employees of the Department shall receive such compensation as may be fixed by the City Council.

(b) No member of the advisory commission board may receive compensation, but each member may be reimbursed for expenses reasonably incurred in the performance of his duties.

24-5. The duties and powers of the Executive Director Commissioner shall be as follows:

- (a) To organize standing or special committees of the advisory commission board to assist the commission board in its advisory capacity.
- (b) To administer the City art programs.
- (c) To promote City and neighborhood cultural festivals and concerts.
- (d) To do research, conduct educational programs, and disseminate information to the public regarding cultural affairs.
- (e) To sponsor cultural activities conducted in the name of the City of Chicago, and, in conjunction therewith, to develop procedures and practices that will assure both the appropriate evaluation of such projects and the monitoring of expenditures.
- (f) To award grants to cultural organizations and to individual artists. The Executive Director Commissioner should ensure that equitable distribution of such grants among ethnic, racial, and cultural groups so as to ensure that the City's cultural program reflects the City's diverse heritage.
- (g) To publish an annual report on or before October 1 detailing the department's budget, and programs, as well as the award of any grants.

24-6. The advisory commission board may exercise the following powers under this provision:

- (a) To survey and assess the needs of the arts, both visual and performing, within the City of Chicago.
- (b) To identify existing legislation, policies and programs which affect the arts and to evaluate their effectiveness;
- (c) To encourage the use of local resources for the development and support of the arts;
- (d) To report the results of its investigation to the Executive Director Commissioner and to make recommendations thereto based on said investigations.

24-7. The advisory commission board may accept offers of gifts or grants from the United States, the State of Illinois, their agencies or officers, or from any person, firm or corporation of services, equipment, supplies, materials or funds and, with the consent of the Commissioner, may expend such receipts on projects which facilitate the performance of its duties under this provision. The Commissioner shall make a quarterly report to the Mayor and to the City Council of all gifts and grants received from any source whatsoever and an accounting of the use of gifts and grants received from any source whatsoever.

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

#### Various Chapters of Municipal Code of Chicago Amended.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of May 30, 1984, pages 6780 and 6783-6803, recommending that the City Council pass fifteen (15) proposed ordinances amending various chapters of the Municipal Code of Chicago concerning permit fees.

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

*Yeas*--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Burke, Streeter, Kelley, Sherman, Stemberk, Krystyniak, Henry, W. Davis, D. Davis, Frost, Banks, Cullerton, O'Connor, Hansen, Orbach, Volini, Orr, Stone--26.

*Nays*--Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Langford, Kellam, Hagopian, Santiago, Mell, Kotlarz, Damato, Laurino, Pucinski, Natarus, Oberman, McLaughlin, Schullter--18.

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

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

*Chapter 17.*

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

SECTION 1. Chapter 17 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

17-1.14. Fees shall be as follows for the periodic inspection of steamboilers, unfired pressure vessels, fuel or refuse-burning equipment or compactors, combustion or process equipment or devices, boilers, fuel burning equipment used for space heating, steam and hot water generation for each unit:

Of a capacity of 288,000 BTU/Hr. and less than 2,400,000 BTU/Hr. net output rating of boiler or furnace	\$ [20.00]	29.00
Of a capacity of 2,400,000 BTU/Hr. and less than 6,000,000 BTU/Hr. net output rating of boiler or furnace	[30.00]	43.00
Of a capacity of 6,000,000 BTU/Hr. or more net output rating of boiler or furnace	[35.00]	50.00
Refuse-burning equipment for each unit:		
With less than seven square feet of grate area	[10.00]	15.00
With seven square feet and less than 20 square feet	[15.00]	22.00
With 20 square feet and less than 50 square feet	[17.00]	25.00
With 50 square feet or more of grate area	[20.00]	29.00
Per one unit operation or one unit process creating atmospheric pollution or any device controlling atmospheric pollution or any compactor	[10.00]	15.00

The fee for periodic inspection shall include the issuing of a Certificate of Operation provided any defects are corrected.

Unfired pressure vessels:

For each unfired pressure vessel less than 18 inches in diameter	\$ [15.00]	22.00
For each unfired pressure vessel 18 inches or more in diameter and less than 36 inches in diameter	[20.00]	29.00
For each unfired pressure vessel 36 inches or more in diameter	[25.00]	36.00



Saturday, Sunday and Holiday Inspection:

A fee of [\$50.00] \$87.00 per inspectional visit will be charged when any boiler inspection is made on a Saturday, Sunday or a legal holiday.

Boiler reinspection fee:

A fee of [\$20.00] \$30.00 will be [made] charged for each reinspection of a boiler or other apparatus made at any site during the course of a regular work week.

17-1.15. *ASME Code Work.* Fees shall be as follows for the survey or inspection of any required ASME code work, or for other work not included under existing scheduled fees:

For each eight-hour day	\$ [150.00]	200.00
For each four hours or fraction thereof	[75.00]	100.00

SECTION 2. This ordinance shall take effect upon passage.

—  
Chapter 41.

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

SECTION 1. Section 41-7 of Chapter 41 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

41-7. When such investigation or investigations whether upon complaint or otherwise, shall disclose violation or violations of zoning provisions or of Chapters 39 to 92, inclusive, or Chapters 96, 99, 125, 129 and 129.1 of this Code do, in fact, exist and are likely to endanger life and safety in cases of fire, panic or other accident or endanger or impair the health of any occupants of any building, structure or place covered by the regulations of this Code, the Commissioner of Inspectional Services shall give notice in writing to the owner, occupant, lessee or person in possession, charge or control of such building, structure, premises or place to make such changes, alterations or repairs, or to perform such work, or to take such actions as the provisions of the Code, or the safety or health of any person, in or about such building, structure, premises or place, may require within such time as shall be designated by the Commissioner of Inspectional Services, which shall in no event exceed fifteen days after the service of such notice.

\* \* \* \* \*

The fee for said certificate shall be payable to the Director of Revenue and shall be computed as follows:

- (a) [Twenty-five dollars (\$25.00)] \$52.50 for one dwelling unit and [ten dollars (\$10.00)] \$21.00 for each additional dwelling unit.
- (b) [Twenty-five dollars (\$25.00)] \$52.50 for inspection by *each* additional bureau[s] of the Department of Inspectional Services as requested by the owner or his agent.

SECTION 2. This ordinance shall take effect upon passage.

—  
Chapter 43.

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

SECTION 1. Chapter 43 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\*\*\*\*\*

43-18. Any person desiring to install a tank or tanks for the storage of any flammable liquids, corrosive liquids, or oxidizing material, highly toxic materials, or hazardous chemicals in liquid form, as provided in Chapters 92 and 129.1 of this Code, shall first obtain a permit from the Commissioner of Inspectional Services; provided, however, that no permit shall be required for an aggregate capacity of tanks of one hundred twenty gallons or less for Class I, Class II and Class III flammable liquids. The application for the permit shall be made by the owner or his agent as required by this chapter. Before issuing such permit the Commissioner of Inspectional Services shall first cause to be inspected by the plumbing inspector, the location or site where such tank is to be installed, and if the site is satisfactory, such permit shall be issued upon the payment of fees hereinafter provided. Such permit shall not be assigned nor shall any right or privilege thereunder be transferred or assigned except by the written consent of the Commissioner of Inspectional Services.

\*\*\*\*\*

A permit shall be required when underground flammable liquid tanks are removed or abandoned in place [, or temporarily taken out of service].

\*\*\*\*\*

43-26. Permit fees shall be charged as follows:

## Charges

- (a) [Single-car garage, two-car] *Private detached garage, shed[s] and shelter shed[s]:*

[Per 1,000 cubic feet of volume	\$	6.25]
<i>Per square foot of floor area under roof, exclusive of eaves</i>		0.12
Minimum charge	[15.50]	20.00

- (b) New buildings and other structures (except (a) above):

Per 1,000 cubic feet of volume	[3.00]	6.00
Minimum charge	[44.00]	50.00

Volume computations under [(a) and] (b) shall include every part of the building from the basement to the highest point of the roof and include bay windows and other projections.

