

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

**COPY**



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

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**Regular Meeting—Tuesday, November 26, 1985**

**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**

ALDERMAN EUGENE SAWYER, PRESIDENT PRO TEM.  
IN CHAIR.

In the absence of Honorable Harold Washington, Mayor, Alderman Eugene Sawyer, President Pro Tem., assumed the Chair.

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**Attendance at Meeting.**

Present -- President Pro Tem., Eugene Sawyer and Aldermen Roti, Rush, Tillman, Evans, Bloom, 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, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent -- Alderman Frost.

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**Call to Order.**

On Tuesday, November 26, 1985 at 11:38 A.M. (the hour appointed for the meeting was 10:00 A.M.) Alderman Eugene Sawyer, President Pro Tem., called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, 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, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Quorum present.

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**Invocation.**

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

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**REPORTS AND COMMUNICATIONS  
FROM CITY OFFICERS.**

Referred -- TRANSFER OF FUNDS FROM CITY SURPLUS  
ACCOUNTS TO SPECIFIC CITY CAPITAL  
IMPROVEMENTS.

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

November 26, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Public Building Commission of Chicago, I transmit herewith an ordinance to effect fund transfers from City Surplus Accounts to specific City Capital Improvements as listed therein.

Your favorable consideration of this ordinance will be appreciated.

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

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Referred -- ANNUAL APPROPRIATION ORDINANCE FOR  
YEAR 1986.

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

November 26, 1985.

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

LADIES AND GENTLEMEN -- I transmit herewith proposed language for the Annual Appropriation Ordinance of the City of Chicago for the Year 1986.

Your favorable consideration of this ordinance will be appreciated.

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

11/26/85

COMMUNICATIONS, ETC.

22863

*Referred* -- AUTHORIZATION FOR ISSUANCE OF CITY OF  
CHICAGO WATER REVENUE BONDS, REFUNDING  
AND IMPROVEMENT SERIES 1985.

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

November 26, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance to authorize the issuance of City of Chicago Water Revenue Bonds, Refunding and Improvement Series 1985, in an amount not to exceed \$80,000,000.

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 In City Clerk's Office.**

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

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

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

[Voucher payments printed on page 22864 of this Journal.]

## PERSONAL SERVICES PAID BY VOUCHER FOR OCTOBER 1985

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		OCTOBER, 1985
Karen Epps	10104 S. Lowe	Consumer Services	Farmers' Mkt. Asst. Mgr.	100	4.50	p/h	117.00
Christina King	3517 S. Michigan	"	" " " "	"	5.00	p/h	140.00
Brian Miceli	4418 W. Wilson	"	" " " "	"	4.50	p/h	126.00
Lloyd F. Miller	809 E. 101 st.	"	" " " "	"	4.50	p/h	126.00
Kenneth Rawls	3427 S. Prairie	"	" " " "	"	4.60	p/h	105.75
Michael Reinbert	4739 W. Monroe	"	Consumer Service Aide	"	7.50	p/h	1,155.00
Eric Smith	731 E. 101	"	Farmers' Mkt. Asst. Mgr.	"	4.50	p/h	126.00
John J. Barrett	6859 W. Foster	Fire	Fireman	"	438.12	Settlement	430.12
Randy Clay	3027 N. Troy	"	"	"	403.96	"	403.96
Lester Driscoll	6059 N. Tripp	"	"	"	6,014.40	"	6,014.40
Arthur J. Fischer	5923 W. 64th	"	"	"	423.36	"	423.36
James Galvin M.	525 W. 46th	"	"	"	438.12	"	438.12
Kenneth Gilbertsen	9916 S. Oakley	"	"	"	16.08	"	16.08
Leroy Kelly	3449 N. Kilpatrick	"	"	"	7,772.00	"	7,772.00
Milan Mitrovic	5459 N. Lanon	"	"	"	272.64	"	272.64
Hilery O'Shaughnessy	3037 S. Quinn	"	"	"	464.76	"	464.76
Edward Restivo	4523 N. Keokuk	"	"	"	7,004.20	"	7,004.20
Chester Ryhak	6348 S. Central	"	"	"	7,229.60	"	7,229.60
Robert Scarpaci	6259 W. 59	"	"	"	5,913.95	"	5,913.95
Richard Stankus	7125 S. Spaulding	"	"	"	543.70	"	543.70
Leonard Waitches	5840 S. Stoney Island	Inspectional Services	N/A	"	20,000.00		20,000.00
Wilfredo Cruz	4311 W. Hirsch	Mayor's Ofc.	Professional Services	"	1,739.18		1,739.18
Michael Rivera	2739 N. Troy	Police	Policeman	"	16,988.46	B/P	16,988.46
Earl Severin	5101 N. East River Rd.	"	"	"	13,231.17		13,231.17

**City Council Informed As To Certain Actions Taken.****PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on November 20, 1985, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 26, 1985, 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 November 20, 1986, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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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:

**Referred -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.**

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

MCL Development Corporation -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

West Belden Avenue; North Lakewood Avenue; a line 193.51 feet south of and parallel to West Belden Avenue; and a line 82.79 feet west of and parallel to North Lakewood Avenue;

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

a line 193.51 feet south of and parallel to West Belden Avenue; North Lakewood Avenue; West Webster Avenue; and a line 83.90 feet west of and parallel to North Lakewood Avenue;

Kevin J. Rielly -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 7-G bounded by

West Wrightwood Avenue; a line 770 feet west of and parallel to the alley next west of and parallel to North Halsted Street; the alley next south of and parallel to West Wrightwood Avenue; and a line 931.38 feet west of and parallel to the alley next west of and parallel to North Halsted Street;

John D. Terzakis -- to classify as a B2-1 Restricted Retail District instead of B1-2 Local Retail and R3 General Residence Districts the area shown on Map No. 8-F bounded by

West 31st Street; South Emerald Avenue; a line 200 feet south of and parallel to West 31st Street; the alley next west of and parallel to South Emerald Avenue; a line 100 feet south of and parallel to West 31st Street; South Halsted Street; and West 31st Street.

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Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Continental Air Lines, Inc., Crooms Zora and Barbara Connelly, Curry Charles;

Gilbert Louise;

Herron Ollie, Hill Bennie;

Kaufman Albert;

Memon Abdul K., Morrison Vince;

N & R Electric;

Rice Booker T., Robertson John D.;

Skotzko Gerald;

Taylor Walter, Trowbridge Kristin Anne, 2329 Corp.;

Watt J. C., Wismont Kasimir.

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*Referred* -- REQUEST FOR VACATION OF PORTION OF  
SOUTH SHIELDS AVENUE.

Also, a communication from the United States Postal Service requesting the preparation of an ordinance to vacate a portion of South Shields Avenue near the United States downtown Central Regional Office, which was *Referred to the Committee on Streets and Alleys*.

## REPORTS OF COMMITTEES.

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### COMMITTEE ON FINANCE.

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#### AUTHORIZATION FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR PROJECT BY 5547 NORTH RAVENSWOOD LIMITED PARTNERSHIP.

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 financing of a project by 5547 North Ravenswood Limited Partnership, located at 5547 North Ravenswood Avenue.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer"), is a home rule unit of government under the 1970 Illinois Constitution and is authorized pursuant to the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago, adopted on February 10, 1982, as supplemented and amended (the "Enabling Ordinance"), to issue its Industrial Development Revenue Bonds to finance the acquisition, construction, reconstruction, repair, alteration, improvement, equipping and extension of industrial development projects; and

WHEREAS, The Issuer proposes to issue its \$2,000,000 principal amount Industrial Development Revenue Bonds, Series 1985 (5547 North Ravenswood Limited Partnership Project) (the "Series 1985 Bonds") pursuant to a Trust Indenture (the "Indenture"), by and between the Issuer and Bank of Ravenswood, Chicago, Illinois, as Trustee (the "Trustee"); and

WHEREAS, Pursuant to a Mortgage, Loan and Security Agreement (the "Loan Agreement"), by and among the Issuer, Chicago Title and Trust Company, not personally, but solely as trustee under a Trust Agreement dated September 10, 1985 and known as Trust No. 1087533 (the "Borrower"), and 5547 North Ravenswood Limited Partnership,



and Illinois limited partnership and sole beneficiary under said Trust Agreement (the "Beneficiary"), the Issuer proposes to lend the proceeds from the sale of the Series 1985 Bonds to the Borrower in order to provide funds to finance the acquisition and renovation of a facility to be leased by the Borrower to Public Media, Inc., a Delaware corporation (the "Lessee"), for use in the warehousing and distribution of films and activities related thereto (the "Project") and to pay necessary expenses incidental thereto; and

WHEREAS, Pursuant to the Loan Agreement, the Borrower's and the Beneficiary's obligations thereunder will be secured by a mortgage on the Project; and

WHEREAS, Pursuant to the Loan Agreement the Borrower will execute and deliver its Series 1985 Note in the principal amount of \$2,000,000 (the "Series 1985 Note"); and

WHEREAS, Pursuant to the Indenture, as security for the Series 1985 Bonds, the Issuer will assign to the Trustee all of the Issuer's right, title and interest in, under and to the Loan Agreement (except the Issuer's rights to issue Additional Bonds, to execute and deliver supplements and amendments to the Loan Agreement and to be reimbursed and indemnified and the Issuer's rights under Sections 5.14 and 5.20 of the Loan Agreement, which rights are herein collectively referred to as the "Unassigned Rights") and the Series 1985 Note; and

WHEREAS, Pursuant to a Corporate Guaranty Agreement (the "Corporate Guaranty Agreement") by and between the Lessee and the Trustee, the Lessee will guaranty the payment of the principal of, premium, if any, and interest on the Series 1985 Bonds; and

WHEREAS, Pursuant to an Individual Guaranty Agreement (the "Individual Guaranty Agreement") by and between Charles Benton and the Trustee, Charles Benton will guaranty the payment of the principal of, premium, if any, and interest on the Series 1985 Bonds; and

WHEREAS, The Beneficiary, the Issuer and the Trustee propose to enter into an Arbitrage Regulation Agreement in order to effect compliance with certain provisions of Section 103 of the Internal Revenue Code of 1954, as amended (the "Arbitrage Regulation Agreement"); and

WHEREAS, Forms of the Loan Agreement, the Series 1985 Note, the Arbitrage Regulation Agreement, the Corporate Guaranty Agreement, the Individual Guaranty Agreement and the Indenture have been prepared and presented to this meeting; and

WHEREAS, The Project will be located at 5547 North Ravenswood Avenue, Chicago, Illinois; now, therefore,

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

SECTION 1. The acquisition and renovation of the Project and the payment of necessary expenses incidental thereto are hereby authorized and determined to be in the public interest and in furtherance of the public purposes contemplated by the Enabling Ordinance.

SECTION 2. In order to provide funds to carry out the public purposes set forth in Section 1 hereof there are hereby authorized to be issued the Industrial Development Revenue Bonds of the Issuer in the principal sum of \$2,000,000, which bonds shall be designated Industrial Development Revenue Bonds, Series 1985 (5547 Ravenswood Limited Partnership Project) (the "Series 1985 Bonds").

The Series 1985 Bonds shall be issuable as fully registered bonds without coupons; shall be dated, executed and authenticated in the manner set forth in the Indenture; shall bear interest from their date on the unpaid principal thereof at the variable rate per annum set forth in Section 208 of the Indenture; shall be payable as to principal and interest at the times and in the amounts set forth in Section 208 of the Indenture; and shall be subject to redemption prior to maturity at the times, under the circumstances, in the manner and at the redemption prices set forth in Article III of the Indenture.

The Series 1985 Bonds and the interest thereon shall be limited obligations of the Issuer, payable from the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Series 1985 Note (except as may be derived by the Issuer pursuant to the Unassigned Rights). The Series 1985 Bonds and the interest thereon shall never constitute an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds of the sale of the Series 1985 Bonds, (ii) the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Series 1985 Note, (iii) any insurance or condemnation award proceeds with respect to the Project, (iv) any proceeds derived by the Issuer or the Trustee from the sale or other disposition of the Project in accordance with the provisions of the Loan Agreement and the Indenture, and (v) any money arising out of the investment or reinvestment of said proceeds, income, revenues or receipts.

SECTION 3. The Series 1985 Bonds shall be issued in compliance with and under authority of the provisions of the Enabling Ordinance, this Ordinance and the Indenture and the foregoing shall be stated on the face of the Series 1985 Bonds. Additional Bonds may be issued on a parity with the Series 1985 Bonds in accordance with the provisions and limitations set forth in the Indenture.

SECTION 4. The forms, terms and provisions of the proposed Loan Agreement, Indenture and Arbitrage Regulation Agreement are hereby in all respects approved, and the Mayor or City Comptroller and City Clerk are hereby authorized, empowered and directed to execute and deliver the Loan Agreement, the Indenture and the Arbitrage Regulation Agreement in the name and on behalf of the Issuer. The Loan Agreement, the Indenture and the Arbitrage Regulation Agreement, the Series 1985 Note and the Series 1985 Bonds as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes and revisions therein from the forms of the Loan Agreement, the Indenture and the Arbitrage Regulation Agreement now before this meeting; and from and after the execution and delivery of the Loan Agreement, the Indenture and the Arbitrage Regulation Agreement the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and to comply with and make effective the

provisions of the Loan Agreement, the Indenture and the Arbitrage Regulation Agreement as executed.

SECTION 5. Pursuant to Section 103(k) of the Internal Revenue Code, as amended (the "Code"), this City Council, as an "applicable elected representative" of the Issuer within the meaning of said Section, hereby approves the issuance of the Series 1985 Bonds. Pursuant to Section 103(n) of the Code, this City Council hereby approves the allocation to the Series 1985 Bonds of \$2,000,000 of the Issuer's 1985 private activity bond limit and authorizes and directs the Mayor, as presiding officer of this City Council, or the City Comptroller to execute and deliver the certificate described in Section 103(n)(12) of the Code.

SECTION 6. The sale of the Series 1985 Bonds to Bank of Ravenswood, Chicago, Illinois, at a price of 100% of the principal amount thereof, is hereby approved.

SECTION 7. The Issuer hereby elects to have the provisions as to the \$10,000,000 limit in Section 103(b)(6)(D) of the Code applied to the Series 1985 Bonds; and the Mayor, City Comptroller and City Clerk of the Issuer are hereby authorized, empowered and directed to take any and all further action which may be required to implement and effectuate such election, including, without limitation, the preparation and filing of such statement or statements or other document or documents as may be deemed by them to be necessary or advisable in order to comply with the procedures set forth in Section 1.103-10(b)(2)(vi) of the Income Tax regulations (26 CFR Part 1) under Section 103 of the Code; and all acts heretofore taken by them in this connection are hereby ratified and confirmed.

SECTION 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof.

SECTION 9. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent pf such conflict hereby repealed, and this ordinance shall take effect and be in full force immediately upon its passage.

[Arbitrage Regulation Agreement, Corporate Guaranty Agreement,  
Individual Guaranty Agreement, Memorandum of Agreement,  
Mortgage Loan and Security Agreement and Trust  
Indenture are 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 FOR PROJECT BY BERMAN REICIN PARTNERSHIP.

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 a project by Berman Reicin Partnership, located at 2302 West 49th Street, in the amount of \$500,000.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is a municipality and a home rule unit of government under the 1970 Constitution of the State of Illinois; and

WHEREAS, Pursuant to its home rule powers and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the issuer on February 10, 1982, as supplemented and amended (the "Enabling Ordinance"), the Issuer is authorized and empowered to issue its revenue bonds to finance the costs of "industrial development projects", as defined in the Enabling Ordinance, to the end that the Issuer may be able to relieve conditions of unemployment in and to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, and the attraction of new businesses to said City; and

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a Memorandum of Agreement dated as of July 24, 1984, with Berman Reicin Partnership, an Illinois general partnership (the "Company") whereby the Company agreed to acquire land and an existing building located thereon and construct improvements thereto; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on September 18, 1984; and

WHEREAS, As a result of negotiations between the Issuer and the Company, contracts have been or will be entered into by the Company for the acquisition of approximately 80,000 square feet of land and an existing, approximately 40,400 square-foot, one-story building located thereon and the construction of improvements thereto, including without limitation an approximately 1,250 square-foot addition to said building (the "Project"), which Project is to be owned by the Company, leased by the Company to M. Putterman & Co., Inc., a Delaware corporation (the "Guarantor"), and used by the Company and the Guarantor as a facility for the manufacture, storage and distribution of industrial fabric, and which Project is to be located at 4834 South Oakley Street, Chicago, Illinois, and it is

proposed that the Issuer shall enter into a Loan Agreement with the Company (the "Agreement"), pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition and construction, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition and construction of the Project as evidenced by such revenue bond, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be at least \$550,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Industrial Development Revenue Bond, Series 1985 (Berman Reicin Partnership Project)" upon a negotiated basis to Harris Trust and Savings Bank, Chicago, Illinois; and

WHEREAS, Pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended, a public hearing on the proposed plan of financing the Project through the issuance of said Bond was held by the Commissioner of the Department of Economic Development of the City of Chicago, or his designee, prior to the adoption of this Ordinance, pursuant to notice given by said Commissioner and published in *The Chicago Tribune* on September 13, 1985; now, therefore,

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

*Definitions.*

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

"Agreement" means the Loan Agreement dated as of September 1, 1985, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Arbitrage Regulation Agreement" means the Arbitrage Regulation Agreement dated as of the date of the delivery of the Bond, by and among the Issuer, the Company and the Bank, as from time to time supplemented and amended.