- (c) Alterations and repairs to any structures:

For the first \$1,000 of estimated cost	10.00	
For each additional \$1,000 of estimated cost	5.00	
Minimum charge	[30.00]	50.00

- (d) Shoring, raising, underpinning or moving any building:

For each 1,000 cubic feet of volume or fractional part	[1.00]	1.50
Minimum charge	[44.00]	50.00

- (e) Wrecking any building or [other] structure [more than one-story in height]:

	For the first 25,000 cubic feet	[44.00]	65.50
	For each additional 25,000 cubic feet or fraction thereof	[9.00]	13.50
	Minimum charge	[44.00]	65.50
(f)	Fire escape, erection or alteration:		
	Four stories or less in height	[44.00]	50.00
	Each story above four	6.00	
(g)	Canopy or marquee, erection or alteration	44.00	
(h)	Chimneys, isolated or over 50 feet above any roof	[44.00]	50.00
(i)	Tanks, above roof or tower:		
	400-gallon capacity or less	[29.00]	34.00
	Over 400-gallon capacity	56.00	
	Structural supports for tank over 400-gallon capacity	56.00	
(j)	Elevators and escalators--power operated:		
	Five floors or less in height, installed or altered	[41.00]	100.00
	Each additional floor above five	[8.00]	11.00
	Hand-Operated	27.00	
	Platform lift	[27.00]	46.00
	Theater curtains	104.00	
	Stage or orchestra platforms	[41.00]	100.00
	Dumbwaiters--power operated:		
	Five floors or less in height, installed or altered	[41.00]	53.00
	Each additional floor above five	[8.00]	11.00
	Hand operated:		
	Five floors or less in height	[26.00]	48.00
	Each additional floor above five	[6.00]	8.00
	Temporary construction towers over 50 feet in height	[41.00]	100.00
	Major repair work, excluding routine maintenance:		
	For the first \$1,000 in estimated costs	10.00	
	For each additional \$1,000 in estimated costs	2.50	
	Minimum charge	40.00	
(k)	Amusement devices, mechanical riding, sliding sailing or swinging:		
	Portable--for easy assembly or installation	[26.00]	39.00
	Permanent--installed or altered	217.00	
	Temporary seating stands	[146.00]	178.00
(l)	Ventilating systems--mechanical, supply or exhaust:		

Capacity--3,000 cubic feet of air per minute	[19.00]	40.00
For each additional 1,000 cubic feet per minute	[6.00]	9.00
Increase in capacity, each 1,000 cubic feet per minute	[6.00]	9.00
Capacity shall be the sum of supply and exhaust.		
Warm-air furnaces, each	[24.00]	40.00

## Ventilating systems--natural:

[Ten] *Twenty* dollars [\$10.00] for the first three (3) floors, plus [one] *two* dollars [(\$1.00)] for each one thousand square feet or fraction thereof of the first typical floor plus [fifty cents] *one dollar* for each additional typical floor, with the exception of any residential building containing four dwelling units or less.

## Installation of infra-red gas-fired units:

First unit	[11.00]	19.00
Each additional unit	[3.00]	5.00

[Installation of sleeve-mounted, thru-the-wall or window-type of heating units other than electric:

First unit  
Each additional unit]

(m) Fences over 5 feet high for first 100 lineal feet	[23.00]	28.00
Each additional 100 lineal feet or part thereof	7.00	

## (n) [Tanks for flammable liquids (each):

## Classes 1 and 2:

Capacity 121 to 500 gallons	43.00
Each additional 1,000 gallons or fraction thereof	2.00

## Classes 3 and 4:

Capacity 121 to 550 gallons	13.00
Capacity 551 to 1,000 gallons	43.00
Each additional 1,000 gallons or fraction thereof	.90]

*Tanks for hazardous liquids, as provided in Section 43-18 shall be as follows:*

*Class I, II and III flammable liquids:*

121 to 1,000 gallons, each tank	55.00
Each additional 1,000 gallons or fraction thereof, per tank	2.50
To remove or abandon in place, each tank	26.00

*Other tanks for hazardous liquids as identified in Section 43-18:*

500 to 1,500 gallons, each tank	55.00
Each additional 1,000 gallons or fraction thereof, per tank	2.50

(o) Temporary platforms for public assembly units	[47.00]	60.00
(p) Roof of any building, recoating or recovering	[14.00]	28.00

- (q) Billboards, [and] signboards, *roof signs, ground signs and painted wall signs*, erection, construction, or alteration:

Up to 150 square feet	[11.00]	16.00
151 to [225] 375 square feet	[19.00]	28.00
[226 to 375 square feet	29.00]	
For each additional 375 square feet or fractional part thereof	[29.00]	7.00

*Roof signs which are 12 feet or more above the roof and have 60 or more square feet of area per face, add* 50.00

*Ground signs, the tops of which are more than 24 feet above the surrounding street level or surrounding grade level, whichever is higher, add* 50.00

[provided however, that where such signboard or billboard does not exceed sixty-five square feet in area and is attached to the surface of a permanent building, in accordance with the provisions of that part of Chapter 61 dealing with billboards and signboards, and is designed to give publicity to the business carried on within such building, such as the name and address of owner and the nature of the business, but in no event to advertise any article manufactured by any other person, and no part of said sign is more than eighteen feet above the average inside grade at the front of the building, no fees for erection shall be charged, but not more than one sign of sixty-five square feet shall be allowed for each twenty-five lineal feet of frontage, unless the fees for erection are paid as herein provided; and provided further, that where such signboard or billboard does not exceed twenty square feet in area and is attached to the surface of a permanent building in accordance with the aforesaid provisions of Chapter 61 and is designed to give publicity to some article sold on the premises, and no part of said sign is more than eighteen feet above the average inside grade at the front of the building, no fees for the erection shall be charged; and provided also, that where such signboard or billboard does not exceed twenty-four square feet in area, when attached to the front, sides or rear walls of any building, so that the flat surface of the same is against the building, or when erected on the ground, if not erected nearer than ten feet to any building, structure, other signboard or public sidewalk, which is used to advertise the sale or lease of the property upon which it shall be erected, no fees for erection shall be charged.]

- (r) A minimum fee of ten dollars (\$10.00) shall be paid to the Director of Revenue upon application for any permit which fee shall apply to the total cost of the permit upon issuance of its reversion to the municipality in the event the applicant elects not to do the work intended.]
- (s) [Notwithstanding the permit fees imposed by Sections 43-26(a) through 43-26(r),] [b] Building permit fees for alterations and repairs on dwelling units in buildings of four units or less, owned and occupied by a person who is 65 years of age or older, shall be imposed at 50% of the stated fee in Section 43-26(c).

\* \* \* \* \*

43-33. [Fees for the approval of floor load placards required by Chapter 68 shall be charged as follows: Twenty-four dollars for each ten thousand square feet of floor area, or less, for more than ten thousand square feet of floor area and not to exceed fifty thousand square feet of floor area, thirty-seven dollars; for each additional fifty thousand square feet of floor area in excess of the first fifty thousand square feet of floor area, thirty-seven dollars additional; and for issuing new placards in place of lost placards the fee shall be: for ten thousand square feet or less fifteen dollars; for more than ten thousand square feet, twenty dollars. For the purpose of determining the amount of the fee herein required to be paid, every part of a structure separated by dividing walls as required by Chapter 51 shall be considered as a separate building.]

*Fees for the approval and issuance of floor load cards for each floor, mezzanine or roof area, as required by Chapter 68, shall be as follows:*

Where floor area does not exceed 10,000  
sq. ft. \$25.00/per placard.

Where floor area exceeds 10,000 sq. ft.  
but is less than 50,000 sq. ft. \$35.00/per placard.

Where floor area is 50,000 sq. ft. or more \$45.00/per placard.

The fee for issuing a new placard to  
replace each lost placard shall be \$20.00.

For the purpose of determining the amount of the fee herein required to be paid, every part of a structure separated by dividing walls as required by Chapter 51 shall be considered as a separate building.

43-34. The fee of [forty-one] *forty-five* dollars shall be paid to the Director of Revenue for the approval of plans, and inspection, and test, of any plumbing within any building containing not more than five plumbing fixtures. An additional fee of seven dollars shall be paid for every plumbing fixture in excess of five within such building.

43-34.1. *Plumbing Fixture Replacement.* The fee for the replacement of one to five plumbing fixtures shall be *thirty-five* dollars. An additional fee of five dollars shall be paid for each additional plumbing fixture replaced within the same building.

SECTION 2. This ordinance shall take effect upon passage.

#### Chapter 46.

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

SECTION 1. Chapter 46 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in *italics* as follows:

46-2. The Fire Commissioner, *or the Commissioner of the Department of Inspectional Services,* and his assistants shall make an annual inspection of all theaters, churches, schools, public assembly units, and open air assembly units; and also all buildings over one story in height, except single dwellings, multiple use buildings consisting of business and dwelling units two stories or less in height, and multiple dwellings three stories or less in height, unless such multiple dwellings are lodging or rooming houses with sleeping accommodations for twenty or more persons. It shall be the duty of every owner, agent, lessee, or occupant of any such building and of the person in charge or control of the same to permit the making of such annual inspection by the Fire Commissioner, *or by the Commissioner of the Department of Inspectional Services,* or by a duly authorized [fire] inspector at any time upon demand being duly made.

\* \* \* \* \*

46-6. The fee for annual inspection of buildings, *except public assembly units,* shall be paid to the Director of Revenue and shall be based on the number of square feet of floor area as follows:

For the first 25,000 square feet or fraction thereof \$ 23.00

For each additional 25,000 square feet [ ] or  
fraction thereof 11.50.

*The fee for annual inspection of public assembly units shall be paid to the  
Director of Revenue and shall be based on the number of square feet of floor  
area as follows:*

For the first 25,000 square feet or fraction thereof \$34.00.

*For each additional 25,000 square feet or fraction thereof*

17.00

For the purpose of determining the amount of the fee every part of a building or structure separated by dividing walls as required by the provisions of Chapter 51 of this Code shall be considered as a separate building.

\* \* \* \* \*

46-8. The fee for semi-annual inspection of an iron or steel curtain shall be [forty dollars] \$52.50; for semi-annual inspection of an asbestos curtain, [twelve dollars] \$15.50.

#### Amusement Parks and Devices

46-9. The Fire [c] Commissioner and the Commissioner of Inspectional Services shall inspect, or cause to be inspected, all buildings to be used for purposes of exhibition, amusement, or entertainment, which are attended by the public, that are within or connected with an amusement park, each year before said buildings are open to the public, for the purpose of ascertaining whether they comply with the provisions of this Code and the rules and regulations of the [d] Department of [i] Inspectional [s] Services and [f] Fire [d] Department. The fee for such annual inspection shall be [ten dollars] the same as that charged for an annual inspection of public assembly units under Section 46-6, for each building so inspected.

46-10. The Commissioner of Inspectional Services shall inspect, or cause to be inspected annually and periodically, all amusement riding devices, mechanisms and structures and such other mechanical structural devices or contrivances which will permit the movement of a person by mechanical means in any direction for amusement, where such devices are erected and operated within a building, amusement park, fair or carnival[s] situated on any lot, tract of land or public way, before said device will be opened to the public. [A]The fee for each annual inspection of a mechanical amusement riding device in an amusement park, other than a coin operated riding device, shall be [\$50.00] \$65.50.

\* \* \* \* \*

46-15. The fee for semi-annual inspection of an elevator or manlift, movable stage or orchestra floor or platform lift, dumbwaiter, or escalator shall be:

For an elevator or manlift ten floors or less	\$ [23.00]	30.00
For an elevator or manlift above ten floors but less than 20 floors	[25.00]	33.00
For an elevator or manlift over 20 floors	[30.00]	39.00
Slip stops shall be considered as a floor of the building.		
Escalator	[23.00]	30.00
Dumbwaiter	[23.00]	30.00
Movable stage or orchestra floor	[23.00]	30.00
Platform lift	[23.00]	30.00
Hinged platform lift	[11.00]	15.00.

46-16. The [Fire] Commissioner of Inspectional Services shall inspect, or cause to be inspected, all tiers of seats and grandstands each year before the same are opened to the public for the purpose of ascertaining whether they comply with the provisions of this Code [and the rules and regulations of the Fire Department].

46-17. A fee shall be charged for such annual inspection as follows: where the seating capacity is five thousand or less, [fifteen] *thirty-five* dollars; where the seating capacity is more than five thousand, [thirty-eight] *fifty* dollars.

46-18. It shall be the duty of the Commissioner of Inspectional Services to exercise supervision over all billboards [and] , signboards, *or other outdoor signs* [other than signs and signboards covered by the provisions of Chapter 86.1 of this Code,] erected or being maintained under the building provisions of this Code, and to cause inspection by inspectors in his department of all such billboards [and] , signboards, *or other outdoor signs* to be made once each year and oftener where the condition of such *signs* [boards] so requires.

46-19. Whenever it shall appear to the said Commissioner that any such billboard [or] , signboard, *or other outdoor sign* has been erected in violation of the building provisions of this Code or is in an unsafe condition or has become unstable or insecure, or is in such a condition as to be a menace to the safety or health of the public, he shall thereupon issue, or cause to be issued, a notice in writing to the owner of such billboard [or] , signboard, *or other outdoor sign*, or person in charge, possession or control thereof, if the whereabouts of such person is known, informing such person of the violation of the building provisions of this Code and of the dangerous condition of such billboard [or] , signboard, *or other outdoor sign* and directing him to make such alterations or repairs thereto, as shall be necessary or advisable to place such billboard [or] , signboard, *or other outdoor sign* in a safe, substantial, and secure condition, and to make the same comply with the requirements of the building provisions of this Code within such reasonable time as may be stated in said notice, not exceeding thirty (30) days.

46-20. If the owner or person in charge, possession, or control of any billboard, [or] signboard, *or other outdoor sign* when so notified, shall refuse, fail or neglect to comply with and conform to the requirements of such notice, said billboard, [or] signboard, *or other outdoor sign* shall constitute a public nuisance and the said Commissioner shall, upon the expiration of the time therein mentioned, abate said nuisance by tearing down, or causing to be torn down, such part of such billboard, [or] signboard, *or other outdoor sign* as is constructed and maintained in violation of the building provisions of this Code, and shall charge the expense to the owner or person in possession, charge or control of such billboard, [or] signboard, *or other outdoor sign* and the same shall be recovered from such owner or person by appropriate legal proceedings.

46-21. If the owner of such billboard, [or] signboard, *or other outdoor sign* or the person in charge, possession, or control thereof cannot be found, or his whereabouts cannot be ascertained, the Commissioner shall attach, or cause to be attached to said billboard, [or] signboard, *or other outdoor sign* a notice of the same import as that required to be sent to the owner or person in charge, possession or control thereof, where the owner is known; and if such billboard, [or] signboard, *or other outdoor sign* shall not have been made to conform to the building provisions of this Code and placed in a secure, safe, and substantial condition, in accordance with the requirements of such notice, within thirty days after such notice shall have been attached to such billboard, [or] signboard, *or other outdoor sign* it shall be the duty of the Commissioner of Inspectional Services thereupon to cause such billboard, [or] signboard, *or other outdoor sign* or such portion thereof as is constructed and maintained in violation of the building provisions of this Code to be torn down; provided, however, that nothing herein contained shall prevent the Commissioner of Inspectional Services from adopting such precautionary measures as may be necessary or advisable in case of imminent danger in order to place such billboard, [or] signboard, *or other outdoor sign* in a safe condition, the expense of which shall be charged to and recovered from the owner of such billboard, [or] signboard, *or other outdoor sign* or the person in charge, possession, or control thereof in any appropriate proceedings therefor.

46-22. Every person constructing and erecting billboards, [or] signboards, *or other outdoor signs* shall file with the City Clerk a bond, with sureties to be approved by the Commissioner of Inspectional Services, in the penal sum of twenty-five thousand dollars (\$25,000.00), conditioned that such person shall faithfully comply with all the provisions and requirements of this chapter with respect to the construction, alteration, location, and safety of billboards, [or] signboards, *or other outdoor signs* and for the payment of the inspection fees required by this chapter, and conditioned further to indemnify, save and keep the City and its officials harmless from any claims, damages, liabilities, losses, actions, suits, or judgments which may be presented, sustained, brought or obtained against the City or any of its officials because of the construction, maintenance, alteration or removal of any of the said billboards, [or] signboards, *or other outdoor signs* or by reason of any accidents caused by or resulting therefrom.



46-23. The annual inspection fees for the inspection of billboards, [or] signboards *and other outdoor signs* shall be as follows:

Up to [50] 150 square feet	\$ [1.25]	12.00
[50] 151 to 375 square feet	[2.50]	16.00
For each additional 375 square feet or fractional part thereof	[2.50]	4.00

[provided, however, that where such billboard or signboard does not exceed sixty-five square feet in area and is attached to the surface of a permanent building in accordance with the provisions of that part of Chapter 61 dealing with billboards and signboards and is designed to give publicity to the business carried on within such building, such as the name and address of owner and the nature of business, but in no event to advertise any article manufactured by any other person, and no part of said sign is more than eighteen feet above the average inside grade at the front of the building, no fees for inspection shall be charged, but not more than one sign of sixty-five square feet shall be allowed for each twenty-five lineal feet of frontage, unless the fees for inspection are paid as herein provided; and provided further, that where such billboard or signboard does not exceed twenty square feet in area and is attached to the surface of a permanent building in accordance with the aforesaid provisions of Chapter 61 and is designed to give publicity to some article sold on the premises, and no part of said sign is more than eighteen feet above the average inside grade at the front of the building, no fees for inspection shall be charged; and provided further, that where such billboard or signboard does not exceed twenty-four square feet in area, when attached to the front, sides, or rear walls of any building, so that the flat surface of the same is against the building, or when erected on the ground if not erected nearer than ten feet to any building, structure, other signboard or public sidewalk, which is used to advertise the sale or lease of the property upon which it shall be erected, no fees for inspection shall be charged.]

*Roof signs which are 12 feet or more above the roof and have 60 or more square feet of area per face, add*

\$ 50.00

*Ground signs, the tops of which are more than 24 feet above the surrounding street level or surrounding grade level, whichever is higher, add*

\$ 50.00

46-24. Any person owning, operating, maintaining, or in charge, possession, or control of any building, structure, billboard, [or] signboard, or other outdoor sign within the City, that shall neglect or refuse to comply with the building provisions of this Code, or that erects, constructs, or maintains any billboard, [or] signboard, *or other outdoor sign* which does not comply with the building provisions of this Code, in all cases where no specific penalty is fixed herein, shall be fined not [less than twenty-five dollars nor] more than [two] *five* hundred dollars for each offense; and each day on which any such person shall permit or allow any billboard, [or] signboard, *or other outdoor sign* owned, operated, maintained, or controlled by him to be erected, constructed, or maintained in violation or any of the building provisions of this Code shall constitute a separate and distinct offense.

\* \* \* \* \*

46-30. The Commissioner of Inspectional Services shall make an annual *structural* inspection of canopies and marquees attached to buildings or other structures which shall extend into or over any public way or public place.

46-31. The annual inspection fee to be charged for the inspection of canopies and marquees shall be as follows: where the horizontal projection of the canopy or marquee does not exceed two hundred square feet in area, [ten dollars] \$22.00; and where the horizontal projection of the canopy or marquee exceeds two hundred square feet in area, [fifteen dollars] \$22.00 for the first two hundred square feet, and four dollars additional for each additional fifty square feet in the area of such canopy or marquee.