"Assignment" means the Assignment and Agreement dated as of September 1, 1985, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Assignment of Rents" means the Assignment of Rents dated as of September 1, 1985, from the Company to the Issuer, as from time to time supplemented and amended.

"Authorized Company Representative" means such person at the time and from time to time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Bank, containing the specimen signature of such person, signed on behalf of the Company by a general partner or authorized officer of the Company. Such certificate may designate an alternate or alternates.

"Bank" means Harris Trust and Savings Bank, Chicago, Illinois, a banking corporation duly organized and validly existing under the laws of the State of Illinois, its successors and assigns, and any subsequent registered owner of the Bond.

"Bond" means the Industrial Development Revenue Bond, Series 1985 (Berman Reicin Partnership Project) of the Issuer, in the principal amount of \$500,000, authorized to be issued hereunder.

"Bond Counsel" means a firm of attorneys of nationally recognized standing on the subject of bonds of states and their political subdivisions.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of September 1, 1985, by and among the Issuer, the Company and the Bank, as from time to time supplemented and amended.

"Building" means the approximately 40,400 square-foot, one-story building to be acquired by the Company, located on the Land, comprising a portion of the Project.

"Code" means the Internal Revenue Code of 1954, as amended.

"Company" means Berman Reicin Partnership, a general partnership duly organized and validly existing under the laws of the State of Illinois, and any succeeding partnership or corporation as permitted by Section 5.2 of the Agreement.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Industrial Development Revenue Bond Construction Fund (Berman Reicin Partnership Project), created and established in Section 5 hereof.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the Bank or any other owner of the Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), (ii) the delivery to the Company of an opinion of Bond Counsel to the effect that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), (iii) the filing by the Company, the Guarantor or any other principal user of the Project with the Bank, any other owner of the Bond or the Internal Revenue Service of any

certificate, statement or other tax schedule, return or document which concludes or discloses that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the owner of the Bond or any former owner of the Bond (other than any such owner who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), or (iv) any amendment, modification, addition or change shall be made in Section 103 or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any Federal court or of the United States Tax Court shall be rendered; and the Bank or any other owner of the Bond shall have notified the Company in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on the Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code).

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the Issuer on February 10, 1982, as supplemented and amended.

"Event of default" means those events specified in and defined in Section 11 hereof.

"Event of Taxability" means the date of the occurrence of the event which results in the interest payable on the Bond, or any installment thereof, becoming includible in the Federal gross income of the taxpayer as set forth in a Determination of Taxability or the date of the Determination of Taxability, whichever is earlier.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

"Guarantor" means M. Putterman & Co., Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and any surviving, resulting or transferee corporation as permitted by Section 2.6 of the Guaranty.

"Guaranty" means the Guaranty Agreement dated as of September 1, 1985, from the Guarantor to the Bank, as from time to time supplemented and amended.

"Improvements" means the improvements, fixtures and related property to be constructed on the Land and to the Building, comprising a portion of the Project, including without limitation an approximately 1,250 square-foot addition to the Building.

"Issuer" means the City of Chicago, Cook County, Illinois, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois, and any successor body to the duties or functions of the Issuer.

"Land" means the real estate more particularly described in Exhibit A attached to and made a part of the Agreement, on which the Building is located, comprising a portion of the Project.

"Lease" means the Lease Agreement dated as of September 1, 1985, by and between the Company, as lessor, and the Guarantor, as lessee, as from time to time supplemented and amended.

"Mortgage" means the Mortgage and Security Agreement dated as of September 1, 1985, by and between the Company and the Issuer, as from time to time supplemented and amended.

"Note" means the promissory note of the Company made payable to the Issuer and endorsed by the Issuer to the Bank, pursuant to Section 4.2(a) of the Agreement, in order to evidence the obligation of the Company to repay the loan made thereunder, payments on which Note are provided to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond when due.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Project" means the Land, the Building and the Improvements to be acquired and constructed by the Company and financed in part with the proceeds of the Bond, as defined and described in the Agreement.

*Authorization and Approval of the Project.*

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, and the attraction of new businesses to said City, the Project, as described in the preamble hereto shall be and is hereby approved and authorized to be financed through the issuance of the Bond as described herein. The action of the Commissioner of the Department of Economic Development of the City of Chicago in publishing notice of said public hearing as required by Section 103(k) of the Code is in all respects hereby ratified, confirmed and approved, and the holding of said public hearing by said Commissioner of the Department of Economic Development, or his designee, is hereby acknowledged and approved. The estimated cost of the acquisition and construction of the Project will be at least \$550,000, of which \$500,000 will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company and the Guarantor as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and complies with the purposes and provisions of the Enabling Ordinance. In order to further secure the Bond, the assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments), the Note, the Mortgage and the Assignment of Rents, pursuant to the Assignment, and the execution and delivery of the Guaranty by the Guarantor, are necessary and proper.

*Authorization and Payment of Bond.*

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Bond to be designated



"Industrial Development Revenue Bond, Series 1985 (Berman Reicin Partnership Project)". The Bond shall be in the principal amount of \$500,000, shall be dated the date of its delivery (except as otherwise provided herein), shall be lettered R and numbered 1, shall be issued in fully registered form and registered in the name of Harris Trust and Savings Bank, or its registered assigns, shall mature as to principal in fifteen (15) consecutive annual principal installments in the amounts, payable on September 1 of the years, as set forth below:

Year	Principal Amount	Year	Principal Amount
1986	\$20,000	1994	\$34,000
1987	20,000	1995	37,000
1988	20,000	1996	41,000
1989	22,000	1997	44,000
1990	24,000	1998	48,000
1991	26,000	1999	52,000
1992	29,000	2000	52,000
1993	31,000		

except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable thereto, and shall bear interest on the unpaid principal amount of the Bond from the date of the Bond at the Applicable Rate (as defined in the Bond) in effect from time to time, payable on December 1, 1985, and on the first day of each March, June, September and December thereafter until said principal amount is paid. Interest on the Bond shall be computed on the basis of a calendar year consisting of 360 days, and charged on the basis of the actual number of days elapsed. The Bond shall bear interest at the Applicable Rate calculated on the basis of the Prime Rate (as defined in the Bond), unless the Company gives written notice that its Note bear interest at an Applicable Rate calculated on the basis of a Fixed Rate (as defined in the Bond) for an Interest Period (as defined in the Bond) selected by the Company as set forth in Section 4.2(c) of the Agreement.

The Bond shall bear interest (payable solely and only from the source therein identified) on any overdue installment of principal of, premium, if any, or interest on the Bond (to the extent legally enforceable) at a rate equal to the Applicable Rate in effect from time to time plus two percent (2%) per annum (other than the portion of any installment of interest which exceeds the amount of interest estimated to be due in accordance with the next following paragraph).

The Bank shall provide the Issuer and the Company with written notice at least five (5) Business Days (as defined in the Bond) in advance of each date on which interest shall be payable on the Bond of the Applicable Rate in effect from time to time during the applicable interest payment period, the Prime Rate (as defined in the Bond) in effect from time to time during the applicable interest payment to the extent that the Applicable Rate is calculated on the basis of the Prime Rate, and the amount of interest estimated to be so due and payable on the Bond on such interest payment date. Notwithstanding any other provision of the Bond or this Ordinance to the contrary, payment of such amount of interest as so estimated shall satisfy the obligation of the payment of interest due on such interest

payment date and shall not constitute an event of default hereunder if such amount of interest as so estimated is less than the actual amount of interest due on such interest payment date. Any deficiency between the amount of interest so estimated and paid and the amount of interest actually due on such interest payment date shall be paid on the next succeeding interest payment date, and any overpayment shall be credited against the amount of interest due and payable on the next succeeding interest payment date.

The principal installments of, premium, if any, and interest on the Bond shall be payable to the Bank in lawful money of the United States of America in Federal or other immediately available funds at the principal office of the Bank in the City of Chicago, Illinois. The Bank or any other owner of the Bond shall note on the Payment Record attached as Schedule A to the Bond and the date and amount of payment of any principal installment paid (whether at maturity or upon acceleration or call for prior redemption) and interest paid, and, upon request of the Company or the Issuer, the Bond shall be available for inspection by the Company or the Issuer during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois. The Bank shall notify the Issuer at least annually of the payments of principal installments of the Bond (whether at maturity or upon acceleration or call for prior redemption) made during such annual period, and shall include in such notification a statement of the unpaid balance of the Bond.

The Bond, together with interest thereon, shall be a special, limited obligation of the Issuer secured by the Agreement, the Note made payable to the Issuer and endorsed to the Bank and payments thereon being made directly to the Bank on behalf of the Issuer, an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments), the Note, the Mortgage and the Assignment of Rents, pursuant to the Assignment, and further secured by the Guaranty, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the Mortgage, the Assignment of Rents and the Guaranty), and shall be a valid claim of the owner thereof only against the revenues and receipts derived from the Agreement and the Note (except as otherwise provided aforesaid), which revenues and receipts shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bond, except as may be otherwise expressly authorized in this Ordinance or in the Agreement. The Bond and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provisions, but shall be secured as aforesaid, and are payable solely from the revenues and receipts derived from the Agreement and the Note (except as otherwise provided aforesaid). No owner of the Bond shall have the right to compel the taxing powers of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bond.

The principal installments of the Bond shall be subject to redemption prior to maturity by the Issuer in the event that the Company shall exercise its option to prepay the principal installments of the Note upon a Determination of Taxability, as a whole, and not in part, on any date within sixty (60) days of a Determination of Taxability, at a redemption price of 100% of the outstanding principal amount thereof being redeemed and accrued interest to

the date fixed for redemption, all as provided in Section 7.1 of the Agreement, together with any amounts due and owing under Sections 5.9(a) and 7.7 of the Agreement.

The principal installments of the Bond shall also be subject to redemption prior to maturity at the option of the Issuer from any available funds, including funds derived from the prepayment of the principal installments of the Note (or a portion thereof) at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, as a whole, or in part in the inverse order of maturity of the principal installments of the Bond, on any date on which the Bond bears interest at a rate calculated on the basis of the Prime Rate (as defined in the Bond), at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer in the event that the Company shall elect to exercise its option to prepay the principal installments of the Note and to cause the principal installments of the Bond to be redeemed prior to maturity as provided in Section 7.3 of the Agreement in the event of damage to or destruction of or condemnation of the Project or certain other events described therein. As a result of any such event, the principal installments of the Bond shall be subject to redemption prior to maturity on any date, as a whole, and not in part at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer in the event that any moneys remain in the Construction Fund upon receipt by the Bank of a completion certificate pursuant to Section 3.4 of the Agreement (other than moneys withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement) or any moneys remain from any insurance proceeds after the completion of the repair, rebuilding or restoration of the Project pursuant to Section 4 of the Mortgage or any moneys remain from any condemnation proceeds after the completion of the restoration or acquisition of substitute property pursuant to Section 5 of the Mortgage. In any such event, the principal installments of the Bond shall be subject to redemption prior to maturity on any date within ten (10) days of the receipt by the Bank of such completion certificate or of the completion of such repair, rebuilding, restoration or acquisition, in part in the inverse order of maturity of the principal installments thereof, at a redemption price of 100% of the principal amount thereof being redeemed and accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer at the option of the owner of the Bond on September 1, 1995, upon at least sixty (60) days' written notice from the owner of the Bond to the Issuer and the Company of its election to cause the principal installments of the Bond to be so redeemed. As a result of such event, the principal installments of the Bond shall be subject to redemption prior to maturity from funds derived from the prepayment of the principal installments of the Note by the Company pursuant to Section 7.5 of the Agreement, as a whole, and not in part, on the aforesaid date, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

Upon receipt by the Issuer and the Bank of at least five (5) days' prior written notice from the Company specifying a date for the prior redemption of the principal installments of the Bond (or a portion thereof), the Bank shall, to the extent that amounts are or become available therefor, apply such amounts on behalf of the Issuer to the redemption of the principal installments of the Bond (or a portion thereof) in accordance with the preceding paragraphs. The principal installments of the Bond (or a portion thereof), if designated for prior redemption, will cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank on behalf of the Issuer at the principal office of the Bank on such date.

The Bond shall be prepared in typewritten form.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bond by his manual or facsimile signature, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the Bond with his manual or facsimile signature and to affix the official seal of the Issuer thereto, and the Mayor and the City Clerk of the Issuer shall cause the Bond, as so executed and attested, to be delivered to the Bank. In case any official whose signature shall appear on the Bond shall cease to be such official before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bond shall be transferable only as a whole as provided herein. Upon surrender for transfer of the Bond at the principal office of the Bank, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee a substitute fully registered Bond of the same series, in the denomination of the unpaid principal amount thereof, with the same outstanding maturities and interest rate, dated the first day of the March, June, September or December (to which interest has been paid) next preceding the date of its issuance, or if issued on the first day of March, June, September or December (to which interest has been paid), as of such date. The Issuer shall cause books for the registration and for the transfer of the Bond as provided in this Ordinance to be kept by the Bank which is hereby constituted and appointed the Bond Registrar of the Issuer. The Bank, as Bond Registrar, shall keep and maintain, on behalf of the Issuer, registration books indicating the name and address of the owner from time to time of the Bond. The Bond shall never be registered in the name of bearer. The Bank shall not be required to transfer the Bond during the period of ten (10) days next preceding any interest payment date of the Bond nor to transfer the Bond after the mailing of notice calling the principal installments of the Bond (or a portion thereof) for prior redemption has been given as herein provided. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal installments of, premium, if any, or interest on the Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid. In each case the Issuer shall require the payment by the owner of the Bond requesting transfer of any tax or other government charge required to be paid with respect to such transfer.

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a substitute Bond of like date, tenor and maturities as the Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, the mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Issuer, shall duplicate on the Payment record of the substitute Bond replacing the mutilated, lost, stolen or destroyed Bond all payments of principal installments (whether at maturity or upon acceleration or call for prior redemption) and interest which the records of the Issuer indicate as having appeared on the mutilated, lost, stolen or destroyed Bond. In the event all of the principal installments of the Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof. The Issuer may charge the owner of the Bond with reasonable fees and expenses in this connection.

*Bond Form.*

SECTION 4. That the Bond, and the Payment Record -- Schedule "A", shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

Industrial Development Revenue Bond, Series 1985  
(Berman Reicin Partnership Project)

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM  
REVENUES AND RECEIPTS DERIVED FROM THE  
LOAN AGREEMENT AND THE PROMISSORY  
NOTE REFERRED TO HEREIN

No. R-1

\$500,000

Know All Men By These Presents that the City of Chicago, Cook County, Illinois, a municipality and a home rule unit of government created and existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to

Harris Trust and Savings Bank, Chicago, Illinois, or its registered assigns (the "Bank"), the principal sum of:

Five Hundred Thousand Dollars (\$500,000), maturing as to principal in fifteen (15) consecutive annual principal installments in the amounts, payable on September 1 of the years, as set forth below:

Year	Principal Amount	Year	Principal Amount
1986	\$20,000	1994	\$34,000
1987	20,000	1995	37,000
1988	20,000	1996	41,000
1989	22,000	1997	44,000
1990	24,000	1998	48,000
1991	26,000	1999	52,000
1992	29,000	2000	52,000
1993	31,000		

except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, together with interest on the unpaid principal amount hereof from the date hereof at the Applicable Rate (as hereinafter defined) in effect from time to time, payable on December 1, 1985, and on the first day of each March, June, September and December thereafter until said principal amount is paid. Interest on this Bond shall be computed on the basis of a calendar year consisting of 360 days, and charged on the basis of the actual number of days elapsed. The principal installments hereof and premium, if any, and interest hereon are payable in lawful money of the United States of America in Federal or other immediately available funds at the principal office of the Bank in the City of Chicago, Illinois. This Bond shall bear interest at the Applicable Rate calculated on the basis of the Prime Rate (as hereinafter defined), unless Berman Reicin Partnership, an Illinois general partnership (the "Company"), gives written notice that its Promissory Note (the "Note") bear interest at an Applicable Rate calculated on the basis of a Fixed Rate (as hereinafter defined) for an interest Period (as hereinafter defined) selected by the Company as set forth in Section 4.2(c) of the Loan Agreement dated as of September 1, 1985, by and between the Issuer and the Company (which Loan Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

The following terms, as used in this Bond, shall have the following meanings:

"Applicable Rate" shall mean the Applicable Tax-Exempt Rate unless an Event of Taxability (as defined in the Bond Ordinance hereinafter referred to) shall occur, in which event "Applicable Rate" shall mean the Applicable Taxable Rate; provided, that in the event that this Bond bears interest at the Applicable Taxable Rate, interest shall accrue at the Applicable Taxable Rate from the Event of Taxability, and shall be payable to the owners from time to time of this Bond entitled to payments of interest hereon on and after the Event of Taxability, as shown by the registration books of the Issuer; provided further, that in the event the principal installments of, premium, if any, and interest on this Bond shall have been fully paid, the Issuer shall nevertheless pay additional interest on this Bond from the source and as hereinafter provided from the Event of Taxability to the date of the final payment of the principal installments of, premium, if any, and interest on this Bond to the owners from time to time of this Bond on behalf of the Issuer on demand, and said covenant shall survive the final payment of the principal installments of, premium, if any, and interest on this Bond.