\* \* \* \* \*

46-36. For each such inspection and certificate a fee of [ten dollars] \$23.00 shall be charged.

\* \* \* \* \*

46-41. The fee for such annual inspection shall be two dollars fifty cents per one thousand cubic feet of air per minute or fractional part thereof of air required by the building provisions of this Code to be circulated for ventilating purposes, including the sum of mechanical supply and exhaust systems; provided, however, that no such charge be less than [ten dollars] \$19.00.

46-42. Every tank or gas holder containing more than twenty-five hundred cubic feet of explosion hazard gases within the City shall be inspected at least once every five years, as required by Chapter 90 under the direction of [a building] *an iron* inspector appointed by the Commissioner of Inspectional Services.

46-43. For every such five-year inspection with a certificate of compliance, a fee of [fifteen] *thirty* dollars shall be charged for each tank or gas holder.

#### OTHER TANKS

46-44. Every tank having a capacity of more than two hundred fifty gallons, and located above the roof or above the floors of any building, or on any other structure, except as provided by Sections 46-37 to 46-39, 46-42 and 46-43, shall be inspected annually by the Commissioner of Inspectional Services as provided by this chapter.

46-45. For every such annual inspection, it shall be the duty of the owner to pay an inspection fee of [seven] *twenty-six* dollars [and seventy-five cents] for each such tank [; provided, however, that for any building required to be inspected annually, the inspection fee for such tank therein or thereon shall be computed as required by Section 46-6 by floor area].

SECTION 2. This ordinance shall take effect ten days after passage and due publication.

#### Chapter 54.

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

SECTION 1. Chapter 54 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

54-15. (a) In every theater, public assembly unit or open air assembly unit and in every room or in any portion of such units which is used as a place of assembly, there shall be conspicuously posted signs indicating the number of persons who may legally occupy such rooms and space. Such signs shall read as follows:

Occupancy by More Than      Persons

Is Dangerous and Unlawful

Commissioner of Inspectional Services, City of Chicago

(b) Such signs shall be furnished by the Department of Inspectional Services and shall be fifteen inches in width by twelve inches in height. The lettering thereon indicating the lawful occupancy shall be of bold gothic type in red on a background of white, shall not be less than one inch in height and the numerals shall be one and one-quarter inches in height, and such lettering and numerals shall be properly spaced to provide good visibility. The fee for each such sign so issued shall be [thirty] *fifty* dollars up to 300 occupants plus [thirty] *fifty* cents for each additional occupant. *Thirty dollars shall be charged for the issuance of each duplicate card[s].*

(c) Such signs shall be illuminated, shall be durable, and shall be substantially secured to wall or partition.

(d) Such sign shall be located at the main entrance to such space or room so as to be conspicuously visible to a person entering such space or room.

SECTION 2. This ordinance shall be effective upon passage.

—  
*Chapter 61.*

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

SECTION 1. Chapter 61 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

61-14. Every tent hereafter erected shall comply with the special provisions of Sections 61-14.1, [and] 61-14.2 *and 61-14.3.*

\* \* \* \* \*

61-14.2 Tents exceeding 120 square feet in area shall be permitted only for use as a meeting place for gatherings for religious services not exceeding 500 persons and shall comply with the following requirements:

- (a) Application for permit shall be accompanied by:
  - (1) A certificate executed by an approved recognized testing laboratory filed with the Commissioner of Inspectional Services certifying that such tent is flame-proofed as evidenced by tests made by such laboratory within thirty days preceding the date of intended use.
  - (2) A plan showing the construction of the tent and the location and width of aisles and exits, the number of rows and the maximum seating capacity in each section.
- (b) Exit facilities shall comply with all applicable requirements for Assembly Units.
- (c) Standard fire extinguishers, as provided in Chapter 90, shall be conspicuously located at each exit.
- (d) Tents shall be located not less than fifty feet from any other building or structure.
- [(e) Permits for tents shall be limited to a period of sixty days.
- (f) Permits for tents shall not be issued without the approval of the alderman of the ward where it is to be located.]

*61-14.3.*

- (a) *Permits for tents shall be limited to a period of sixty days.*
- (b) *Permits for tents shall not be issued without the approval of the alderman of the ward where it is to be located.*
- (c) *The fee for a permit for each tent, as defined in Chapter 61-14.1 and 61-14.2 shall be \$50.00.*

SECTION 2. This ordinance shall take effect upon passage.

—  
*Chapter 80.*

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

SECTION 1. Chapter 80 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

80-24.3. The Commissioner of Inspectional Services shall issue a permit upon the payment of a fee of [thirteen] *twenty-six* dollars for every [domestic gas] water heater to be installed or connected. The receipt for the payment of said fee, together with the approved application, shall constitute the permit required for such installation or connection.

SECTION 2. This ordinance takes effect upon passage.

—  
*Chapter 85.*

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

SECTION 1. Chapter 85 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

85-71.1. [The fees provided for the issuance of a permit for the installation and first inspection of a refrigerating system shall be as follows:

**Multiple Dwelling and Remote System:**

Class B--\$30.00 for each compressor or generator unit and 25 cents for each evaporator.

Class C--\$18.00 for each compressor or generator unit and 25 cents for each evaporator.

Class D--\$12.00 for each compressor or generator unit.

**Commercial and Industrial Systems**

Class A--\$33.50 for each compressor or generator unit.

Class B--\$30.00 for each compressor or generator unit.

Class C--\$19.00 for each compressor or generator unit.

Class D--\$12.00 for each compressor or generator unit.

Class E--\$ 9.50 for each compressor or generator unit with power supplied by a motor larger than one-fourth horsepower.]

*The fees provided for the issuance of a permit for the installation of a refrigerating system shall be as follows:*

*Class A--\$67.00 for each compressor or generator unit.*

*Class B--\$50.00 for each compressor or generator unit.*

*Class C--\$35.00 for each compressor or generator unit.*

*Class D--\$ 25.00 for each compressor or generator unit.*

*Class E--\$15.00 for each compressor or generator unit.*

**Classifications**

*Refrigerating systems shall be classified according to the total weight a refrigerant system can hold and operate properly.*

*Class A system is one containing one thousand pounds or more of refrigerant.*

*Class B system is one containing more than one hundred pounds but less than one thousand pounds of refrigerant.*

*Class C system is one containing more than twenty pounds but not more than one hundred pounds of refrigerant.*

*Class D system is one containing more than six pounds but not more than twenty pounds of refrigerant.*

*Class E system is one containing not more than six pounds of refrigerant.*

85-71.2. [The fee for annual inspection for multiple dwelling and remote refrigerating systems shall be paid to the Director of Revenue as follows:

Class B--\$17.00 for each compressor or generator unit.  
 Class C--\$ 9.00 for each compressor or generator unit.  
 Class D--\$ 6.00 for each compressor or generator unit.

The fee for annual inspection for commercial and industrial refrigerating systems shall be as follows:

\$ 6.00 for each compressor or generator unit of five tons or less capacity.  
 \$12.00 for each compressor or generator unit over five tons and not over 35 tons capacity.  
 \$19.00 for each compressor or generator unit over 35 tons and not over 100 tons capacity.  
 \$23.00 for each compressor or generator unit over 100 tons capacity.

Compressor capacity shall be based on five degrees evaporator temperature and 86 degrees condenser temperature, and compressor displacements shall conform to the following table for refrigerants named:

	Cu. In. per Min. per Ton
Carbon dioxide, CO <sup>2</sup>	1,625
Ammonia NH <sup>3</sup>	6,912
Dichlorodifluoromethane, CCL <sup>2</sup> F <sup>2</sup>	12,528
Methyl chloride, CH <sup>2</sup> CL	13,824
Sulphur dioxide, SO <sup>2</sup>	20,736

The provisions of this section shall not apply to single dwellings nor to multiple dwellings having not more than three apartments.]

*The fees for annual inspections of refrigerating systems shall be as follows:*

*\$12.00 for each compressor or generator unit of 3 tons or less capacity.  
 \$25.00 for each compressor or generator unit over 3 tons and not over 30 tons of capacity.  
 \$30.00 for each compressor or generator unit over 30 tons and not over 100 tons capacity.  
 \$35.00 for each compressor or generator unit over 100 tons and not over 1000 tons capacity.  
 \$50.00 for each compressor or generator unit over 1000 tons capacity.*

*Compressor capacity shall be based on the applicable Air Conditioning and Refrigeration Institute (ARI) published rating for the equipment involved.*

*The provisions of this Section 85-71.2 shall not apply to any system containing less than four pounds of refrigerant.*

SECTION 2. This ordinance shall be effective upon passage.

#### Chapter 86.

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

SECTION 1. Chapter 86 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\*\*\*\*\*

86-22. Applicants shall be not less than twenty-one years of age, and shall have at least two years experience in the installation, alteration, repair, and maintenance of electrical wires, equipment, and apparatus, or an experience equivalent thereto. Applicants shall furnish the names and addresses of former employers, periods of time employed by each and in what capacity.

Such information and all other required relevant information shall be provided upon forms available from the Department of Inspectional Services.

The Department of Inspectional Services shall prepare as many different examinations as are necessary to adequately provide for the number of applicants in different specialties. Each applicant shall be required to answer a reasonable number of questions in writing to indicate that he has sufficient knowledge and technical training to perform the work or to supervise the installation, alteration, repair, or maintenance of electrical wires and apparatus authorized by permits issued by the Commissioner of the Department of Inspectional Services. It shall be the responsibility of the Commissioner to exercise control and supervision of such examinations.

(a). Each applicant shall pay an examination fee of [ten] *seventy* dollars [(\$10.00)] *(\$70.00)* for each examination he takes. Such fee shall be paid to the Director of Revenue through the Department of Inspectional Services prior to the day the examination is taken.

(b). Where the results of the first examination are unfavorable the applicant may reapply for a second examination after thirty (30) days have elapsed. If the results of the second examination are unfavorable, the applicant shall be required to wait a period of six (6) months before reapplication. [A separate fee of ten dollars (\$10.00) shall be paid for each examination.]

\*\*\*\*\*

86-27. No electrical equipment shall be installed or altered except upon a permit first issued by the Department of Inspectional Services authorizing the installation, alteration or repair of electrical equipment.

(a). Where an electrical installation has been started prior to the issuance of a permit for such work, the [normal] permit fee *for such work* [as required by this Code] shall be [increased by] *twice* the amount of [fifteen dollars (\$15.00)] *the normal permit fee prescribed in this Chapter* [,], *but no permit fee shall exceed the normal permit fee for such work, plus \$250.00.*

(b). Where a registered electrical contractor is found doing electrical work without a permit on three separate occasions in one calendar year, a hearing shall be held by the Commissioner of the Department of Inspectional Services at which time the permit privileges of said electrical contractor may be suspended for a period of time not to exceed one year.

\*\*\*\*\*

86-107. [Except in single family dwellings (see 86-111),] [t] The inspection fee [of] *for each nominal [15-ampere and] 20-ampere [, two wire,] or less, branch circuit, including fixtures, sockets or receptacles, [the fees shall be:] shall be \$8.00 per circuit for the first 50 circuits and \$4.00 for each nominal 20-ampere or less, branch circuit thereafter. The inspection fee for 21 to 50 ampere branch circuits shall be \$16.00 per circuit.*

[Circuits]	15 Amperes	20 Amperes
1.	\$ 6.25	\$ 8.50
2.	12.00	16.25
3.	17.00	22.80
4.	22.00	29.40
5.	27.00	36.00
6.	31.25	41.25
7.	35.00	46.90
8.	39.00	51.90
9.	43.00	57.20
10.	47.25	62.50
11.	50.00	66.25
12.	52.25	70.00
13.	55.25	73.75
14.	58.00	77.50
15.	61.00	81.25
16.	63.75	85.00
17.	66.25	88.75
18.	69.00	92.50

[Circuits	15 Amperes	20 Amperes
19.	70.25	96.25
20.	74.75	100.00
21.	77.50	103.50
22.	80.00	106.90
23.	83.00	111.60
24.	85.75	114.10
25.	88.50	117.80
26 to 50 incl.	\$3.00 ea. add'l. cir.	\$3.50 ea. add'l. cir.
51 to 75 incl.	2.50 ea. add'l. cir.	3.25 ea. add'l. cir.
76 to 100 incl.	2.25 ea. add'l. cir.	3.00 ea. add'l. cir.
More than 100	2.00 ea. add'l. cir.	2.90 ea. add'l. cir.]

The inspection fee for a [30] 21-ampere to 50-ampere fixed lighting circuit shall be \$16.00 per circuit [double the amount of a 15-ampere circuit].

[The inspection fee for a 40-ampere fixed lighting circuit shall be double the amount of a 20-ampere circuit.

The inspection fee for a 50-ampere fixed lighting circuit shall be triple the amount of a 15-ampere circuit.]

[86-108. For the inspection of each two-wire branch lighting circuit, including fixtures, sockets or receptacles, the fee shall be as provided in 86-107. For each three wire circuit of nominal 15-ampere or 20-ampere, the fee shall be based on double the number of circuits as provided in 86-107.

For each three phase four wire circuit of capacities of nominal 15-ampere and 20-ampere capacities, the fee shall be three times the number of circuits as provided in 86-107.]

\* \* \* \* \*

[86-110. Inspection fees for rewiring or remodeling existing installations where no new circuits, motors or current consuming devices are being installed shall be computed on a time charge basis at the rate of \$11.00 per hour. The minimum fee shall be \$11.00. These charges shall be as follows:

Load in KW or HP (Change HP to KW)	
1- 10	\$11.00
11- 25	27.50
26- 50	33.00
51-150	38.50
151-250	44.00
251-350	49.50
351-500	55.00]

[86-111. The fees for the inspection of the original installation in a single family residence, including all circuits, fixtures, receptacles and equipment shall be as follows:

Interior floor area used as living space	Amount
0 - 499 square feet	\$ 12.50
500 - 799 square feet	14.50
800 - 1099 square feet	17.00
1100 - 1399 square feet	20.00
1400 - 1699 square feet	23.20
1700 - 1999 square feet	27.00
2000 - 2399 square feet	31.50
2400 square feet and over	36.50]

86-112. The inspection fees for the inspection of each electric motor or current consuming device, other than lighting fixtures, shall be as follows:

One motor or current consuming device	[\$7.50]	\$ 15.00
Each additional motor or current-consuming device	[\$2.50]	\$ 5.00

[Motors of 1/4 horsepower or less on existing circuit to be charged on an equivalent incandescent-lamp basis.]

86-113. Inspections of temporary installations, underground or overhead wires and apparatus, and all other inspections not specifically provided for herein shall be charged [for] at the rate of [eleven] *thirty* dollars per hour or *fraction thereof, per inspector.*

86-114. Inspection fees for the reinspection of any existing, previously approved electrical installation shall be [at the rate of eleven] *thirty* dollars per hour or *fraction thereof, per inspector* and shall be payable by the electrical contractor who subsequently obtains a permit to make the requirement corrections to that electrical installation.

86-115. Where extra inspections are made because of inaccurate or incorrect information, failure to make necessary repairs, or faulty construction, a charge of [eleven] *thirty* dollars per hour or *fraction thereof* shall be made for each such inspection.

86-116. No inspection shall be made for [a less] *an* amount *less* than [eleven] *thirty* dollars.

86-117. The fees for examination of plans shall be [as follows:] \$15.00 per half hour or *fraction thereof per plan examiner.*

[Standard Fire Alarm System	\$ 12.00
Emergency Lighting System	9.00
Switchboard	12.00
Motor Control Center	12.00
Hospital, Complete	25.00
Theater, Complete	20.00]

[All Other @ \$11.00 per hour, minimum one hour.]

86-118. The fees for inspection of the electrical work in connection with displays, exhibitions, carnivals and similar temporary installations shall be *thirty dollars per hour or fraction thereof, per inspector.* [as follows:

Connected loads of less than 10 KW	\$ 12.00
Connected loads of 10 KW to 50 KW	33.75
Connected loads of 51 KW to 100 KW	45.00
Connected loads of 101 KW to 200 KW	50.50
Connected loads of 201 KW to 300 KW	56.25]

[Additional connected loads over 300 KW-\$6.00 for each 200 KW or fraction thereof.]

86-118.1 *Overtime.* The fees for inspection of the electrical work in connection with displays, exhibitions, carnivals and similar temporary installations as described in 86-118, which, by their nature must be inspected during other than normal working hours, shall be double the fees described in 86-118. (Note: Other than normal working hours shall include all Saturdays, Sundays, posted holidays and all weekdays between the hours of 12:00 A.M. and 8:00 A.M. and 4:30 P.M. and 12:00 A.M.)

86-119. The fees for the inspection of electrical [interior] communication systems and burglar alarms shall be as follows:

Low Voltage Burglar Alarms \$30.00 per hour or fraction thereof per inspector]	\$ 11.00]
Aural Communication Systems \$30.00 per hour or fraction thereof per inspector]	\$ 15.00]



Visual Communication Systems \$30.00 per hour or fraction thereof per inspector[ \$ 15.00]

[Master] Antenna Systems \$30.00 per hour or fraction thereof per inspector[ \$ 15.00]

86-120. [Except as is provided in Section 86-111 for single family dwellings, and as is provided in Section 86-116,] [t] The inspection fees for *electrical* services shall be as follows:

[40-ampere (2-wire)	\$ 7.50]	
[50-ampere (2-wire)	7.50]	
[60-ampere (2 or 3 wire)	10.00]	
0 to 100-ampere [(3 or 4 wire)]	[12.50]	\$30.00
101-200-ampere [(3 or 4 wire)]	[15.00]	\$40.00
201-[300]400-ampere [(3 or 4 wire)]	[17.50]	\$45.00
[301-400-ampere (3 or 4 wire)	20.00]	
401-600-ampere [(3 or 4 wire)]	[22.50]	\$50.00
[601-800-ampere (3 or 4 wire)	25.00]	
[801] 601-1000-ampere [(3 or 4 wire)]	[27.50]	\$60.00

Fees for services in excess of 1000 amperes shall be computed on the basis of the rating of the service disconnects installed, prorated according to the schedule above and shall include feeders, risers and all wiring and equipment up to the branch circuit distribution panels or motor power panels or control centers.

Fees for the inspection of vaults, *except for utility vaults*, shall be [11.00] \$30.00 for each vault.