"Applicable Taxable Rate" means:

(i) for the period from the date of the original issuance of this Bond to and including the one hundred eightieth day after such date, during which period (or portion thereof) this Bond bears interest calculated on the basis of the Prime Rate, a per annum rate of interest equal to one hundred twenty percent (120%) of the Prime Rate in effect from time to time, plus twelve percent (12%) per annum;

(ii) for any period, during which period this Bond bears interest calculated on the basis of the Prime Rate, other than the period described in (i) above, a per annum rate of interest equal to one hundred twenty percent (120%) of the Prime Rate in effect from time to time during such period;

(iii) for the period from the date of the original issuance of this Bond to and including the one hundred eightieth day after such date, during which period (or portion thereof) this bond bears interest calculated on the basis of a Fixed Rate, the per annum rate of interest determined by adding fifteen percent (15%) per annum to the Adjusted LIBOR Rate for such Interest Period; and

(iv) for any Interest Period, during which this Bond bears interest calculated on the basis of a Fixed Rate, other than the period described in (iii) above, the per annum rate of interest determined by adding four and one-quarter percent (4.25%) per annum to the Adjusted LIBOR Rate for such Interest Period.

Each determination of the Prime Rate, the Fixed Rate, the Adjusted LIBOR Rate and the Applicable Taxable Rate shall be conclusive and binding on the Company, the Issuer and the Bank absent manifest error.

"Applicable Tax-Exempt Rate" shall mean:

(i) for the period from the date of the original issuance of this Bond to and including the one hundred eightieth day after such date, during which period (or portion thereof) this Bond bears interest calculated on the basis of the Prime Rate, a per annum rate of interest equal to seventy-four percent (74%) of the Prime Rate in effect from time to time, plus nine and six-tenths percent (9.6%) per annum;

(ii) for any period, during which period this Bond bears interest calculated on the basis of the Prime Rate, other than the period described in (i) above, a per annum rate of interest equal to seventy-four percent (74%) of the Prime Rate in effect from time to time during such period;

(iii) for the period from the date of the original issuance of this Bond to the one hundred eightieth day after the date of this Bond, during which period (or portion thereof) this Bond bears interest calculated on the basis of a Fixed Rate, the per annum rate of interest equal to the Fixed Rate plus nine and six-tenths percent (9.6%) per annum; and

(iv) for any Interest Period, during which this Bond bears interest calculated on the basis of a Fixed Rate, other than the period described in (iii) above, the per annum rate of interest equal to the Fixed Rate;

provided, that in the event there is a change in either the Federal Tax Rate or the State Tax Rate, the Applicable Tax-Exempt Rate shall automatically be adjusted as of and on the effective date of any such change as follows: (a) if the Applicable Tax-Exempt Rate from time to time in effect is calculated on the basis of the Prime Rate, the Applicable Tax-Exempt Rate shall automatically be adjusted by multiplying the Applicable Tax-Exempt Rate by a fraction equal to  $[(1 - \text{Federal Tax Rate as so adjusted}) \times (1 - \text{State Tax Rate as so adjusted}) \times [(1 - \text{State Tax Rate as previously in effect}) + (\text{Federal Tax Rate as previously in effect} \times \text{State Tax Rate as previously in effect})]]$  divided by  $[(1 - \text{Federal Tax Rate as previously in effect}) \times (1 - \text{State Tax Rate as previously in effect}) \times [(1 - \text{State Tax Rate as so adjusted}) + (\text{Federal Tax Rate as so adjusted} \times \text{State Tax Rate as so adjusted})]$  and (b) if the Applicable Tax-Exempt Rate then in effect is calculated on the basis of a Fixed Rate, the Applicable Tax-Exempt Rate shall automatically be adjusted by recalculating the Fixed Rate in accordance with the formulae used to originally calculate the Fixed Rate and the Base Rate, but using in such formulae (i) the Federal Tax Rate in effect after such change, (ii) the T.E.F.R.A. Deduction Disallowance in effect on the date of such change, and (iii) the State Tax Rate in effect on the date of such change, and without changing any of the other variables used in originally calculating the Fixed Rate and the Base Rate; provided further, that in the event there is a change in the T.E.F.R.A. Deduction Disallowance (the "Change"), the Applicable Tax Exempt Rate shall automatically be adjusted as of and on the effective date of any such Change, as follows: (a) if the Applicable Tax-Exempt Rate from time to time in effect is calculated on the basis of the Prime Rate, the Applicable Tax-Exempt Rate shall automatically be adjusted by adding thereto  $[90 \times (\text{T.E.F.R.A. Deduction Disallowance in effect after such Change} - \text{T.E.F.R.A. Deduction Disallowance in effect prior to such Change}) \times ((\text{State Tax Rate} + \text{Federal Tax Rate}) - (\text{Federal Tax Rate} \times \text{State Tax Rate})) \div ((1 - \text{State Tax Rate}) + (\text{State Tax Rate} \times \text{Federal Tax Rate}))\%$  of the Prime Rate, with the T.E.F.R.A. Deduction Disallowance, the State Tax Rate and the Federal Tax Rate all to be expressed as decimals, and (b) if the Applicable Tax-Exempt Rate then in effect is calculated on the basis of a Fixed Rate the Applicable Tax-Exempt Rate shall automatically be adjusted by recalculating the Fixed Rate in accordance with the formula used to originally calculate the Fixed Rate and the Base Rate, but using in such formula (i) the T.E.F.R.A. Deduction Disallowance in effect after such Change, (ii) the Federal Tax Rate in effect on the date of such Change, and (iii) the State Tax Rate in effect on the date of such Change, and without changing any of the other variables used in originally calculating the Fixed Rate and the Base Rate. Each determination of the Prime Rate, the Fixed Rate and the Applicable Tax-Exempt Rate shall be conclusive and binding on the Company, the Issuer and the Bank absent manifest error.

"Adjusted LIBOR Rate" shall mean, with respect to each Interest Period, the per annum rate of interest determined pursuant to the following formula:

$$\text{Adjusted LIBOR Rate} = \frac{\text{LIBOR}}{1 - \text{LIBOR Reserve Percentage}}$$

"LIBOR" shall mean, with respect to each Interest Period, the per annum rate of interest (to be expressed as a decimal for purposes of calculation) as determined by the Bank [rounded upwards, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%)] at which deposits of United States dollars in immediately available and



freely transferable funds would be readily offered at 11:00 A.M., London time, two (2) London Banking Days prior to the day on which such Interest Period commences, by the London offices of major banks to other major banks in the London interbank market in an amount equal to \$1,000,000 to be outstanding during such Interest Period, adjusted to reflect any maturities of this Bond during such Interest Period. "LIBOR Reserve Percentage" shall mean, with respect to each interest Period, the reserve requirement (to be expressed as a decimal for purposes of calculation) imposed by the Board of Governors of the Federal Reserve System (or any successor thereto) under Regulation D on Euro-currency liabilities (as such term is defined in Regulation D) for the applicable Interest Period as of the day on which such Interest Period commences, but taking into account any transitional adjustments thereto becoming effective during such Interest Period. "London Banking Day" means a day on which banks are open for business and quoting interest rates for United States dollar deposits in the London interbank market.

"Base Rate" shall be determined as of the day on which any Interest Period commences, as follows: 
$$\text{[Adjusted LIBOR Rate]} + \frac{\text{[Adjusted LIBOR Rate} \times \text{T.E.F.R.A. Deduction Disallowance} \times (\text{Federal Tax Rate} + \text{State Tax Rate} - (\text{Federal Tax Rate} \times \text{State Tax Rate}))]}{[(1 - \text{State Tax Rate}) \times (1 - \text{Federal Tax Rate})]}$$

"Business Day" shall mean a day on which banks in the City of Chicago, Illinois, are open for the general conduct of business, provided, that when used with respect to Fixed Rates based upon the Adjusted LIBOR Rate, such day shall also be one on which banks are dealing in dollar deposits in London, England, and banks are open for business in the City of New York, New York.

"Federal Tax Rate" shall mean the maximum incremental percentage rate (to be expressed as a decimal for purposes of calculation) from time to time applicable to the taxable income of any ordinary business corporation imposed under Section 11 of the Internal Revenue Code of 1954, as amended (the "Code"), or any successor thereto.

"Fixed Rate" shall, while an Applicable Taxable Rate is in effect, be the per annum rate of interest determined in accordance with paragraphs (iii) or (iv), as the case may be, of the definition of "Applicable Taxable Rate", and shall, while an Applicable Tax-Exempt Rate is in effect, be determined as of the first day of any Interest Period as follows: 
$$[(.0425 + \text{Base Rate}) \times (1 - \text{Federal Tax Rate}) \times (1 - \text{State Tax Rate})] \div [(1 - \text{State Tax Rate}) + (\text{State Tax Rate} \times \text{Federal Tax Rate})]$$

"Interest Period" shall mean the period commencing on the date selected by the Company specified in its notice required by Section 4.2(c) of the Agreement with respect to selecting a Fixed Rate applicable to the Note and ending on a date which is an interest payment date on this Bond not less than twelve (12) months, nor more than sixty (60) months, after the date of commencement thereof; provided, that the foregoing provision relating to Interest Periods is subject to the following:

- (i) if any Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall be extended to the next succeeding Business Day, unless the result of such extension would be to carry such Interest Period into another calendar

month in which event such Interest Period shall end on the immediately preceding Business Day; and

(ii) no Interest Period shall extend beyond September 1, 2000; and

(iii) each Interest Period must end on the first day of a March, June, September or December (except as provided for in clause (i) above).

"Prime Rate" shall mean the per annum rate of interest from time to time announced by Harris Trust and Savings Bank as its prime commercial rate, with any change in said Prime Rate to be and become effective on and as of the date of any change in said prime commercial rate.

"State Tax Rate" shall mean the maximum incremental percentage rate (to be expressed as a decimal for purposes of calculation) from time to time applicable to income of any ordinary business corporation imposed by the State in which the principal office of the Bank is located, the amount of which State tax is deductible by the Bank for Federal income tax purposes.

"T.E.F.R.A. Deduction Disallowance" shall mean the percentage of reduction (to be expressed as a decimal for purposes of calculation) set forth in Section 291(a)(3) of the Code or any successor thereto with respect to any financial institution preference item.

This Bond shall bear interest (payable solely and only from the source hereinafter identified) on any overdue installment of principal hereof, premium, if any, and interest hereon (to the extent legally enforceable) at a rate equal to the Applicable Rate in effect from time to time plus two percent (2%) per annum (other than the portion of any installment of interest which exceeds the amount of interest estimated to be so due and payable in accordance with the next following paragraph).

The Bank shall provide the Issuer and the Company with written notice at least five (5) Business Days in advance of each date on which interest shall be payable on this Bond of the Applicable Rate in effect from time to time during the applicable interest payment period, the Prime Rate in effect from time to time during the applicable interest payment period to the extent that the Applicable Rate is calculated on the basis of the Prime Rate, and the amount of interest estimated to be so due and payable on this Bond on such interest payment date. Notwithstanding any other provision of this Bond to the contrary, payment of such amount of interest as so estimated shall satisfy the obligation of the payment of interest due on such interest payment date and shall not constitute an event of default hereunder or under the Bond Ordinance hereinafter referred to if such amount of interest as so estimated is less than the actual amount of interest due on such interest payment date. Any deficiency between the amount of interest so estimated and paid and the amount of interest actually due on such interest payment date shall be paid on the next succeeding interest payment date, and any overpayment shall be credited against the amount of interest due and payable on the next succeeding interest payment date.

The date and amount of payments of principal installments (whether at maturity or upon acceleration or call for prior redemption) and payments of interest shall be noted by the Bank or any other owner of this Bond on the Payment Record -- Schedule "A", made a

part of this Bond, as provided in the Bond Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or any other owner of this Bond shall make this Bond available for inspection during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois, at the request of the Issuer or the Company.

This Bond is issued in the principal amount of \$500,000, and designated "Industrial Development Revenue Bond, Series 1985 (Berman Reicin Partnership Project)", pursuant to the hereinafter described Enabling Ordinance and to a Bond Ordinance duly adopted by the City Council of the Issuer on \_\_\_\_\_, 1985 (the "Bond Ordinance"), for the purpose of providing funds to finance a portion of the cost of the acquisition of land and an existing building and the construction of improvements thereto (the "Project") to be used as a facility for the manufacture, storage and distribution of industrial fabric and to be located in the City of Chicago, Illinois, and paying expenses incidental thereto and to the issuance of this Bond, to the end that the Issuer may be able to relieve conditions of unemployment and promote the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, and the attraction of new businesses to said City. The proceeds of this Bond will be used by the Issuer to pay or reimburse Berman Reicin Partnership, an Illinois general partnership (the "Company"), for a portion of the costs of the acquisition and construction of the Project, under the terms of the Agreement. The Company will lease the Project to M. Putterman & Co., Inc., a Delaware corporation (the "Guarantor"), pursuant to the Lease Agreement dated as of September 1, 1985, by and between the Company and the Guarantor.

This Bond is secured by an assignment and pledge of the revenues and receipts derived by the Issuer from the repayment of the loan by the Company and other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Company thereunder (the "Note"), is further secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except as certain expense and indemnification payments), the Note, the Mortgage and Security Agreement dated as of September 1, 1985, by and between the Company and the Issuer, and the Assignment of Rents dated as of September 1, 1985, from the Company to the Issuer, and is further secured by the Guaranty Agreement dated as of September 1, 1985, from the Guarantor, to the Bank, as more fully described in the Bond Ordinance. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights, duties and obligations of the owner of this Bond, and the terms on which this Bond is or may be issued and to all of the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is issued pursuant to and in full compliance with the Constitution and the laws of the State of Illinois, and particularly Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the Issuer on February 10, 1982, as supplemented and amended (the "Enabling Ordinance"). This Bond and the obligation to pay interest hereon are special, limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided in the Bond Ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. No owner of this Bond shall

have the right to compel the taxing powers of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on this Bond. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of, premium, if any, and interest on this Bond are to be paid by the Company at the principal office of the Bank on behalf of the Issuer, and all revenues and receipts accruing from the repayment of the loan by the Company under the Agreement and the Note have been duly assigned and pledged to the Bank for that purpose, under the Bond Ordinance, to secure payment of the principal installments of, premium, if any, and interest on this Bond.

The principal installments of this Bond are subject to redemption prior to maturity by the Issuer in the event that the Company shall exercise its options to prepay the principal installments of the Note upon a Determination of Taxability (as defined in the Bond Ordinance), as a whole, and not in part, on any date within sixty (60) days of such a Determination of Taxability, at a redemption price of 100% of the outstanding principal amount hereof being redeemed and accrued interest to the date fixed for redemption, all as provided in Section 7.1 of the Agreement, together with any amounts due and owing under Sections 5.9 (a) and 7.7 of the Agreement.

The principal installments of this Bond are also subject to redemption prior to maturity at the option of the Issuer from any available funds, including funds derived from the prepayment of the principal installments of the Note (or a portion thereof) at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, as a whole, or in part in the inverse order of maturity of the principal installments hereof, on any date on which this Bond bears interest at a rate calculated on the basis of the Prime Rate, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer in the event that the Company shall elect to exercise its option to prepay the principal installments of the Note and to cause the principal installments of this Bond to be redeemed prior to maturity as provided in Section 7.3 of the Agreement in the event of damage to or destruction of or condemnation of the Project or certain other events described therein. As a result of any such event, the principal installments of this Bond are subject to redemption prior to maturity on any date, as a whole, and not in part, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer in the event that any moneys remain in the Construction Fund referred to in the Bond Ordinance upon receipt by the Bank of a completion certificate pursuant to Section 3.4 of the Agreement (other than moneys withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement) or any moneys remain from any insurance proceeds or condemnation proceeds after the completion of the repair, rebuilding, restoration or acquisition of the Project or certain substitute property, as the case may be, after certain events of damage to, destruction of or condemnation of the Project. In any such event, the principal installments of this Bond are subject to redemption prior to maturity on any date within ten (10) days of the receipt by the Bank of

such completion certificate or of the completion of such repair, rebuilding, restoration or acquisition, in part in the inverse order of maturity of the principal installments hereof, at a redemption price of 100% of the principal amount hereof being redeemed and accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer at the option of the owner of this Bond on September 1, 1995, upon at least sixty (60) days' written notice from the owner of this Bond to the Issuer and the Company of its election to cause the principal installments of this Bond to be so redeemed. As a result of such event, the principal installments of this Bond are subject to redemption prior to maturity from funds derived from the prepayment of the principal installments of the Note by the Company pursuant to Section 7.5 of the Agreement, as a whole, and not in part, on the aforesaid date, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

Upon receipt by the Issuer and the Bank of at least five (5) days' prior written notice from the Company specifying a date for the prior redemption of the principal installments of this Bond (or a portion hereof), the Bank shall, to the extent that amounts are or become available therefor, apply such amounts on behalf of the Issuer to the redemption of the principal installments of this Bond (or a portion hereof) in accordance with the preceding paragraphs. The principal installments of this Bond (or a portion hereof), if designated for prior redemption, shall cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank on behalf of the Issuer at the principal office of the Bank on such date.

This Bond is transferable only as a whole by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bank, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a substitute fully registered Bond of the same series, the same outstanding maturities and interest rate, in the denomination of the unpaid principal amount hereof, dated as provided in the Bond Ordinance, will be issued to the transferee in exchange herefor. The Issuer and the Company may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal installments hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Company shall be affected by any notice to the contrary.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Bond Ordinance may be made only to the extent and in the circumstances permitted by the Bond Ordinance.

This Bond is issued with intent that the laws of the State of Illinois will govern its construction.