\* \* \* \* \*

#### VIOLATION OF CHAPTER PROVISIONS

86-123. Any person who violates any of the provisions of this chapter, or who maintains any electrical wiring and apparatus found to be dangerous to life and property, shall be fined not more than [two] *five* hundred dollars for each offense. Each day such violation shall continue shall constitute a separate and distinct offense, and so much of any electrical installation as may be erected or altered and maintained in violation of this chapter shall be condemned and the Commissioner of the Department of Inspectional Services is hereby empowered to cut off and discontinue current to such electrical wires and apparatus.

SECTION 2. This ordinance shall take effect thirty days after passage and due publication.

#### Chapter 86.1.

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

SECTION 1. Chapter 86.1 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in *italics* as follows:

\* \* \* \* \*

86.1-12. Restricted Locations. [In general] [t] The provisions of the Comprehensive Zoning Ordinances *shall* regulate the type and size and the permissibility of signs[, signboards] and *their supporting* structures. [In addition thereto the following restrictions shall apply:

- (a) No sign shall be erected upon or project more than 12 inches over Michigan Ave., between Roosevelt Rd., and Oak St., and Lake Shore Drive between Randolph St., and Hollywood Ave.
- (b) No advertising shall be permitted within 400 feet of:

- (1) All public parks of 10 or more acres in area.
- (2) All expressways and tollroads.
- (3) Lake Shore Drive.
- (4) Any portion of the comprehensive superhighway system of the City of Chicago approved by the City Council.
- (5) Such other parks and streets or portions thereof as the City Council shall designate.

The designated 400 feet shall be measured from the center lines of such streets bounding public parks, or the boundary lines of such parks, or roads, whichever applies.]

\* \* \* \* \*

86.1-13. Permit Fees. [The original permit fee shall cover one year. Subsequent annual reinspection fees shall be the same as the original permit fee.] *The original permit fee shall cover the first annual inspection fee. Subsequent annual inspections shall be subject to the annual inspection fee stated in Section 86.1-13.3.* Permit fees shall be computed as follows:

- (a) Electric or illuminated signs projecting over the public way[,] - \$16.00 per sign, plus \$0.50 per square foot of area of each face. The area of [skeleton letters] *an irregular shaped sign* shall be computed [as that] *by using the area* [within] of the outer perimeter design of the sign [letters]. [No fee shall be less than \$7.50.]
- (b) Electric or illuminated signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs and illuminated signboards - \$16.00 per sign.

[25 nominal 50 watt or 50 volt-ampere lamps or less, \$7.50, plus

\$0.20 for each of the next 25 lamps, plus

\$0.17 for each of the next 25 lamps, plus

\$0.15 for each of the next 25 lamps, plus

\$0.12 for each of the next 100 lamps, plus

\$0.11 for each of the next 100 lamps, plus

\$0.10 for each additional lamp over 300.

Fees, if lamps are other than 50 watts, 50-volt-ampere rating, shall be based on the total connected load reduced to 50-volt-ampere units and the above schedule applied.]

- (c) *Electric or illuminated [R]roof signs*, same as (b) plus \$50.00 for the first] - \$24.00 per sign, plus for each sign over 500 square feet [plus \$0.12] \$.25 per square foot for each square foot over 500. *The [F] fee shall be computed on the actual area of the display surface. [Roof signs which are less than 12 feet above the roof and have less than 60 square feet area per face will not be required to pay this structure fee, but shall pay fees as computed in subsection (b).]*
- (d) *Electric or illuminated [G] ground signs*, any part of which projects over the public way - [shall pay] fees shall be the same as computed for projecting signs as specified in subsection (a).

*Electric or illuminated [G] ground signs*, entirely over private property - \$16.00 per sign. [less than 24 feet above surrounding street level or surrounding grade level whichever is higher shall pay fees as listed in subsection (b).]

[Ground signs the top of which is more than 24 feet, above surrounding street level or surrounding grade level, whichever is higher, as indicated in subsection (b) plus the structure fees indicated in subsection (c).]

- (e) Permits issued for the reerection or alteration of any electric sign, illumination of signboards or illumination of flat or wall signs [shall be \$7.50] -*\$16.00 per sign.* [The fees for permits issued for illuminated signs to be erected for a period of not to exceed thirty days shall be 1/4 of the annual sign fee. No fee shall be less than \$7.50. The fee for cancellation of any permit shall be \$7.50 and shall be deducted before the remaining amount is refunded.]
- (f) *Permits issued for electric or illuminated signs to be erected for a period not to exceed 60 days - 1/2 of the sign permit fee. No fee shall be less than \$8.00.*
- (g) *The fee for cancellation of any sign permit shall be \$8.00 and shall be deducted before the remaining amount is refunded.*

*86.1-13.1. Sign Plan Examination Fees. The fee for the examination of sign plans shall be \$15.00 per one-half hour or fraction thereof.*

*86.1-13.2. Annual Inspection Required. The Commissioner of Inspectional Services shall make an annual inspection of all electric or illuminated signs projecting over the public way,*

*electric or illuminated signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs, illuminated signboards, electric or illuminated roof signs and electric or illuminated ground signs.*

*86.1-13.3. Annual Inspection Fees. The annual inspection fee to be charged for the signs in Section 86.1-13.2 shall be as follows:*

- (a) Electric or illuminated signs projecting over the public way - \$16.00 per sign, plus \$0.50 square foot of area of each face. The area of irregular shaped signs shall be computed using the area of the outer perimeter design of the signs.*
- (b) Electric or illuminated signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs and illuminated signboards - \$16.00 per sign.*
- (c) Electric or illuminated roof signs - \$24.00 per sign, plus for each sign over 500 square feet \$0.25 per square foot for each square foot over 500. The fee shall be computed on the actual area of display surface.*
- (d) Electric or illuminated ground signs, any part of which projects over the public way - the fees shall be the same as computed for projecting signs in subsection (a).*

*Electric or illuminated ground signs entirely over private property - \$16.00 per sign.*

\*\*\*\*\*

*86.1-25. Any person erecting, owning, operating, maintaining or in charge, possession or control or any electric or illuminated sign, illuminated painted wall sign, [or] illuminated signboard, [or] electric or illuminated roof sign or its supporting structure, within the City, that shall neglect or refuse to comply with the provisions of this Code, in all cases where no specific penalty is fixed therein, shall be fined [not less than five dollars and] not more than [two] five hundred dollars [(\$200.00)] for each offense; and each sign [or illuminated signboard or roof sign] or structure owned, operated, and maintained or controlled by him to be erected, constructed or maintained in violation of any of the provisions of this Code shall constitute a separate and distinct violation.*

SECTION 2. This ordinance shall take effect ten days after passage and due publication.

#### Chapter 151.

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

SECTION 1. Chapter 151 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\*\*\*\*\*

151-5. The fee for the examination for the mason contractor's license [(2 sittings)] shall be [twenty-five] *ninety-five* dollars. [The fee for such re-examination shall be twenty-five dollars.] The license fee for such mason contractor shall be five hundred dollars and thereafter the annual renewal fee for such license shall be one hundred dollars. In addition to the renewal fee, the fee for reinstatement of a lapsed license shall be Fifty dollars for each lapsed year. All fees received for said examinations and licenses shall be paid to the Department of Revenue.

SECTION 2. This ordinance shall take effect upon passage.

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*Chapter 155.*

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

SECTION 1. Chapter 155 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

155-11. Each person who has qualified to take the examination [(3 sittings)] for which provision is herein made, shall, before taking such examination, pay to the Director of Revenue the sum of [One Hundred Twenty-five] *One Hundred* dollars, which sum shall, in the event that such person passes the examination, entitle the applicant to such license upon proper certification by said Commissioner of Inspectional Services, and shall constitute the first license fee for the applicant. After the first year provided for herein, the annual license fee shall be Thirty-five dollars.

SECTION 2. This ordinance shall be effective upon passage.

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*Chapter 162.*

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

SECTION 1. Chapter 162 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

162-18. (1) The fee for the examination for a plumber's license [(two sittings)] shall be [\$50.00] *\$110.00*. [The fee for re-examination for a plumber's license (two sittings) shall be \$50.00.]

SECTION 2. This ordinance shall be effective upon passage.

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*Chapter 174.*

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

SECTION 1. Chapter 174 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

174-6. The fee for the examination for an engineer's license [(two sittings)] shall be [\$12.50] *\$70.00*. [The fee for re-examination for an engineer's license (two sittings) shall be \$12.50.]

SECTION 2. This ordinance shall be effective upon passage.

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*Chapter 175.*

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

SECTION 1. Chapter 175 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

175-5. The fee for such examination, including the first year's license fee, shall be [One Hundred] *One Hundred Thirty* dollars, and thereafter the annual renewal license fee shall be Fifty dollars.

All fees provided for in this chapter shall be paid to the Director of Revenue.

SECTION 2. This ordinance shall take effect upon passage.

*Failed to Pass--*PROPOSED ORDINANCE TO AUTHORIZE CERTAIN  
ACTIONS FOR PRESERVATION OF CHICAGO THEATRE LOCATED  
AT 175 N. STATE ST. AND PAGE BROTHERS BUILDING  
LOCATED AT 177-191 N. STATE ST. AS HISTORICAL,  
ARCHITECTURAL LANDMARKS IN CITY.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of June 6, 1984, pages 7092 and 7094-7097, recommending that the City Council pass a proposed ordinance to authorize certain actions for preservation of the Chicago Theatre and the Page Brothers Building as historical, architectural landmarks in the City.

Alderman Bloom presented the following amendment to the said proposed ordinance:

Sections 3, 4 and 5 are deleted in their entirety and the following language is substituted in their place:

SECTION 3. The City Council reaffirms the findings and statement made by it on January 8, 1983, when it passed two ordinances designating the Landmark Properties as Chicago Landmarks. The City Council by this Ordinance again finds the Landmark Properties have a special interest and value to the City and the people of Chicago and should be preserved and except as provided in Section 4(B) and Section 5 of this Ordinance, the Landmark Properties shall not be demolished and that a demolition permit should not be issued.

SECTION 4. (A) The City Council hereby directs Commissioner of the Department of Planning to agree with the Owner of the Landmark Properties, Plitt Theaters, Inc. ("Plitt"), on the selection of the two real estate appraisers, who shall make appraisals of the Landmark Properties and of the real property currently owned by the City of Chicago and bounded by Wacker Drive, Clark Street, Lake Street, and Dearborn Street, legally described on Exhibit C hereto (the "Exchange Property"). The appraisals, the cost of which shall be borne equally by Plitt and the City of Chicago, shall be submitted to the City Council and to the Commissioner of the Department of Planning within 45 days of the effective date of this Ordinance. On receipt of the appraisals, the Commissioner of the Department of Planning shall negotiate on behalf of the City of Chicago with Plitt for an agreement (the "Development Agreement") embodying the terms and conditions of the exchange. The Development Agreement shall provide, among other things, for the amount and interests in property to be exchanged; the consideration to be paid by Plitt to the City in addition to the Exchange Property; the timing of such exchange; the description, nature and timing of the owner's development of the Exchange Property; the proposed development's consistency with approved plans for the North Loop; and the protection and security for the proposed tax increment financing bonds to be issued implementing North Loop development plans.

The Commissioner shall submit to the City Council a Development Agreement within 120 days of the effective date of this ordinance. The said Development Agreement is subject to approval by the City Council.

(B) In the event the Commissioner of the Department of Planning is unable to negotiate a Development Agreement within 120 days from the effective date of this ordinance, said Commissioner shall obtain within the said 120-day period a firm commitment subject to such limits, terms and conditions as may be agreed, from a private person or persons to fund not less than 75% of the condemnation award. Then and in that event only, the Corporation Counsel is directed to institute eminent domain proceedings to acquire the Landmark Properties.

SECTION 5. In the event that neither the Development Agreement nor a firm commitment from a private person or persons to fund the condemnation award for not less than 75% is obtained in the said 120 days, the Commissioner of the Department of Planning shall take one of the following actions:

1. Issue a directive to the Commissioner of the Department of Inspectional Services to issue a permit to demolish the Landmark Properties. In such event, the Commissioner of the Department of Inspectional Services must issue such permit promptly upon Plitt's request, subject to the laws and regulations of general application concerning the protection of the public; or

2. Refer the matter to the City Council Committee on Finance. In such event the City Council must take such action to grant or deny the demolition permits within thirty days of such referral.

On motion of Alderman Burke the foregoing proposed amendment *Failed to Pass* by yeas and nays, as follows:

*Yeas*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--21.

*Nays*--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Hansen, McLaughlin, Orbach, Shulter, Stone--27.

Alderman Burke then moved to *Recess* for five minutes. The motion *Prevailed*.

After five minutes Mayor Washington called the City Council to order.

Thereupon, Alderman Burke moved to pass said proposed ordinance. The motion *Failed to Pass*, a two-thirds majority vote needed to transmit property. The yeas and nays were as follows:

*Yeas*--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Stemberk, Krystyniak, Marzullo, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone--28.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Orr--19.

The following is said ordinance which failed to pass:

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

SECTION 1. The City Council of the City of Chicago (the "City Council") has reviewed the transcript of the hearings conducted March 22, 23, and 26, 1984, and the April 9, 1984 recommendation by the Commission on Chicago Historical and Architectural Landmarks (the "Commission on Landmarks") regarding the application for a demolition permit to demolish the Chicago Theater, 175 North State Street, legally described on Exhibit A hereto, and the Page Brothers Building, 177-91 North State Street, legally described on Exhibit B hereto (collectively referred to herein as the "Landmark Properties"), and has also reviewed the transcript of the hearing conducted by the Committee on Finance of the City Council on April 24, 1984.

SECTION 2. The actions authorized in this ordinance are taken pursuant to and in compliance with Chapter 21, Section 21-64.1 (g) of the Municipal Code of Chicago and Section 11-48.2-2 of the Illinois Municipal Code.

SECTION 3. The City Council reaffirms the findings and statements made by it on January 28, 1983, when it passed two ordinances designating the Landmark Properties as Chicago Landmarks. The City Council by this ordinance again finds the Landmark Properties have a special interest and value to the City and people of Chicago and should be preserved and not demolished and that a demolition permit should not be issued.

SECTION 4. The City Council hereby directs the owner of the Landmark Properties, Plitt Theaters, Inc. ("Plitt"), and the Commissioner of the Department of Planning to agree on the selection of two real estate appraisers, who shall make appraisals of the Landmark Properties and of the real property currently owned by the City of Chicago and bounded by Wacker Drive, Clark Street, Lake Street, and Dearborn Street, legally described on Exhibit C hereto. The appraisals, the cost of which shall be borne equally by Plitt and the City of Chicago, shall be submitted to the City Council and to the Commissioner of the Department of Planning within 45 days of the effective date of this ordinance. On receipt of the appraisals, the Commissioner of the Department of Planning, on behalf of the City of Chicago, shall offer to exchange with Plitt the real property described in Exhibit C hereto for the Landmark Properties. The written acceptance by Plitt of this offer shall constitute a valid and binding agreement between the City of Chicago and Plitt. Such exchange shall be subject to the execution of a development agreement (the "Development Agreement"), approved by the City Council, between the City and Plitt within 120 days of the effective date of this ordinance. The Development Agreement shall take into consideration the appraised values of the Landmark Properties and the real property described in Exhibit C hereto and shall provide for monetary or other compensation to equalize the value of the properties being exchanged. The Development Agreement shall be subject to the guidelines for North Loop Development, which guidelines have been heretofore approved by the City Council and the Department of Planning.

SECTION 5. In the event the Development Agreement is not consummated in accordance with Section 4 above, then the Corporation Counsel is directed to make a bona fide offer to Plitt for the Landmark Properties. If a negotiated settlement is not effected within 30 days thereafter, then the Corporation Counsel is directed to institute eminent domain proceedings to acquire the Landmark Properties.

SECTION 6. If Plitt accepts the offer to exchange property pursuant to Section 4 above, immediately following acceptance the City shall issue a Request for Proposals requiring that a plan of development (the "RFP Plans"), is further described in Subsection (b) of Section 7, for the Landmark Properties be submitted to the City within 60 days. Within 15 days after the submission of the RFP Plans, the Commissioner of the Department of Planning shall review and make a written report to the City Council on all such RFP Plans. Within 30 days of receipt of the written report of the Commissioner of the Department of Planning, the City Council shall select from among the RFP Plans a person or entity desiring to purchase the Landmark Properties from the City (such purchasers are hereinafter referred to as the "Developer") and desiring to enter into a redevelopment agreement (the "Redevelopment Agreement") between the City of Chicago and such Developer.

SECTION 7. The Redevelopment Agreement shall contain the following terms and conditions:

(a) The Landmark Properties designated as Chicago Landmarks by ordinance enacted January 28, 1983, shall be preserved, protected, enhanced and perpetuated. Any proposed work upon or affecting said buildings as landmarks shall be subject to the approval of the Commission on Landmarks pursuant to Chapter 21, Sections 21-62 through 21-64.3 of the Municipal Code of Chicago.

(b) The Redevelopment Agreement shall contain a plan of development for the Landmark Properties (the "Plan of Development"). The Plan of Development shall describe the proposed uses for the Landmark Properties, the proposed construction and renovation plans, the proposed modifications to the landmarks, the schedule for implementing such plans, the methods of financing such plan, the proposed public and private contributions to such plans and other details necessary to describe the proposed uses, construction and financing of these properties. The Redevelopment Agreement shall also provide a mechanism for assuring that all preservation, rehabilitation and restoration shall be done in accordance with standards and methods approved by the Commission on Landmarks and that the funds so provided are used for such purpose.

(c) The City of Chicago shall apply for and use its best efforts to obtain an Urban Development Action Grant from the United States Department of Housing and Urban Development to provide funds to be loaned to the Developer for the purpose of rehabilitating and improving the Landmark Properties. The amount of and terms of said Urban Development Action Grant loan shall be as approved by the City Council.

(d) The City of Chicago shall agree to the provision of funds to the Developer through issuance of industrial revenue bonds in the amount and under terms approved by the City Council pursuant to the recommendations of the Commissioner of the Department of Planning and the Commissioner of the Department of Economic Development.

(e) If funds shall become available through tax increment financing of the North Loop development then certain of such funds shall be used for the rehabilitation, restoration or refurbishment of the Landmark Properties, including public and private areas and mechanical systems, the adaptation of the auditorium and stage for live performances and the accommodation of the backstage area of the Chicago Theater for such live performances.