11/26/85

REPORTS OF COMMITTEES

22889

It is Hereby Certified, Recited, and Declared that all acts, conditions and things required by the Enabling Ordinance and the Constitution and the laws of the State of Illinois to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its City Council, has caused this Bond to be signed on its behalf by its Mayor by his manual signature, and attested by its City Clerk by his manual signature, and the official seal of the Issuer to be affixed hereto, all as of \_\_\_\_\_, 1985.

City of Chicago, Cook County,  
Illinois.

By \_\_\_\_\_  
Mayor

(Seal)

Attest

\_\_\_\_\_  
City Clerk

SCHEDULE A

PAYMENT RECORD

Date	Principal Payment	Balance Due	Interest Payment	Authorized Official and Title
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Custody and Application of Proceeds of  
Bond: Construction Fund.*

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Cook County, Illinois, Industrial Development Revenue Bond Construction Fund (Berman Reicin Partnership Project)". The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Construction Fund which shall be held in a separate account by the Bank, as depository. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof, and the provisions of the Arbitrage Regulation Agreement.

The Bank, as depositary, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section 5, the Bank, as depositary, shall deliver copies of such records to the Issuer and the Company.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Authorized Company Representative required by Section 3.4 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Agreement.

*Acquisition and Construction of Project and Payment  
of Amounts Under the Agreement.*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance a portion of the cost of the acquisition and construction of the Project by the Company, pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the City Council of the Issuer.

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are provided to be sufficient to pay to the principal installments of, premium, if any, and interest on the Bond hereby authorized when due, and are hereby pledged and ordered paid to the Bank on behalf of the Issuer as specified in Section 7 hereof. The Agreement provides that the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Bank on behalf of the Issuer for application by the Bank to the payment of the principal installments of (whether at maturity, by acceleration, upon redemption prior to maturity or otherwise), premium, if any, and interest on the Bond, and such provision is hereby expressly approved.

*Revenues.*

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer, but are special, limited obligations secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments), the Note, the Mortgage and the Assignment of Rents, pursuant to the Assignment, and shall be payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided herein.

The Bank is authorized and directed to apply all amounts available for payment of the principal installments of, premium, if any, and interest on the Bond to the direct payment when due of the principal installments of (whether at maturity, by acceleration, upon redemption prior to maturity or otherwise), premium, if any, and interest on the Bond, including without limitation payments as follows: (a) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments made on the Note; (c) all prepayments of principal installments of the Note (or a portion

thereof) as specified in Article VII of the Agreement; (d) payments made pursuant to the Guaranty; and (e) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement, the Note, the Mortgage, the Assignment of Rents, the Assignment, the Guaranty or the Arbitrage Regulation Agreement which are required or are accompanied by directions that such moneys are to be applied to the payment of the principal installments of, premium, if any, and interest on the Bond.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank, as the owner of the Bond, or any other owner of the Bond to the end of fully protecting the rights and security of the Bank or such other owner of the Bond. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Note (except as otherwise provided herein).

Any amounts remaining in any fund or account or paid to the Bank under the Agreement, the Note, the Mortgage, the Assignment of Rents, the Assignment, the Guaranty or the Arbitrage Regulation Agreement, after payment in full of the principal installments of, premium, if any, and interest on the Bond and the charges and expenses of the Bank shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement, except as otherwise provided in the Arbitrage Regulation Agreement.

*Assignment, Mortgage, Assignment of Rents and Guaranty.*

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all of its right, title and interest in and to, including without limitation its rights to all revenues and receipts derived by the Issuer pursuant to, the Agreement (except any payment made pursuant to Section 4.2(b) of the Agreement, relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement, relating to indemnification of the Issuer by the Company, and Section 6.3 of the Agreement, relating to the obligation of the Company to pay attorneys' fees and expenses incurred by the Issuer upon a default thereunder), the Note, the Mortgage, the Assignment of Rents and all rights and remedies of the Issuer under the Agreement, the Note, the Mortgage and the Assignment of Rents to enforce payment thereof, and as evidence of such assignment, pledge and security interest, the Assignment is hereby approved in substantially the form presented to the City Council of the Issuer. As further security for the payment of the principal installments of, premium, if any, and interest on the Bond, the Guarantor will execute and deliver the Guaranty in substantially the form presented to the City Council of the Issuer, the form, terms and provisions of which are hereby approved.

*Investments; Arbitrage.*

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement and the provisions of the Arbitrage Regulation Agreement. Any such investment shall be held by or under control of the Bank, as depository, and shall be deemed at all times a part of the Construction Fund for which the investment was made, and the interest accruing thereon



and any profit realized from such investments shall be credited to the Construction Fund, and any loss resulting from such investments shall be charged to such Construction Fund, which loss shall be an obligation of the Company as provided in the Agreement.

As and when any amount invested pursuant to this Section 9 may be needed for disbursement, the Authorized Company Representative may direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

With respect to Section 103 of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Issuer and the Company will make certain certifications and representations with respect to Section 103(c) of the Code in the Arbitrage Regulation Agreement, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the Bank and any other owner of the Bond that so long as any principal installment of, premium, if any, or interest on the Bond remains unpaid, the City Council of the Issuer will comply with the provisions of the Arbitrage Regulation Agreement, and will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any regulations promulgated or proposed thereunder, including without limitation Section 1.103-13, Section 1.103-14, Section 1.103-15 and Section 1.103-15AT of the Income Tax Regulations (26 C.F.R., Part 1), as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

#### *General Covenants.*

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of, premium, if any, and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning hereof and thereof. The Bond and the obligation to pay interest thereon are special, limited obligations of the Issuer, secured by the Note of the Company, the Mortgage, the Assignment of Rents, the Assignment and the Guaranty, and payable as set out in Section 3 hereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, the Bond, the Agreement, the Mortgage, the Assignment of Rents, the Assignment, the Arbitrage Regulation Agreement and the Bond Purchase Agreement, and in all proceedings of the City Council of the Issuer pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and the laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, to issue the Bond authorized hereby and to assign and pledge the revenues and receipts hereby assigned and pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been or will, before delivery of the Bond, have been duly and effectively taken, and that the Bond, when issued and delivered to the Bank, will be a valid and enforceable special, limited obligation of the Issuer according to the true intent and meaning thereof

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Bank or any other owner of the Bond may reasonably require for the better assuring, granting, pledging and assigning unto the Bank (or such other owner) the right, title and interest of the Issuer in and to the Agreement (except certain rights to expense and indemnification payments), the Note, the Mortgage and the Assignment of Rents, as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2(a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal installments of, premium, if any, and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement and the Note, or of its right, title and interest in and to the Agreement (except certain rights to expenses and indemnification payments), the Note, the Mortgage and the Assignment of Rents.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note and under the Agreement shall at all reasonable times be open to inspection by the Bank or any other owner of the Bond or such accountants or other agencies as the Bank or such owner may from time to time designate.

The Issuer covenants and agrees that it shall, through the Bank or any other owner of the Bond, enforce all of its rights and all of the obligations of the Company under the Agreement, the Note, the Mortgage and the Assignment of Rents for the benefit of the Bank or any other owner of the Bond. The Issuer shall protect the rights of the Bank or any other owner of the Bond hereunder with respect to the assignment and pledge of the revenues and receipts coming due under the Agreement and the Note.

#### *Events of Default and Remedies.*

SECTION 11. If any of the following events occur it is hereby defined as and declared to be and to constitute an "event of default" hereunder: (a) Default in the due and punctual payment of any interest on the Bond; provided, however, that the payment of less than the full amount of interest due on the Bond on any interest payment date shall not constitute an event of default hereunder if the amount of interest paid shall be the amount of interest which the Bank has advised the Issuer and the Company is the amount of interest estimated to be due on such interest payment date; provided further, that the failure to pay additional interest at the Applicable Taxable Rate (as defined in the Bond) upon the occurrence of an Event of Taxability shall not constitute an event of default hereunder until sixty (60) days after receipt by the Company of a Determination of Taxability.

(b) Default in the due and punctual payment of any principal installment of or premium, if any, on the Bond, whether at the stated maturity thereof, or upon redemption prior to maturity or proceedings for the acceleration thereof.

(c) An "Event of Default" shall have occurred and be continuing under the Agreement.

Upon the occurrence of an event of default hereunder and so long as such event of default is continuing, the Bank or any other owner of the Bond, by notice in writing delivered to the Company and the Issuer, may declare the principal installments of the Bond and the

interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement and the Note from the Company shall become immediately due and payable as provided in Section 6.2 of the Agreement.

While any principal installment of, premium, if any, or interest on the Bond remains unpaid, the Issuer shall not exercise any of the remedies available upon an "Event of Default" specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank or any other owner of the Bond.

Upon the occurrence of an event of default hereunder, the Bank or any other owner of the Bond may exercise such rights as exist under the Agreement, the Note, the Mortgage, the Assignment of Rents, the Assignment, the Guaranty or this Ordinance, and may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments of premium, if any, and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Company and the Guarantor as herein and in the Agreement, the Note, the Mortgage, the Assignment of Rents and the Guaranty set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bank (or any other owner of the Bond) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or any other owner of the Bond hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default hereunder or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of Section 11 or under the provisions of Article VI of the Agreement (after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer or the Bank or any other owner of the Bond) and under the Mortgage, the Assignment of Rents, the Assignment and the Guaranty, and all moneys in the Construction Fund or any other fund or account held by the Bank pursuant to the Agreement, the Note, the Mortgage, the Assignment of Rents, the Assignment or the Guaranty at the time of the occurrence of an event of default hereunder, shall be paid to the Bank on behalf of the Issuer, and shall be applied to the payment of the principal installments, premium, if any, and interest due and unpaid upon the Bond to the person or persons entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section 11, such moneys shall be applied to the payment of the principal installments of, premium, if any, or interest on the Bond upon payment of such moneys to the Bank.

Whenever all principal installments of, premium, if any, and interest on the Bond have been paid under the provisions of this Section 11 and all expenses of the Bank and the

Issuer have been paid, any amounts paid to the Bank and not so applied shall be paid to the Company pursuant to Section 9.5 of the Agreement, subject to the provisions of the Arbitrage Regulation Agreement.

The Bank (or any other owner of the Bond) may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of acceleration of principal, and in case of any such waiver or rescission, or in case any proceeding taken by the Bank on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every case the Issuer, the Company, the Guarantor, the Bank and any other owner of the Bond shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other event of default hereunder, or impair any right consequent thereon.

With regard to any default concerning which notice is given to the Company under the provisions of this Section 11, the Issuer hereby grants the Company full authority for the account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

*Sale of the Bond: Execution of Documents.*

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$500,000 and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by such City Council, and the Bond Purchase Agreement in substantially the form which has been presented to the City Council is hereby in all respects authorized, approved and confirmed.

The Mayor, the City Comptroller or the Acting City Comptroller of the Issuer is hereby authorized, empowered and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix the official seal of the Issuer thereto, and the Mayor, the City Comptroller, the Acting City Comptroller and the City Clerk are hereby authorized, empowered and directed to deliver the Bond Purchase Agreement, such Bond Purchase Agreement to be in substantially the same form as presented to and approved by the City Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Bond Purchase Agreement presented to and approved by the City Council of the Issuer.

(b) The Agreement, the Mortgage, the Assignment of Rents, the Assignment and the Arbitrage Regulation Agreement in substantially the form in which the same have been presented to the City Council of the Issuer are hereby approved by such City Council, and are in all respects authorized, approved and confirmed.

The Mayor, the City Comptroller or the Acting City Comptroller of the Issuer is hereby authorized, empowered and directed to execute the Agreement, the Mortgage, the Assignment of Rents, the Assignment and the Arbitrage Regulation Agreement for and on

behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix the official seal of the Issuer thereto, and the Mayor, the City Comptroller, the Acting City Comptroller and the City Clerk are hereby authorized, empowered and directed to deliver the Agreement, the Mortgage, the Assignment of Rents, the Assignment and the Arbitrage Regulation Agreement, such Agreement, Mortgage, Assignment of Rents, Assignment and Arbitrage Regulation Agreement to be in substantially the same form as presented to and approved by the City Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement, Mortgage, Assignment of Rents, Assignment and the Arbitrage Regulation Agreement presented to and approved by the City Council of the Issuer.

*Performance Provisions.*

SECTION 13. The Mayor, the City Comptroller, the Acting City Comptroller and the City Clerk of the Issuer, for and on behalf of the Issuer be, and each of them hereby is, authorized, empowered and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bond 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 Acting City Comptroller and the City Clerk of the Issuer be, and they are hereby, further authorized, empowered and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments 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, accomplishments and purposes of the Issuer under the Agreement, the Mortgage, the Assignment of Rents, the Assignment, the Arbitrage Regulation Agreement and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

*Notices.*

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at P.O. Box 755, 111 West Monroe Street, Chicago, Illinois 60690, Attention: Midwest Banking Group, Re: M. Putterman and Co., Inc.; and if to the Company at 4834 South Oakley Street, Chicago, Illinois 60609, Attention: General Partner.

*Ordinance a Contract; Provisions for Modifications,  
Alterations and Amendments.*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner of the Bond hereby authorized; and after the issuance of the Bond, no modification, alteration, amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the Bank or any other

owner of the Bond until such time as all principal installments of, premium, if any, and interest on the Bond shall have been paid in full.

*Satisfaction and Discharge.*

SECTION 16. All rights and obligations of the Issuer, the Company and the Guarantor under the Bond, this Ordinance, the Agreement, the Note, the Mortgage, the Assignment of Rents, the Assignment, the Guaranty, the Arbitrage Regulation Agreement and the Bond Purchase Agreement shall terminate and such instruments shall cease to be of further effect, and the Bank or any other owner of the Bond shall surrender the Bond, cancel the Bond, deliver the cancelled Bond to the Issuer, deliver a copy of the cancelled Bond to the Company and assign and deliver to the Company any moneys required to be paid to the Company under Section 7 hereof when:

(a) all expenses of the Issuer and the Bank required or permitted to be paid pursuant to this Ordinance, the Agreement, the Note, the Mortgage, the Assignment of Rents, the Assignment, the Guaranty, the Arbitrage Regulation Agreement and the Bond Purchase Agreement shall have been paid;

(b) the Issuer, the Company and the Guarantor shall have performed all of their covenants and promises in the Bond, this Ordinance, the Agreement, the Note, the Mortgage, the Assignment of Rents, the Assignment, the Guaranty, the Arbitrage Regulation Agreement and the Bond Purchase Agreement; and

(c) all principal installments of, premium, if any, and interest on the Bond have been paid.

*Severability.*

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 sections, paragraphs, clauses or provisions hereof.

*Captions.*

SECTION 18. 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.

*Provisions in Conflict Superseded.*

SECTION 19. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk of the Issuer in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its adoption as provided by law.

*Allocation.*

SECTION 20. The approval and execution of this Ordinance by the City Council of the Issuer shall be deemed to constitute an allocation to the Bond of \$500,000 of the Issuer's share of the private activity bond limit of the State of Illinois under Section 103(n) of the Code, and the Mayor of the Issuer, as the presiding officer of the City Council of the Issuer, is hereby authorized to execute a certificate under penalty of perjury, as required by Section 103(n)(12) of the Code, that such allocation was not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

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AUTHORITY GRANTED FOR EXECUTION OF BUSINESS  
DEVELOPMENT LOAN AGREEMENT TO ASSIST  
L.S.L. INDUSTRIES, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Business Development Loan Agreement whereby Community Development Block Grant Funds will be lent to assist L.S.L. Industries, Incorporated, in its business expansion project, located at 7383 North Rogers Avenue, in the amount of \$114,000.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The U. S. Department of Housing and Urban Development has made available to the City of Chicago, through its federal Community Development Block Grant Program, a grant in the amount of \$1,500,000 to be used to make low interest loans to start up and expand businesses; and

WHEREAS, L.S.L. Industries, Incorporated, an Illinois corporation, has made application to the Department of Economic Development to borrow \$114,000 for purchase of land and building at 7383 N. Rogers, which will result, among other things, in the

creation of an estimated 12 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of L.S.L. Industries, Incorporated; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with L.S.L. Industries, Incorporated, pursuant to which the City will lend \$114,000 to L.S.L. Industries, Incorporated in order to assist it to expand its plastic manufacturing operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

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

Exhibit A (Loan and Security Agreement) attached to this ordinance reads as follows:

This Agreement is entered into and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602 and L.S.L. Industries, Inc., an Illinois corporation, with principal offices at 1826 1/2 North Elston Avenue, Chicago, Illinois 60622 ("Borrower").

*Recitals:*

Whereas, D.E.D. was established on 10 February, 1982 by ordinance of the City Council of the City of Chicago; and

Whereas, D.E.D. has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City; and

Whereas, D.E.D. has funds available to it through the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development in the amount of \$1,500,000; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$114,000 ("Loan") for the purposes of business expansion.

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:



Section 1. The above recitals are incorporated herein and made a part hereof by reference.

Section 2. Definitions.

2.01 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

2.02 "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Collateral" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

2.03 "Collateral" shall mean those assets of Borrower (individually or collectively), now owned or hereafter acquired in which Borrower has granted Lender a security interest as set forth in Section 4 of this Agreement as security for the Loan.

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

2.05 "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (other than Lender), heretofore, now and/or from time to time hereafter owed, whether under written or oral agreement, operation of law, or otherwise.

2.06 "Other Agreements" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

2.07 "Property" shall mean that real estate located at 7383 North Rogers, Chicago, Illinois, 60645 and all buildings, facilities and structures now existing or hereafter erected thereon.

2.08 "Project" shall mean all activities of Borrower on the Property using the proceeds of the Loan or other Indebtedness.

2.09 "Senior Lender" shall mean Golf Mill State Bank

Section 3. Loan.

The Loan shall be made upon the following terms and conditions:

3.01 The principal sum of the Loan shall be \$114,000.

3.02 The term of the Loan shall be 10 years.

3.03 The rate of interest charged on the Loan, per annum, shall be 75% of that rate of interest charged by First National Bank of Chicago to its most creditworthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"), payable in equal monthly installments in the amount set forth on Lender statement(s) provided Borrower on or before the 10th day of January, April, July and October of each year the Loan remains outstanding. The aforesaid interest rate shall be established as of the date this Agreement is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be January 1986.

3.04 Repayment of the Loan shall be in 120 equal monthly installments of principal plus interest thereon as adjusted from time to time pursuant to Paragraph 3.03 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower.

3.05 Borrower expressly agrees that Loan proceeds shall be used only for the purchases of the real property located at 7383 North Rogers; and that occupying the Property, Borrower has not discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

#### Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower hereby grants to Lender a security interest in and to all Borrower's now owned or hereafter acquired:

4.01 The realty at 7383 North Rogers, Chicago, Illinois 60645.

4.02 Goods (other than inventory) machinery equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.03 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times

hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.04 Borrower shall execute such financing statements and security agreements as Lender may request, which statements and agreements shall be recorded at such locations as the Lender designates to perfect its security interest in the Collateral.

4.05 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$114,000, plus additional amounts actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

4.06 Borrower agrees that Ashok Luthra v. Jay Luthra shall personally guaranty repayment of the Loan.

#### Section 5. Conditions Precedent.

The following, shall be required of Borrower as conditions precedent to disbursement of Loan proceeds:

5.01 Borrower shall certify to Lender that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds.

5.02 Borrower shall have furnished to City duly executed financing statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of Deeds, respectively.

5.03 Borrower shall have furnished to City copies of insurance policies or certificates of insurance indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. Said policy or policies shall be duly endorsed identifying the City as a loss payee, as its interests appear.

5.04 Personal Guarantee of repayment of the Loan.

5.06 Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of security interest as security therefor.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

6.01 All representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

6.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its incorporation as represented at the beginning of this Agreement, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's Articles of Incorporation or bylaws, or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.03.

6.04 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the

Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the Financial statements).

6.05 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

6.06 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. In addition, upon request by D.E.D., Borrower shall submit to D.E.D. no more frequently than once per calendar quarter, statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.

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

#### Section 7. Maintaining Records/Right to Inspect.

7.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or the U. S. Department of Housing and Urban Development ("H.U.D.") necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and (H.U.D.)

7.02 Any duly authorized representative of the Lender or E.D.A. shall, at all reasonable times, have access to all portions of the Project.

7.03 The rights of access and inspection provided in this Section 7 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

#### Section 8. Jobs.

8.01 Borrower shall use its best efforts to maintain approximately 6 present full-time jobs as of the date of application for the Loan; and shall use its best efforts to create approximately 12 new, permanent jobs within 12 months after execution of this Agreement.

8.02 Borrower shall report in writing to D.E.D. as D.E.D. may from time to time request, the numbers and kinds of jobs maintained, created and filled.

#### Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) failure to make when due and owing, any payment which failure shall continue for a period of (10) days following notice thereof to Borrower; (b) failure to perform any obligations or of any covenants or liabilities contained or referred to herein other than payment due hereunder; (c) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (e) Borrower's sale, partial sale, transfer or voluntary disposition of its business; (f) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (f) of this Section 9, continuing for a period of 60 days after notice thereof to Borrower; or (h) any default of Other Agreements with the Lender or to the Senior Lender which would permit the Lender or the Senior Lender as the case may be, after the expiration of any applicable cure period thereunder, to accelerate its loan.

#### Section 10. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter

(if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Lender so long as any part of Borrower's Liabilities remain unsatisfied.

#### Section 11. No Waiver by Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

Lender's delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights hereunder, shall not operate as a waiver of such rights or limit them in any way so long as an Event of Default shall be continuing.

#### Section 12. Labor Standards.

If Loan proceeds are used for construction, Borrower shall be required to meet (including all contractors of Borrower) labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276-a-5).)

#### Section 13. Prepayment.

This Loan may be prepaid at any time without premium or penalty.

Section 14. Equal Employment.

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

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

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

14.03 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 who breaches this covenant.

Section 15. Disclaimer of Relationship.

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

Section 16. Conflict of Interest.

No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 17. Limitation of Liability.

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

Section 18. Non-Assignability.

18.01 Borrower may not sell, assign or transfer this Agreement.





11/26/85

REPORTS OF COMMITTEES

22909

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officer of \_\_\_\_\_ (the "\_\_\_\_\_") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as Officer of \_\_\_\_\_ the \_\_\_\_\_ and as the own free and voluntary act of the \_\_\_\_\_ for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
ALLOCATION OF MOTOR FUEL TAX FUNDS AMENDED FOR  
VARIOUS ALLEY CONSTRUCTION PROJECTS

The Committee on Finance submitted a report recommending that the City Council pass seventeen proposed ordinances transmitted therewith, authorizing the amendment of various ordinances allocating Motor Fuel Tax Funds for alley construction projects in the amount of \$156,841.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

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

*Project Number U-5024.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15927, 15928 and 15929 of the Council Journal, providing for construction of New Alley Construction 1985-1 M.F.T. Project No. U-5024 be amended to

increase the allocation of Motor Fuel Tax Funds from \$75,200.00 to \$84,608.00 so that Section 1 of said ordinance shall read as follows:

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-four Thousand Six Hundred Eight (\$84,608.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-1 M.F.T. Project U-5024, in the construction of the following new alleys:

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|----------------|--|
| Alley No. 1 -- | Alley between West 53rd Street, West 54th Street, Grand Trunk and Western Railroad and South Millard Avenue; |
| Alley No. 2 -- | Alley between West 50th Street, South Archer Avenue, South Komensky Avenue and South Karlov Avenue;          |
| Alley No. 3 -- | Alley between North Clybourn Avenue, West Barry Avenue and North Western Avenue (Triangle);                  |
| Alley No. 4 -- | Alley between West Eddy Street, North Elston Avenue, North Albany Avenue and North Troy Street.              |

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 from and after its passage and approval.

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*Project Number U-5025.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15913 and 15914 of the Council Journal, providing for the construction of New Alley Construction 1985-2 M.F.T. Project No. U-5025 be amended to increase the allocation of the Motor Fuel Tax Funds from \$47,900.00 to \$55,000.00 so that Section 1 of said ordinance shall read as follows:

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-five Thousand (\$55,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-2 M.F.T. Project U-5025, in the construction of the following new alleys:

- Alley No. 1 -- Alley between West Pratt Avenue, North Onarga Avenue, North Olympia Avenue and North Oxford Avenue;
- Alley No. 2 -- Alley between West Berwyn Avenue, West Foster Avenue, North Oketo Avenue and North Osceola Avenue;
- Alley No. 3 -- Alley between West Thorndale Avenue, West Ardmore Avenue, North Ozark Avenue and North Canfield Avenue;
- Alley No. 4 -- Alley between West Estes Avenue, West Greenleaf Avenue, North Wolcott Avenue and North Damen Avenue.

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 from and after its passage and approval.

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*Project Number U-5027.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15916 and 15917 of the Council Journal, providing for the construction of New Alley Construction 1985-4 M.F.T. Project No. U-5027 be amended to increase the allocation of Motor Fuel Tax Funds from \$100,200.00 to \$102,821.00 so that Section 1 of said ordinance shall read as follows:

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 One Hundred Two Thousand Eight Hundred Twenty-one (\$102,821.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-4 M.F.T. Project U-5027, in the construction of the following new alleys:

- Alley No. 1 -- Alley between West 64th Street, West 65th Street, Chicago Union Transfer Railroad and South Knox Avenue;
- Alley No. 2 -- Alley between West 64th Street, West 64th Place, South St. Louis Avenue and South Central Park Avenue;
- Alley No. 3 -- Alley between West 90th Street, West 91st Street, South May Street and South Racine Avenue;

Alley No. 4 -- Alley between West 64th Place, West 65th Street, South Latrobe Avenue and South Lockwood Avenue.

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 from and after its passage and approval.

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*Project Number U-5028.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15917, 15918 and 15919 of the Council Journal, providing for the construction of New Alley Construction 1985-5 M.F.T. Project No. U- 5028 be amended to increase the allocation of Motor Fuel Tax Funds from \$81,800.00 to \$94,000.00 so that Section 1 of said ordinance shall read as follows:

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 Ninety-four Thousand (\$94,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-5 M.F.T. Project U- 5028, in the construction of the following new alleys:

Alley No. 1 --	Alley between East 85th Street, South Chicago Avenue, South Yates Avenue and South Oglesby Avenue;
Alley No. 2 --	Alley between East 80th Street, East 81st Street, South Bennett Avenue and South Constance Avenue;
Alley No. 3 --	Alley between East 84th Street, East 84th Place, South Cregier Avenue and South East End Avenue;
Alley No. 4 --	Alley between South Anthony Avenue, East 89th Street, South Yates Avenue and South Oglesby Avenue.

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 from and after its passage and approval.

*Project Number U-5029.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15919 and 15920 of the Council Journal, providing for the construction of New Alley Construction 1985-6 M.F.T. Project No. U-5029 be amended to increase the allocation of Motor Fuel Tax Funds from \$46,500.00 to \$54,100.00 so that Section 1 of said ordinance shall read as follows:

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-four Thousand and One Hundred (\$54,100.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-6 M.F.T. Project U-5029, in the construction of the following new alleys:

- |                |  |
|----------------|--|
| Alley No. 1 -- | Alley between West 98th Street, West 98th Place, South Princeton Avenue and South Harvard Avenue;      |
| Alley No. 2 -- | Alley between East 101st Street, East 102nd Street, South Prairie Avenue and South Indiana Avenue;     |
| Alley No. 3 -- | Alley between East 100th Street, East 101st Street, South Vernon Avenue and South King Drive;          |
| Alley No. 4 -- | Alley between East 102nd Street, East 102nd Place, South Dauphin Avenue and South St. Lawrence Avenue. |

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 from and after its passage and approval.

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*Project Number U-5030.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15920, 15921 and 15922 of the Council Journal, providing for the construction of New Alley Construction 1985-7 M.F.T. Project No. U- 5030 be amended to

increase the allocation of Motor Fuel Tax Funds from \$116,400.00 to \$139,000.00 so that Section 1 of said ordinance shall read as follows:

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 One Hundred Thirty-nine Thousand (\$139,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-7 M.F.T. Project U-5030, in the construction of the following new alleys:

- |                |   |
|----------------|---|
| Alley No. 1 -- | Alley between West 108th Street, West 109th Street, South Eggleston Avenue and South Normal Avenue; |
| Alley No. 2 -- | Alley between West 108th Street, West 109th Street, South Normal Avenue and South Parnell Avenue;   |
| Alley No. 3 -- | Alley between West 90th Street, West 91st Street, South Aberdeen Street and South May Street;       |
| Alley No. 4 -- | Alley between East 91st Street, East 92nd Street, South Yates Avenue and South Oglesby Avenue.      |

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 from and after its passage and approval.

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*Project Number U-5031.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15922 and 15923 of the Council Journal, providing for the construction of New Alley Construction 1985-8 M.F.T. Project No. U-5031 be amended to increase the allocation of Motor Fuel Tax Funds from \$56,500.00 to \$64,600.00 so that Section 1 of said ordinance shall read as follows:

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-four Thousand and Six Hundred (\$64,600.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-8 M.F.T. Project U-5031, in the construction of the following new alleys:

- Alley No. 1 -- Alley between West 122nd Street, West 123rd Street, South LaSalle Street and South Wentworth Avenue;
- Alley No. 2 -- Alley between West Vermont Street, West 128th Place, South Emerald Avenue and South Halsted Street;
- Alley No. 3 -- Alley between East 122nd Place, East 123rd Street, South Michigan Avenue and South State Street;
- Alley No. 4 -- Alley between West 127th Place, West 128th Street, P.C.C. & St. Louis Railroad and South Parnell Avenue.

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 from and after its passage and approval.

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*Project Number U-5032.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15923, 15924 and 15925 of the Council Journal, providing for the construction of New Alley Construction 1985-9 M.F.T. Project No. U- 5032 be amended to increase the allocation of Motor Fuel Tax Funds from \$81,500.00 to \$83,912.00 so that Section 1 of said ordinance shall read as follows:

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-three Thousand Nine Hundred Twelve (\$83,912.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-9 M.F.T. Project U-5032, in the construction of the following new alleys:

- Alley No. 1 -- Alley between West 68th Street, West 69th Street, South Oakley Avenue and South Claremont Avenue;
- Alley No. 2 -- Alley between West 69th Street, West 70th Street, South Winchester Avenue and South Damen Avenue;
- Alley No. 3 -- Alley between West 81st Street, West 82nd Street, South Honore Street and South Wolcott Avenue;



Alley No. 4 -- Alley between West 81st Street, West 82nd Street, South Wolcott Avenue and South Winchester Avenue.

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 from and after its passage and approval.

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*Project Number U-5033.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15925 and 15926 of the Council Journal, providing for the construction of New Alley Construction 1985-10 M.F.T. Project No. U-5033 be amended to increase the allocation of Motor Fuel Tax Funds from \$90,300.00 to \$102,000.00 so that Section 1 of said ordinance shall read as follows:

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 One Hundred Two Thousand (\$102,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-10 M.F.T. Project U-5033, in the construction of the following new alleys:

Alley No. 1 -- Alley between East 120th Street, East 120th Place, South Indiana Avenue and South Michigan Avenue;

Alley No. 2 -- Alley between East 125th Place, East 126th Place, South Indiana Avenue and South Edbrooke Avenue;

Alley No. 3 -- Alley between West 111th Street, West 111th Place, South Aberdeen Street and South Racine Avenue;

Alley No. 4 -- Alley between West 111th Street, West 112th Street, South Normal Avenue and South Parnell Avenue.

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 from and after its passage and approval.

*Project Number U-5038.*

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

SECTION 1. That the ordinance passed by the City Council on May 30, 1985 and appearing on pages 16751, 16752 and 16753 of the Council Journal, providing for the construction on New Alley Construction 1985-11 M.F.T. Project No. U- 5038 be amended to increase the allocation of Motor Fuel Tax Funds from \$55,200.00 to \$65,200.00 so that Section 1 of said ordinance shall read as follows:

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 Two Hundred (\$65,200.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-11 M.F.T. Project No. U-5038, in the construction of the following new alleys:

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|----------------|---|
| Alley No. 1 -- | Alley between West Cornelia Avenue, West Roscoe Street, North Oleander Avenue and North Oriole Avenue;        |
| Alley No. 2 -- | Alley between West Belmont Avenue, West Barry Avenue, North Olcott Avenue and North Oleander Avenue;          |
| Alley No. 3 -- | Alley between West School Street, West Belmont Avenue, North Oconto Avenue and North Octavia Avenue;          |
| Alley No. 4 -- | Alley between West Waveland Avenue, West Addison Street, North Oketo Avenue and North Osceola Avenue;         |
| Alley No. 5 -- | Alley between West Higgins Avenue, West Balmoral Avenue, North Nottingham Avenue and North Mont Clare Avenue. |

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 from and after its passage and approval.

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*Project Number U-5039.*

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

SECTION 1. That the ordinance passed by the City Council on May 30, 1985 and appearing on pages 16753 and 16754 of the Council Journal, providing for the construction

on New Alley Construction 1985-12 M.F.T. Project No. U-5039 be amended to increase the allocation of Motor Fuel Tax Funds from \$64,200.00 to \$70,700.00 so that Section 1 of said ordinance shall read as follows:

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 Thousand Seven Hundred (\$70,700.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-12 M.F.T. Project No. U-5039, in the construction of the following new alleys:

- |                |  |
|----------------|--|
| Alley No. 1 -- | Alley between South Hillock Avenue, Railroad R.O.W., South Bonfield Avenue and South Loomis Street;      |
| Alley No. 2 -- | Alley between C. B. and W. Railroad, West 23rd Street, South Trumbull Avenue and South St. Louis Avenue; |
| Alley No. 3 -- | Alley between West Lunt Avenue, West Ibsen Avenue, North Odell Avenue and North Osceola Avenue;          |
| Alley No. 4 -- | Alley between West Winnemac Avenue, West Argyle Street, North Leclaire Avenue and North Laramie Avenue.  |

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 from and after its passage and approval.

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*Project Number U-5040.*

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

SECTION 1. That the ordinance passed by the City Council on May 30, 1985 and appearing on pages 16754, 16755 and 16756 of the Council Journal, providing for the construction on New Alley Construction 1985-13 M.F.T. Project No. U- 5040 be amended to increase the allocation of Motor Fuel Tax Funds from \$73,800.00 to \$82,800.00 so that Section 1 of said ordinance shall read as follows:

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-two Thousand Eight Hundred (\$82,800.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-13 M.F.T. Project No. U-5040, in the construction of the following new alleys:

- Alley No. 1 -- Alley between West 80th Street, West 81st Street, South Winchester Avenue and South Damen Avenue;
- Alley No. 2 -- Alley between West 87th Street, West 88th Street, South Throop Street and South Ada Street;
- Alley No. 3 -- Alley between West 88th Street, West 89th Street, South Loomis Street and South Bishop Street;
- Alley No. 4 -- Alley between West 56th Street, West 57th Street, South Natoma Avenue and South Normandy Avenue.