(f) The City of Chicago shall vacate the northerly portion of Benton Place adjacent to the Chicago Theater and convey the vacated portion of the street to the Developer if found necessary by the Corporate Authorities. The Redevelopment Agreement may permit the vacation of the northerly portion of Benton Place and its conveyance to the Developer for any purpose necessary to the Plan of Development. The Redevelopment Agreement may provide that the northerly 15 feet of Benton Place may be vacated or that the northerly 20 feet of Benton Place may be vacated with the reservation of a permanent easement for street purposes of the southerly 5 feet of the northerly 20 feet of Benton Place.

(g) The City shall accept a preservation easement. The Developer may donate to the City and the City shall accept an interest in the Landmark Properties in the nature of a preservation easement. Such preservation easement will give the City the right to preserve the Chicago Theater and the cast-iron facade of the Page Brothers Building. The preservation easement shall provide that these features shall be preserved in perpetuity and that no alteration of such features may occur without the permission of the Commission on Landmarks.

(h) The City will assist the Developer to obtain a reduction in the assessed valuation for the Landmark Properties for the purpose of real estate taxes. The Redevelopment Agreement may contain a commitment by the City of Chicago to use its best efforts to facilitate and assist the Developer in obtaining from the Cook County Assessor a reduction in the assessed valuation of the property by reason of encumbrances placed upon the property through the preservation easement or by reason of the status of the buildings as Chicago Landmarks.

(i) The City will assist the Developer in obtaining an investment tax credit. The Redevelopment Agreement may commit the City to use its best efforts to facilitate and assist the Developer in obtaining with respect to its federal income tax an investment tax credit for the value of the certified rehabilitation work performed on the Landmark Properties.

(j) The Redevelopment Agreement may contain all of the items of assistance described in paragraphs (c) through (i) of this Section 7 or as many thereof as the City and the Developer may agree are appropriate for the Plan of Development.

(k) The Redevelopment Agreement shall be contingent upon the execution of the Development Agreement set forth in Section 4 above. The Redevelopment Agreement shall be approved by the City Council.

SECTION 8. The Commissioner of the Department of Economic Development is directed to initiate within 30 days of the execution of the Redevelopment Agreement all actions reasonable and necessary to enable a Developer to obtain industrial revenue bond financing for the proposed Plan of Development. Such action may include without limitation, assistance in making applications, other technical advice and consultation and assistance and the execution of a Memorandum of Agreement between the City of Chicago and the Developer, attached hereto as Exhibit D. In adopting this ordinance, the City Council intends to take "official action", within the meaning of Section 1.103-8(a)(5) of the Internal Revenue Service regulations pertaining to industrial development bonds referred to in this ordinance and the Memorandum of Agreement. The Memorandum of Agreement shall be executed by the City and the Developer.



SECTION 9. The Commissioner of the Department of Planning is directed to initiate action within 30 days following the execution of the Redevelopment Agreement to apply to the United States Department of Housing and Urban Development for an Urban Development Action Grant loan not to exceed in the maximum permissible amount for the purpose of the uses provided in this ordinance.

SECTION 10. The Superintendent of the Bureau of Maps and Plats of the Department of Public Works is directed to initiate action within 30 days of passage of this ordinance to prepare a proposed ordinance providing for the vacation of the northerly portion of Benton Place and conveyance of the same to the Developer, such conveyance to be consistent with and for the purposes of the Redevelopment Agreement and paragraph (f) of Section 7 of this ordinance.

SECTION 11. This ordinance shall take effect upon its due passage and publication.

Exhibits attached to this ordinance read as follows:

Exhibit A.

The South 60 feet of Lots 1, 2, and 3 and all of lots 4, 5, 6, 7, 8, 9, and 10 in Block 9 of Fort Dearborn Addition to Chicago in the Southwest Quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit B.

Lots 1, 2, and 3 in Block 9 in the Fort Dearborn Addition to Chicago (except the South 60 feet of each of said Lots) in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit C.

A tract of land consisting of a part of Block 17 in Assessor's Division of original town of Chicago in the East part of the S.E. 1/4 of Section 9, Township 39 North, Range 14 in the City of Chicago, County of Cook, State of Illinois and bounded as follows:

Beginning at the intersection of the east line of Clark Street and the north line of Lake Street; thence north along the east line of Clark Street to its intersection with the south line of Wacker Drive; thence east along said south line to its intersection with the west line of Garvey Court; thence south along said west line to the south line of Haddock Place; thence east along said south line to the west line of Dearborn Street; thence south along said west line to the north line of Lake Street; thence west along said north line to the place of beginning.

Note: Present plans contemplate the sale of air rights only over Garvey Court and the adjacent parcel owned and used by the Greyhound Bus Co., and this legal description does not provide for such limitation.

Exhibit D.

Memorandum of Agreement.

This Memorandum of Agreement is between the City of Chicago, Illinois (the "Issuer") and \_\_\_\_\_ (the "Company").

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

(a) The Issuer is authorized to issue its industrial development bonds to finance the cost of design, acquisition, construction and equipping of certain facilities known as the Chicago Theater and the Page Brothers Building.

(b) The Company desires to design, acquire, construct and equip certain facilities at the Chicago Theater and Page Brothers Building (the "Project") which are expected to cost not exceeding \$20,000,000. The Company has requested the Issuer to assist the Company in financing the cost of the Project (including reimbursements of costs incurred prior to the issuance of the bonds) by issuing its industrial development revenue bonds.

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

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

(e) Subject to due compliance with all requirements of law, by virtue of such authority as may now or hereafter be conferred on the Issuer, and subject to receipt of adequate assurance from the Company that there are one or more purchasers for the bonds, the Issuer will issue and sell its revenue bonds in an amount of not exceeding \$10,000,000 to pay the costs of the Project.

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

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

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

(c) The obligation of the Issuer to proceed is subject to approval by it and by its attorneys of all appropriate documents, and to requirements of State and Federal laws.

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

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

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

4. General Provisions. All commitments of the Issuer under paragraph 2 hereof and of the Company under paragraph 3 hereof are subject to the conditions that on or before 365 days from the date hereof (or such other dates as shall be mutually satisfactory to the Issuer and the Company), the Issuer and the Company shall have agreed to mutually acceptable terms and conditions of the instruments referred to in paragraphs 2 and 3 and of the bonds and other instruments or proceedings relating to the bonds. In the event that the Issuer and the Company do not agree to such mutually acceptable terms and conditions, or in the event that bonds are not issued hereunder, neither party shall be bound or obligated to perform any action under the terms of this Memorandum of Agreement, provided, however, that the Company shall be obligated to pay all out of pocket costs reasonably incurred by Issuer in connection with this Memorandum of Agreement.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

[Signature forms omitted for printing purposes.]

# MISCELLANEOUS BUSINESS.

## *Committee Discharged--On Proposed Ordinance to Prohibit Persons from Performing in Certain Public Areas.*

Alderman Natarus moved to *Suspend the Rules Temporarily* for the purpose of discharging the Committee on Streets and Alleys from further consideration of a proposed ordinance referred to the Committee on June 20, 1984, prohibiting persons from performing in certain public areas. The motion *Prevailed*.

Alderman Natarus then moved to *Discharge* the Committee on Streets and Alleys from further consideration of the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Bloom, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, W. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--37.

*Nays*--Aldermen Rush, Evans, Beavers, Majerczyk, Langford, Smith, D. Davis--7.

Thereupon, on motion of Alderman Natarus the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays*--None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 36.1-7 of the Municipal Code of the City of Chicago, no person shall perform in the following public areas:

North Michigan Avenue, both sides, from the Chicago River to Oak Street.

East Pearson Street, both sides, from North Seneca Street to North Michigan Avenue.

East Chestnut Street, both sides, from North Seneca Street to North Michigan Street.

East Delaware Place, both sides, from North Michigan Avenue to North Seneca Street.

East Walton Place, both sides, from North Seneca Street to North Michigan Avenue.

North Rush Street, both sides, from East Delaware Place to Cedar Street.

North State Street, both sides, from Oak Street to Division Street.

Division Street, both sides, from Dearborn Street to State Street.

Mariano Park, also known as Green Bay Square.

Bellevue Place, both sides, from Rush Street to State Street.

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

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**Presence of Visitors Noted.**

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

12 students in the Youth Exchange Program from Germany, accompanied by Mr. Fred Licherman.

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**Time Fixed for Next Succeeding Regular Meeting.**

Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Monday, the ninth (9th) day of July, 1984, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the sixth (6th) day of September, 1984, at 10:00 A.M., in the Council Chamber in the City Hall.

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

Alderman Evans moved to amend the foregoing ordinance by deleting the words "Thursday, the sixth (6th) day of September" and inserting "Monday, the twenty-third (23rd) day of July" in lieu thereof.

Alderman Vrdolyak moved to *Lay the Amendment on the Table*. The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Stemberk, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Stone--27.

*Nays*--Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Oberman, Volini, Orr--16.

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

*Yeas*--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--50.

*Nays*--None.

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

## ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, September 6, 1984, at 10:00 A.M., in the Council Chamber in the City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski". The signature is written in dark ink and is positioned above the printed name of the City Clerk.

WALTER S. KOZUBOWSKI,  
*City Clerk.*