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 from and after its passage and approval.

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Project Number U-5041.

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

SECTION 1. That the ordinance passed by the City Council on May 30, 1985 and appearing on pages 16756 and 16757 of the Council Journal, providing for the construction on New Alley Construction 1985-14 M.F.T. Project No. U-5041 be amended to increase the allocation of Motor Fuel Tax Funds from \$69,200.00 to \$78,000.00 so that Section 1 of said ordinance shall read as follows:

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 (\$78,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-14 M.F.T. Project No. U-5041, in the construction of the following new alleys:

- Alley No. 1 -- Alley between West 88th Street, West 89th Street, South Paulina Street and South Hermitage Avenue;
- Alley No. 2 -- Alley between West 88th Street, West 89th Street, South Marshfield Avenue and South Paulina Street;
- Alley No. 3 -- Alley between C.R.I. and P. Railroad, West 90th Street, South Marshfield Avenue and South Paulina Street;

Alley No. 4 -- Alley between West 101st Street, West 102nd Street, South State Street and South Lafayette Avenue.

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 from and after its passage and approval.

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*Project Number U-5042.*

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

SECTION 1. That the ordinance passed by the City Council on May 30, 1985 and appearing on pages 16757, 16758 and 16759 of the Council Journal, providing for the construction on New Alley Construction 1985-15 M.F.T. Project No. U- 5042 be amended to increase the allocation of Motor Fuel Tax Funds from \$58,500.00 to \$65,700.00 so that Section 1 of said ordinance shall read as follows:

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 Seven Hundred (\$65,700.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-15 M.F.T. Project No. U-5042, in the construction of the following new alleys:

Alley No. 1 --	Alley between East 108th Street, East 109th Street, South Rhodes Avenue and South Eberhart Avenue;
Alley No. 2 --	Alley between West 103rd Street, West 104th Street, South State Street and South Perry Avenue;
Alley No. 3 --	Alley between West 106th Place, West 107th Street, South Lafayette Avenue and South Perry Avenue;
Alley No. 4 --	Alley between West 108th Street, West 108th Place, South State Street and South Perry Avenue.

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 from and after its passage and approval.

*Project Number U-5043.*

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

SECTION 1. That the ordinance passed by the City Council on May 30, 1985 and appearing on pages 16759 and 16760 of the Council Journal, providing for the construction of New Alley Construction 1985-16 M.F.T. Project No. U-5043 be amended to increase the allocation of Motor Fuel Tax Funds from \$109,600.00 to \$122,900.00 so that Section 1 of said ordinance shall read as follows:

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 One Hundred Twenty-two Thousand Nine Hundred (\$122,900.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-16 M.F.T. Project No. U-5043, in the construction of the following new alleys:

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|----------------|--|
| Alley No. 1 -- | Alley between West 127th Street, West 128th Place, South Parnell Avenue and South Wallace Street;  |
| Alley No. 2 -- | Alley between West 115th Street, West 116th Street, South Wentworth Avenue and South Yale Avenue;  |
| Alley No. 3 -- | Alley between West 120th Street, West 121st Street, South Justine Street and South Ashland Avenue; |
| Alley No. 4 -- | Alley between West Vermont Street, West 128th Place South Union Avenue and South Emerald Avenue.   |

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 from and after its passage and approval.

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*Project Number U-5044.*

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

SECTION 1. That the ordinance passed by the City Council on May 30, 1985 and appearing on pages 16760, 16761 and 16762 of the Council Journal, providing for the construction of New Alley Construction 1985-17 M.F.T. Project No. U- 5044 be amended to

increase the allocation of Motor Fuel Tax Funds from \$77,300.00 to \$86,300.00 so that Section 1 of said ordinance shall read as follows:

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-six Thousand Three Hundred (\$86,300.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-17 M.F.T. Project No. U-5044, in the construction of the following new alleys:

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|----------------|--|
| Alley No. 1 -- | Alley between East 79th Street, East 80th Street, South Escanaba Avenue and South Muskegon Avenue;     |
| Alley No. 2 -- | Alley between East 89th Street, East 90th Street, South Yates Boulevard and South Oglesby Avenue;      |
| Alley No. 3 -- | Alley between East 100th Place, East 101st Street, South Dauphin Avenue and South St. Lawrence Avenue; |
| Alley No. 4 -- | Alley between West 105th Street, West 105th Place, South St. Louis Avenue and South Drake Avenue.      |

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 from and after its passage and approval.

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*Project Number U-5045.*

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

SECTION 1. That the ordinance passed by the City Council on May 30, 1985 and appearing on pages 16762 and 16763 of the Council Journal, providing for the construction of New Alley Construction 1985-18 M.F.T. Project No. U-5045 be amended to increase the allocation of Motor Fuel Tax Funds from \$67,000.00 to \$76,300.00 so that Section 1 of said ordinance shall read as follows:

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-six Thousand Three Hundred (\$76,300.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-18 M.F.T. Project No. U-5045, in the construction of the following new alleys:

- Alley No. 1 -- Alley between East 103rd Street, East 104th Street, South Dr. Martin Luther King Jr. Drive and South Calumet Avenue;
- Alley No. 2 -- Alley between East 104th Street, East 105th Street, South Eberhart Avenue and South Vernon Avenue;
- Alley No. 3 -- Alley between East 104th Street, East 105th Street, South Vernon Avenue and South Dr. Martin Luther King Jr. Drive;
- Alley No. 4 -- Alley between West 114th Place, West 115th Street, South Elizabeth Street and South Throop Street.

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 from and after its passage and approval.

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APPROVAL GIVEN TO AMENDMENT OF SITE DESIGNATION  
FOR HUMBOLDT PARK LEARNING CENTER  
(PROJECT JC-10).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending an ordinance passed by the City Council concerning a correction of the legal description necessary for the proper site designation of the Humboldt Park Learning Center.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Public Building Commission of Chicago, on May 21, 1985, by Resolution No. 10806, designated a site for acquisition and construction of educational and instructional facilities for the Humboldt Park Learning Center located in the vicinity of North Kedzie Avenue and West Division Street; and



WHEREAS, The City Council of the City of Chicago, on August 7, 1985, at pages 18859, 18872 and 18873 of the Journal of Proceedings, approved the site designated by the Public Building Commission for said facilities; and

WHEREAS, The legal description for the site as approved by the City Council of the City of Chicago contained certain errors therein with respect to the area included in the subject project boundaries; and

WHEREAS, The Public Building Commission of Chicago has requested, pursuant to the requirements of Section 14 of the Public Building Commission Act of the State of Illinois, as amended, that the City Council of the City of Chicago approve the amendment of the legal description for the site designation in order to conform with the area to be improved as the Humboldt Park Learning Skills Center (Project JC-10); and

WHEREAS, The subject area as amended lies wholly within the territorial limits of the City of Chicago, is conveniently located, and is of sufficient size to provide appropriate architectural setting and adequate landscaping for such facilities; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following legal description, as amended, of the site heretofore selected, located, and designated by the Public Building Commission of Chicago, for acquisition and construction of the Humboldt Park Learning Center (Project JC-10):

Lots 89 through 98, both inclusive, and Lots 99 through 107, both inclusive, in Block 8 in S.E. Gross' Fifth Humboldt Park Addition to Chicago, a subdivision of Blocks 5 and 8 and Lots 1 through 24, both inclusive, of Block 6 in Weage's, Eberhardt and Bartlett's subdivision in the southeast 1/4 of the northeast 1/4 of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The sole purpose for the adoption of this ordinance is to amend the legal description for the site designated for the Humboldt Park Learning Center (Project JC-10) by substituting the hereinabove legal description in lieu and in place of that set forth in the ordinance heretofore adopted by the City Council of the City of Chicago on August 7, 1985, at pages 18859, 18872 and 18873 of the Journal of Proceedings, and in all other respects the provisions of said ordinance are hereby approved, ratified and affirmed.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

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APPROVAL GIVEN TO REVISED PROCEDURES AND REQUIREMENTS  
CONCERNING O'HARE DEVELOPMENT PROGRAM AT CHICAGO-  
O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, giving approval to revised procedures and

requirements concerning the O'Hare Development Program at Chicago-O'Hare International Airport.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago owns and operates Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The City is undertaking the acquisition, construction and equipping of a series of improvements at the Airport known as the O'Hare Development Program (the "Program"); and

WHEREAS, The City has heretofore entered into Airport Use Agreements and Terminal Facilities Leases (the "Airport Use Agreements") with certain air transportation companies operating at the Airport, relating to, among other things, the financing of capital improvements at the Airport included within the Program; and

WHEREAS, In order to finance a portion of the cost of such capital improvements, the City intends to issue not to exceed \$480,000,000 aggregate principal amount of its Chicago-O'Hare International Airport General Airport Revenue Bonds, 1985 Series A (the "Series 1985 Bonds"); and

WHEREAS, The Series 1985 Bonds will be issued on a parity with certain outstanding Chicago-O'Hare International Airport General Airport Revenue Bonds heretofore issued by the City pursuant to the provisions and requirements of an 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 a security for said Bonds", as supplemented (the "General Airport Revenue Bond Ordinance"); now, therefore,

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

SECTION 1. The Commissioner of the Department of Aviation and the Commissioner of the Department of Public Works are hereby directed to prepare and submit to the Committees on Finance and Aviation of the City Council regular reports with respect to the status of the Program. Such reports shall provide detailed information with respect to the following:

- A. The status of each of the capital improvements constituting part of the Program, including the current estimated or actual construction start and completion dates, the completion status as of the date of the report and a comparison of the current estimated completion date.
- B. The reasons for delays, if any, in the estimated completion date of each capital improvement constituting part of the Program.
- C. Identification of any and all contract change orders and modifications, with a summary of the reasons for any change order or contract modification resulting in a contract price increase, either individually or in the aggregate, in excess of \$50,000 for a given contract.
- D. The current "Airline-Funded Cost" (as defined in the Airport Use Agreements) for, and the total costs (including consultant fees and charges) allocated to, each such capital improvement, together with the current projected total cost thereof.
- E. The current status, by individual capital improvement and in the aggregate, of incurred obligations payable from monies in the Project Accounts established for the deposit of the net proceeds from the Series 1985 Bonds, specifically identifying the cumulative percentage that such incurred obligations represent of the aggregate amount initially deposited in such Project Accounts.

The initial status report shall be submitted no later than January 15, 1986, and subsequent reports shall be submitted no later than March 1, 1986; April 15, 1986; June 1, 1986; July 15, 1986; September 1, 1986; October 15, 1986; December 1, 1986, and January 15, 1987, with the exception of Section E which reports shall be provided quarterly beginning January 1986.

SECTION 2. The proper officers and employees of the City are hereby directed to give to the Chairman of the Committee on Finance and to the Chairman of the Committee on Aviation not less than three (3) days' notice of the time and place of regular meetings of the following Program committees:

- Steering Committee
- Program Executive Committee
- Control Committee
- Construction Operations Committee
- Technical Committee
- Facilities Advisory Committee.

SECTION 3. Concurrently with the delivery of the Series 1985 Bonds, the City Comptroller shall cause to be deposited within designated Project Accounts of the Construction Fund from the net proceeds of the Series 1985 Bonds such amounts as the

City Comptroller shall determine in accordance with the provisions of the General Airport Revenue Bond Ordinance. Following such initial deposits, no officer or employee of the City shall be authorized to incur in the name and on behalf of the City any obligation payable from, or to make any transfer of, amounts on deposit in such Project Accounts if the effect of such obligation or transfer would be to reduce the aggregate amount on deposit in all such Project Accounts to an amount less than thirty-six and one-half percent (36 1/2%) of the aggregate amount initially deposited in such Project Accounts. Release of all of said amount constituting 36-1/2% of the initial deposit shall be made on the affirmative vote of the Committee on Finance of this City Council ("Release Vote"). The Release Vote shall be taken within thirty (30) days following the request of the Mayor for release of such amount. Failure of the Committee on Finance to act within the time specified shall be deemed a release of said amount.

Nothing contained in this Section 3 is intended, or shall be construed, to limit or restrict to any extent whatsoever the pledge contained in Section 204 of the General Airport Revenue Bond Ordinance or the appropriation of the proceeds of the Series 1985 Bonds to the purposes for which such Series 1985 Bonds are to be issued. This Ordinance shall not be construed to authorize the Committee on Finance to approve or disapprove specific contracts, including any modifications or amendments thereto, or any Program projects. The action of the Committee on Finance provided for above shall be limited to the affirmative or negative Release Vote on the request of the Mayor for the release of all, but not less than all, of the specified amount.

SECTION 4. If any one or more of the provisions of this Ordinance shall be contrary to law, then such provision shall be deemed separable from the remaining provisions hereof and shall in no way affect the validity of the other provisions hereof

SECTION 5. This Ordinance shall take effect immediately upon its enactment.

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*Re-Referred*-- EXECUTION OF LEASE BETWEEN CITY OF  
CHICAGO AND XL DISPOSAL CORPORATION FOR  
LAND IN VICINITY OF 64TH AND  
STATE STREETS.

The Committee on Finance submitted a report recommending that the City Council do not pass a proposed ordinance executing a lease to XL Disposal Corporation for land in the vicinity of 64th and State Streets to be used for the maintenance and parking of City trucks and storage of salt.

Alderman Langford moved to *Suspend the Rules Temporarily* to re-refer the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 40.

Nays -- Aldermen Rush, Tillman, Evans, Streeter, Kelley, Henry, Hagopian -- 7.

Thereupon, the said proposed ordinance was *Re-referred to the Committee on Finance*.

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*Action Deferred* -- TRANSFER OF FUNDS  
IN FINANCE GENERAL.

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

CHICAGO, November 26, 1985.

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

Your Committee on Finance to which was referred an ordinance authorizing a transfer of funds:

FROM:

Account	Number	Amount
Interest on Daily Tender Notes	100-9112-959	\$850,000,000

TO:

Account	Number	Amount
Professional and Technical Services	100-1611-140	\$850,000,000

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

*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 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
Interest on Daily Tender Notes	100-9112-959	\$850,000,000

TO:

Account	Number	Amount
Professional and Technical Services	100-1611-140	\$850,000,000

SECTION 2. That the sole purpose of this transfer of funds is to make funds available to pay incurred outside counsel fees.

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

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*Action Deferred* -- TRANSFER OF FUNDS IN FINANCE  
GENERAL.

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

CHICAGO, November 26, 1985.

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

Your Committee on Finance to which was referred an ordinance authorizing a transfer of funds:

FROM:

Account	Number	Amount
For the Reimbursement of Condominium and Cooperative Garbage Collection Fees, to be Paid Pursuant to Claims made for Reimbursement,		

Presented to the City  
Comptroller's Office (All  
Claims shall be Paid  
Pursuant to Order of the  
City Council

100-9112-930

\$400,000

TO:

Account

Number

Amount

For the Payment of Legal  
Fees Pursuant to Section  
25-13.1 of the Municipal  
Code to be expended at the  
Direction of the Committee  
on Finance

100-9112-821

\$200,000

For Legal, Technical,  
Medical and Professional  
Services, Appraisals,  
Consultants, Printers,  
Court Reporters and  
Professional Services  
Authorized by the  
City Council

100-9112-823

\$200,000

having had the same under advisement, begs leave to report and recommend that Your  
Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

*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 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

## FROM:

Account	Number	Amount
For the Reimbursement of Condominium and Cooperative Garbage Collection Fees, to be Paid Pursuant to Claims made for Reim- bursement Presented to the City Comptroller's Office (All Claims shall be Paid Pursuant to Order of the City Council	100-9112-930	\$400,000

## TO:

Account	Number	Amount
For the Payment of Legal Fees Pursuant to Section 25-13.1 of the Municipal Code to be expended at the Direction of the Committee on Finance	100-9112-821	\$200,000
For Legal, Technical, Medical and Professional Services, Appraisals, Consultants, Printers, Court Reporters and Professional Services Authorized by the City Council	100-9112-823	\$200,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funds to pay outstanding Legal Fees.

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

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Action Deferred -- TRANSFER OF FUNDS IN DEPARTMENT  
OF PURCHASES, CONTRACTS AND SUPPLIES.



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

CHICAGO, November 26, 1985.

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

Your Committee on Finance to which was referred an ordinance authorizing a transfer of funds:

FROM:

Account	Number	Amount
Salaries and Wages on Payroll	100-1810-005	\$22,000

TO:

Account	Number	Amount
Other Professional and Technical Services	100-1810-149	\$22,000

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

*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 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
Salaries and Wages on Payroll	100-1810-005	\$22,000

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TO:

Account	Number	Amount
Other Professional and Technical Services	100-1810-149	\$22,000

SECTION 2. That the sole purpose of this transfer of funds is to make funds available for payment of services incurred by the Department of Law in conjunction with services provided to the Department of Purchases, Contracts and Supplies.

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

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Action Deferred -- TRANSFER OF FUNDS IN DEPARTMENT  
OF LAW.

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

CHICAGO, November 26, 1985.

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

Your Committee on Finance to which was referred an ordinance authorizing a transfer of funds:

FROM:

Account	Number	Amount
Salaries and Wages on Payroll	100-1611-005	\$540,000

TO:

Account	Number	Amount
Professional and Technical Services	100-1611-140	\$540,000

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

*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 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
Salaries and Wages on Payroll	100-1611-005	\$540,000

TO:

Account	Number	Amount
Professional and Technical Services	100-1611-140	\$540,000

SECTION 2. That the sole purpose of this transfer of funds is to make funds available for payment of legal fees.

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

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COMMITTEE ON ECONOMIC DEVELOPMENT.

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RESOLUTION DESIGNATING PORTION OF EAST 107th STREET  
AS CLASS 6b INCENTIVE.

The Committee on Economic Development submitted the following report:

CHICAGO, November 26, 1985.

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

Your Committee on Economic Development, having had under consideration a resolution submitted by Alderman Perry H. Hutchinson (9th Ward) authorizing real estate tax incentives under classification 6(b) of the Cook County Real Property Assessment

Classification Ordinance to the real estate known as 801 East 107th Street, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, On October 21, 1985, Gerald Hartman purchased the property commonly known as 801 E. 107th Street (hereinafter referred to as the "subject property"), Chicago, Illinois for a total purchase price of \$900,000.00 with the expectation that said property would be eligible for Class 6b incentives; and

WHEREAS, The permanent index number of the subject property is 25-14-300- 012-000;

WHEREAS, The subject property was designated as being in an Enterprise Zone in April, 1985; and

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

WHEREAS, The building located on the subject property had been vacant as certified by the former owners of the subject property, Ham's Warehouse, Inc., a subsidiary of Agar Food Company; and

WHEREAS, Gerald Hartman moved his company, Chicago Midwestern Warehousing, Inc. into the building immediately following its acquisition, and has occupied the building since that time; and

WHEREAS, There is both substantial rehabilitation ongoing and planned and there is also substantial reoccupancy of an "abandoned property"; and

WHEREAS, The new use of the subject property will provide significant present and future temporary and permanent employment opportunities; and

WHEREAS, Notwithstanding the Class 6b status of the subject property, the reoccupancy of the subject property by Midwestern Warehousing, Inc. will generate significant new revenues in the form of additional state and federal income tax revenues; now, therefore,

Be It Resolved, by the City Council of the City of Chicago, County of Cook, State of Illinois that:

SECTION 1. The subject property is appropriate for Class 6b incentive statement under the Cook County Real Property Assessment Classification Ordinance of October 1, 1984.

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RESOLUTION DESIGNATING PORTION OF SOUTH CORLISS  
AVENUE AS CLASS 6b INCENTIVE.

The Committee on Economic Development submitted the following report:

CHICAGO, November 26, 1985.

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

Your Committee on Economic Development, having had under consideration a resolution submitted by Alderman Perry H. Hutchinson (9th) authorizing real estate tax incentives under classification 6(b) of the Cook County Real Property Assessment Classification Ordinance to the real estate known as 11264 S. Corliss Avenue, begs leave to recommend that Your Honorable Body Adopt said resolution which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) BERNARD J. HANSEN,  
Chairman.

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, On June 15, 1985, Gerald Hartman purchased the property commonly known as 11264 S. Corliss (hereinafter referred to as the "subject property"), Chicago, Illinois for a total purchase price of \$1,453,500.00 with the expectation that said property would be eligible for Class 6b incentives; and

WHEREAS, The permanent index numbers of the subject property are 25-23- 102-003-0000 and 25-23-102-005-0000; and

WHEREAS, The subject property was designated as being in an Enterprise Zone in April, 1985; and

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

WHEREAS, The building located on the subject property, including approximately 145,000 sq. ft. of floor area, has been vacant since 1982 as certified by the former owners of the subject property, the Equitable Life Assurance Society of the United States; and

WHEREAS, Gerald Hartman moved his company, Standard Laminators, Incorporated, into the building in July, 1985, and has occupied the building since that time; and

WHEREAS, The business of Standard Laminators, Incorporated is primarily manufacturing, being the manufacturing of laminated table tops; and

WHEREAS, There is both substantial rehabilitation ongoing and planned and there is also substantial reoccupancy of an "abandoned property"; and

WHEREAS, The new use of the subject property will provide significant present and future temporary and permanent employment opportunities; and

WHEREAS, Notwithstanding the Class 6b status of the subject property, the reoccupancy of the subject property by Standard Laminators, Incorporated will generate significant new revenues to the City in the form of additional real estate and other tax revenues; now, therefore,

Be *It Resolved*, by the City Council of the City of Chicago, County of Cook, State of Illinois That:

SECTION 1. The subject property is appropriate for Class 6b incentive statement under the Cook County Real Property Assessment Classification Ordinance of October 1, 1984.

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### COMMITTEE ON ZONING.

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#### CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREA SHOWN ON MAP 1-E.

The Committee on Zoning submitted the following report:

CHICAGO, November 26, 1985.

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

Your Committee on Zoning begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith (referred to your committee on October 9, 1985) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was 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 Gabinski, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, 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, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- Alderman Bloom.

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

The following is said ordinance as passed (the italic heading not being a part of the ordinance):

*Reclassification of Area Shown on Map No. 1-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-6 Commercial Manufacturing District symbols and indications as shown on Map No. 1-E in the area bounded by

East Ontario Street; North Lake Shore Drive; East Ohio Street; and a line 596 feet east of and parallel to North McClurg Court,

to the designation of a Residential-Business Planned Development which is hereby established in the area above-described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Residential-Business Planned Development printed on  
pages 22940 through 22947 of this Journal.]

SECTION 2. That this ordinance shall be in force and effect from and after its passage and due publication.

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CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY  
PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, November 26, 1985.

*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 12, 26, August 7, 15, October 9, 17, September II and 24, 1985) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

(Continued on page 22948)



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Residential-Business Planned Development" is owned or controlled by
2. All applicable officials reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of dwelling units, hotel uses, related recreational uses, including a swimming pool and health club, business uses, an earth station receiving dish, and off-street parking and related uses.
4. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works 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.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. There shall be no advertising signs permitted.
8. The height restriction of any building or any 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 as established by the Department of Planning, City of Community Development, Department of Aviation, and Department of Law, and approved by the City Council

9. The following information sets forth data concerning the property included in said development and generalized Land Use Plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development," as adopted by the Commissioner of the Department of Planning.

APPLICANT: Chandra K. Jha and William A. Alter

ADDRESS: 600 North Lake Shore Drive

Date: September 17, 1985

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JOURNAL--CITY COUNCIL--CHICAGO  
Residential-Business Planned Development  
Use and Bulk Regulations and Data

11/26/85

<u>Net Site Area</u>	<u>General Description of Land Use</u>	<u>Maximum Number of Dwelling Units</u>	<u>Maximum Floor Area Ratio</u>	<u>Maximum Percentage of Site Coverage</u>
42,610	Residential, hotel, office and related uses including swimming pool and recreational uses, an earth station receiving dish and on-site, off-street parking	650	28.0	83% at grade 33% at elevation 215 above grade

Gross Site Area =	Net Site Area	42,610 square feet
	Area to Remain in Public Rights-of-Way	+ 15,200 square feet
		<u>57,810 square feet</u>

Maximum Number of Dwelling Units	650 units
Maximum Number of Hotel Rooms	350 rooms
Minimum Number of Off-Street Parking Spaces	441 spaces
Minimum Number of Loading Berths	7 berths
Maximum Floor Area Ratio	28.0
Minimum Setback from Old Lake Shore Drive	20 feet
Minimum Setback from Ohio Street	0 feet
Minimum Setback from Ontario Street	0 feet
Minimum Setback from Western Boundary	0 feet
Maximum Percentage of Site Coverage	
at Grade	83%
at Elevation 215 feet above grade	33%

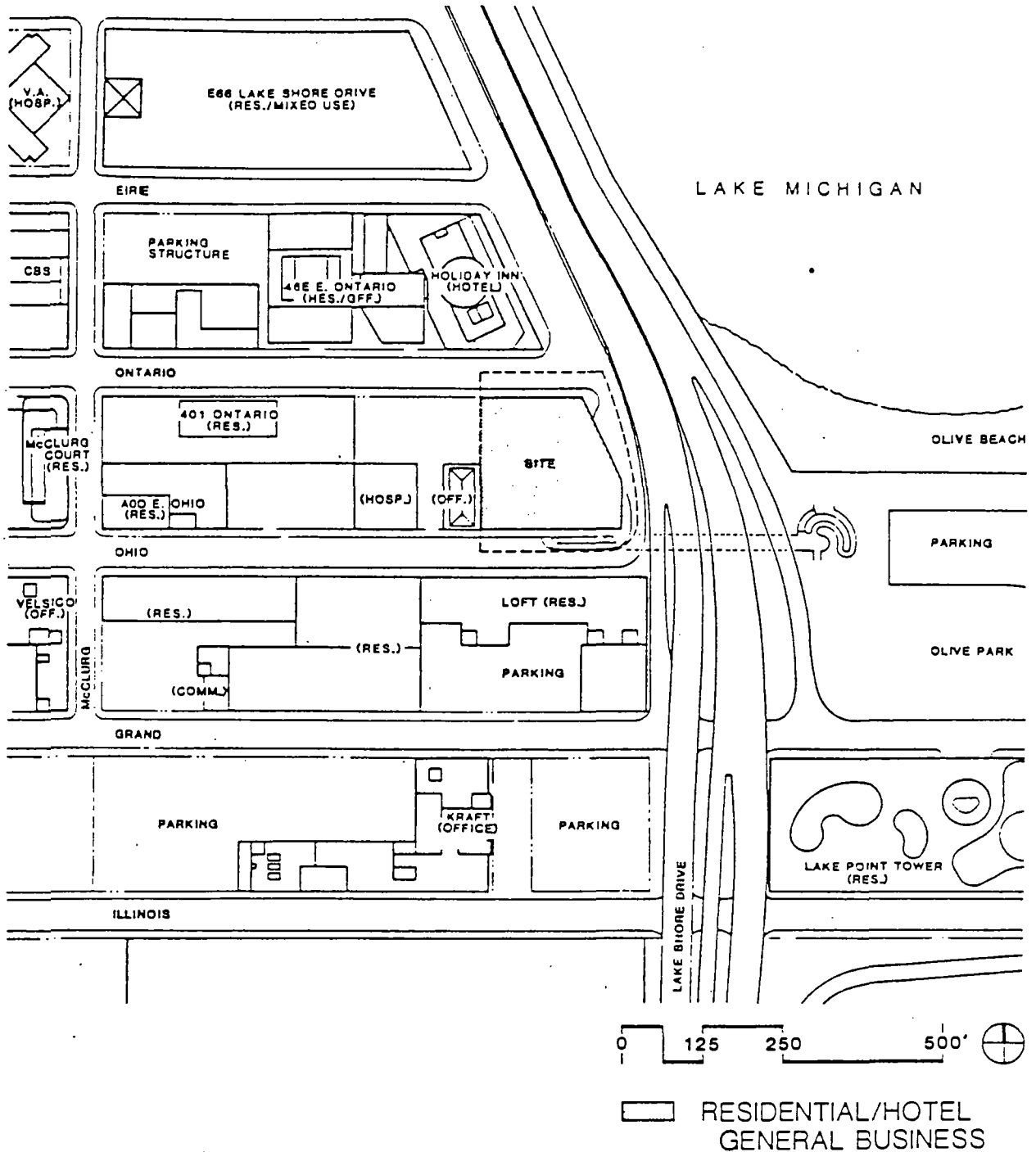
APPLICANT: Chandra K. Jha and William A. Alter

ADDRESS: 600 North Lake Shore Drive

DATE: September 17, 1985

REVISED: November 25, 1985

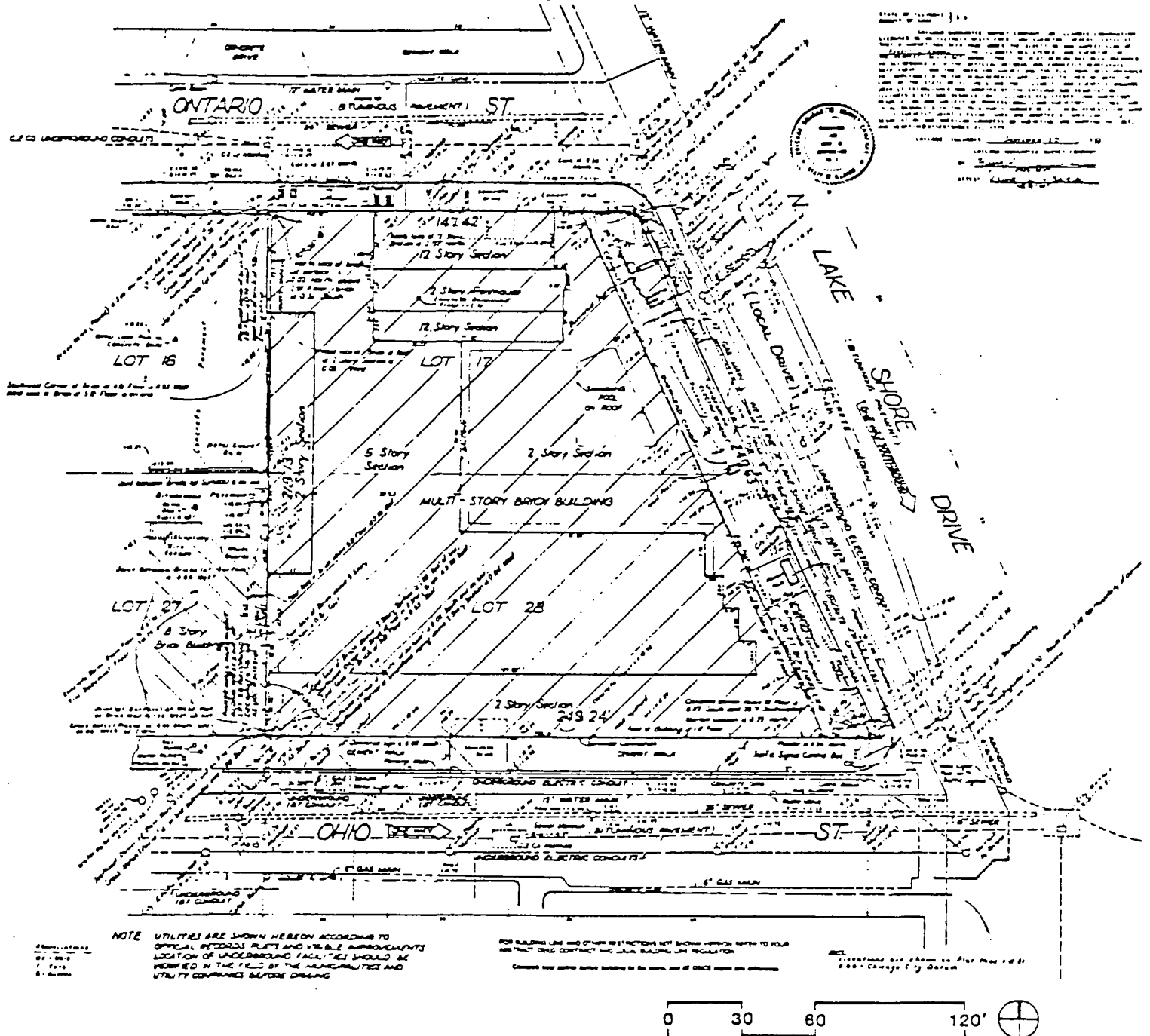
# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



APPLICANT: Chandra K. Jha and William Alter PLANNED DEVELOPMENT  
ADDRESS: 600 North Lake Shore Drive  
DATE: September 17, 1985

# RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT EXISTING SITE PLAN

CHICAGO GUARANTEE SURVEY COMPANY  
PLAT of SURVEY

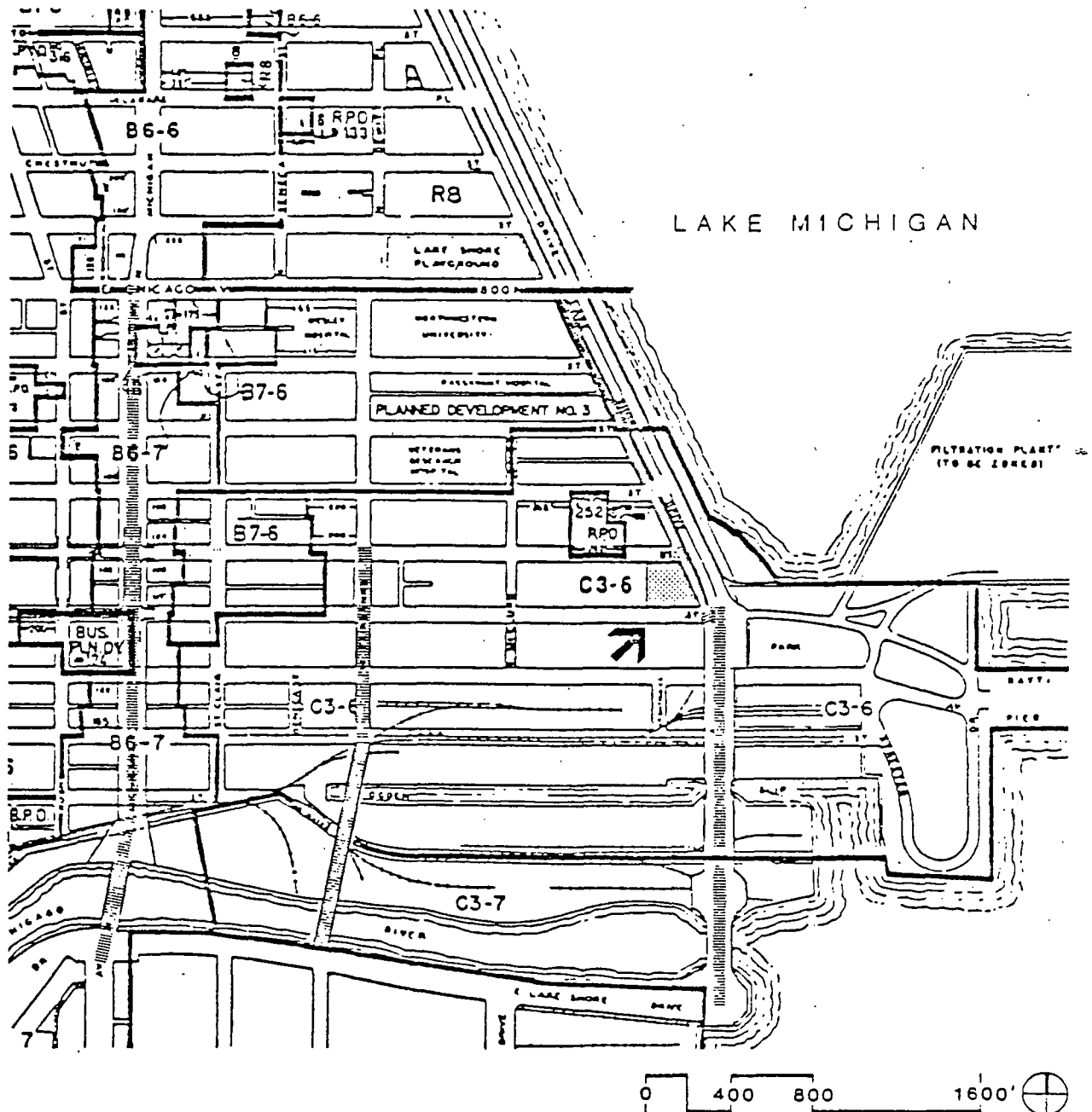


APPLICANT: Chandra K. Jha and William Alter  
ADDRESS: 600 North Lake Shore Drive  
DATE: September 17, 1985



of  
Lots 17 and 28 in Block 31 in the Circuit Court Partition of the  
Oppen Estates Subdivision of parts of Sections 20, 31 and 32 in Range 14 North  
15 Chicago in the North half of Section 10, Township 33 North Range 14 East of  
the Third Principal Meridian, in Cook County, Illinois

Containing 43,254 square feet of land more or less

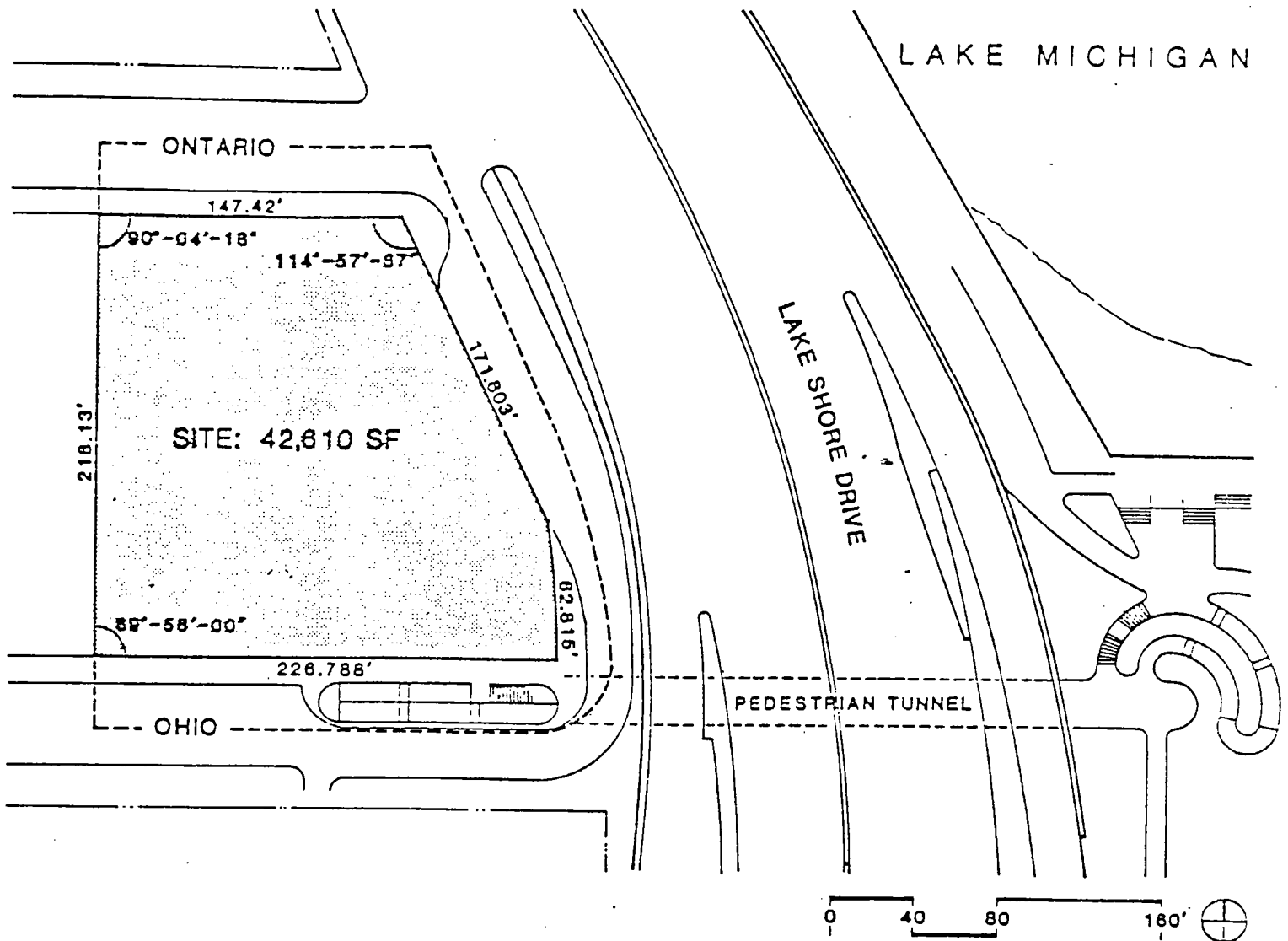
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



APPLICANT: Chandra K. Jha and William Alter  
ADDRESS: 600 North Lake Shore Drive  
DATE: September 17, 1985

 RESIDENTIAL-BUSINESS  
 PLANNED DEVELOPMENT  
  
 EXISTING PREFERENTIAL  
 STREET SYSTEM  
  
 ZONING DISTRICT

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PROPERTY LINE MAP & R.O.W. ADJUSTMENT MAP



- PROJECT SITE
- RESIDENTIAL-BUSINESS  
PLANNED DEVELOPMENT  
BOUNDARY

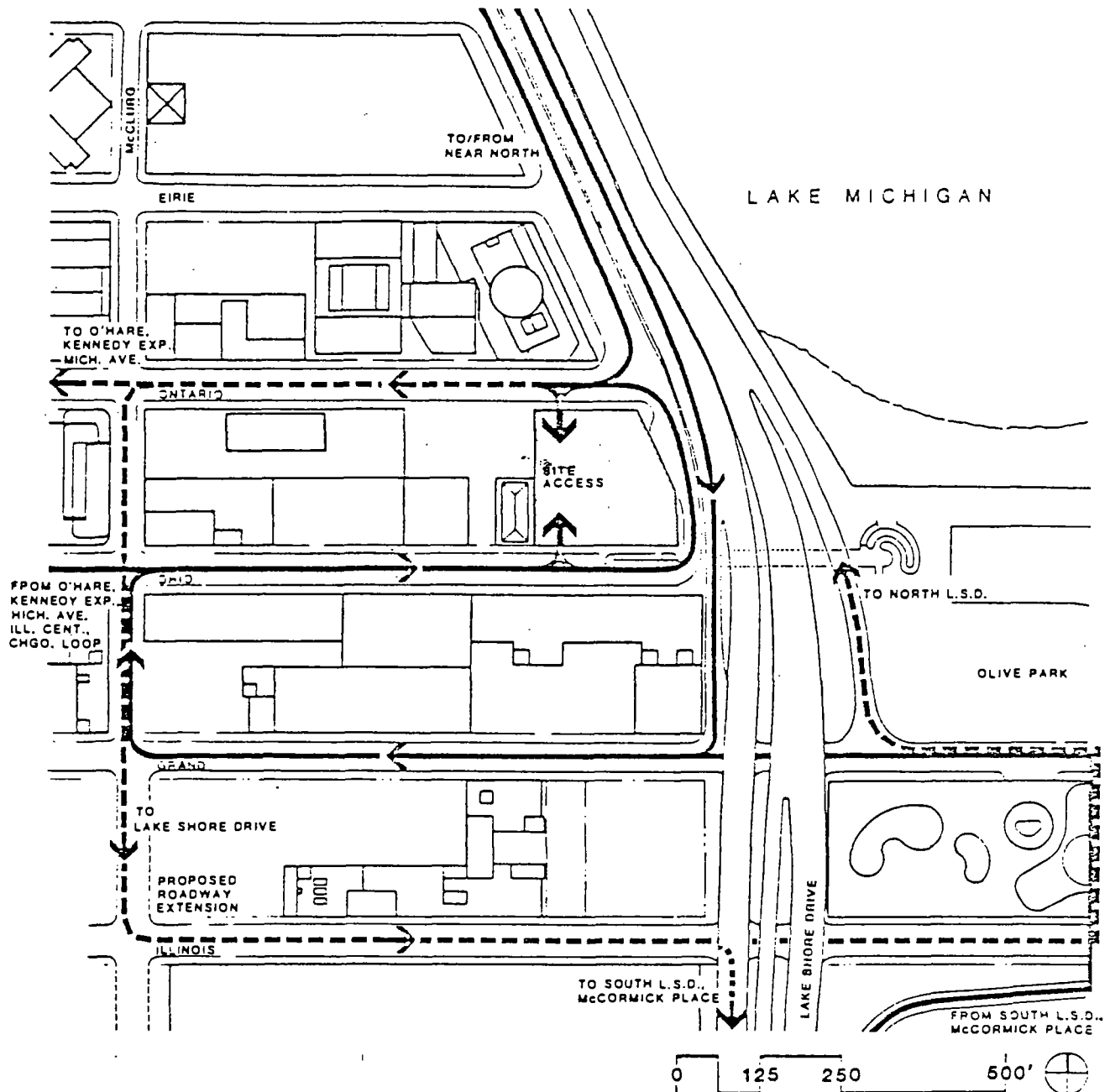
APPLICANT: Chandra K. Jha and William Alter  
ADDRESS: 600 North Lake Shore Drive  
DATE: September 17, 1985

11/26/85

# REPORTS OF COMMITTEES

22947

## RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT RECONFIGURED STREET SYSTEM



APPLICANT: Chandra K. Jha and William Alter  
ADDRESS: 600 North Lake Shore Drive  
DATE: September 17, 1985

- RESIDENTIAL/HOTEL
- GENERAL BUSINESS
- TO SITE
- FROM SITE



(Continued from page 22939)

Respectfully submitted,  
(Signed) TERRY M. GABINSKI,  
Chairman.

(Signed) EDWARD R. VRDOLYAK,  
Vice-Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *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, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

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 No. 1-E.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the BPD-70 District symbols and indications as shown on Map No. 1-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the roof structure and on the same lot as the existing structure located at 200 East Randolph Street, 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 No. 1-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

West Hubbard Street; North Franklin Street, West Kinzie Street; and North Orleans Street,

to those of a C3-6 Commercial Manufacturing District, and a corresponding use district is hereby established in the area above-described

SECTION 2. That the Chicago Zoning Ordinance be further amended by changing all the C3-6 Commercial Manufacturing District Symbols in the area described in Section 1 of this ordinance to the designation of a Business Planned Development which is hereby established in the area above-described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 22950 through  
22955 of this Journal.]

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

---

*Reclassification of Area Shown on Map No. 2-F.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the BPD-277 District symbols and indications as shown on Map No. 2-F to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the roof structure and on the same lot as the existing structure located at 120 South LaSalle Street, 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.

BUSINESS PLANNED DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Business Planned Development" is owned or controlled by John L. Marks.
2. All applicable officials reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of office and commercial uses, commercial recreational uses, including a swimming pool and health club, an earth station receiving dish and accessory and non-accessory off-street parking and related uses. Interim use of the land will include a parking structure for 625 non-accessory parking spaces. Prior to commencement of work on Phase II, or ten years from the date of City Council approval of this Planned Development, whichever occurs first, the Applicant be required to submit plans for review and approval of Phase II to the Commissioner of Planning. Such review will permit the development to be reviewed in the context of development that may occur in the area between Phase I and Phase II of this development.
4. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works 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.
7. Identification and business identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. Advertising signs are permitted.
8. The height restriction of any building or any appurtenance attached hereto 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 as established by the Department of Planning, City of Community Development, Department of Aviation, and Department of Law, and approved by the City Council.
9. The following information sets forth data concerning the property included in said development and generalized Land Use Plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development," as adopted by the Commissioner of the Department of Planning.

APPLICANT: John L. Marks

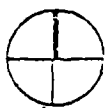
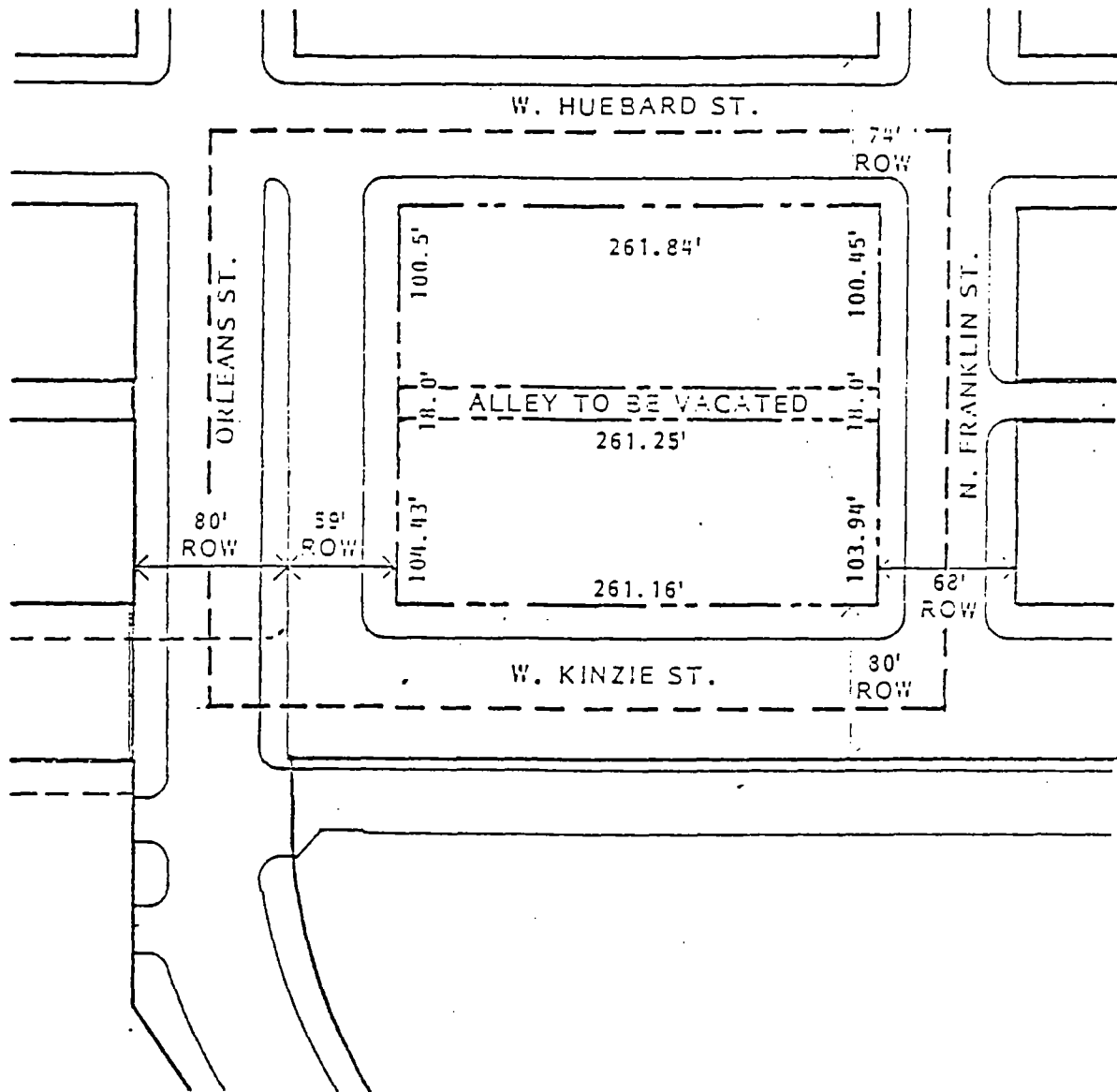
Address : 400 North Franklin Street

DATE : October 8, 1985

REVISED : November 14, 1985

## BUSINESS PLANNED DEVELOPMENT

## PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



NORTH

0 10 50 100 200

## LEGEND

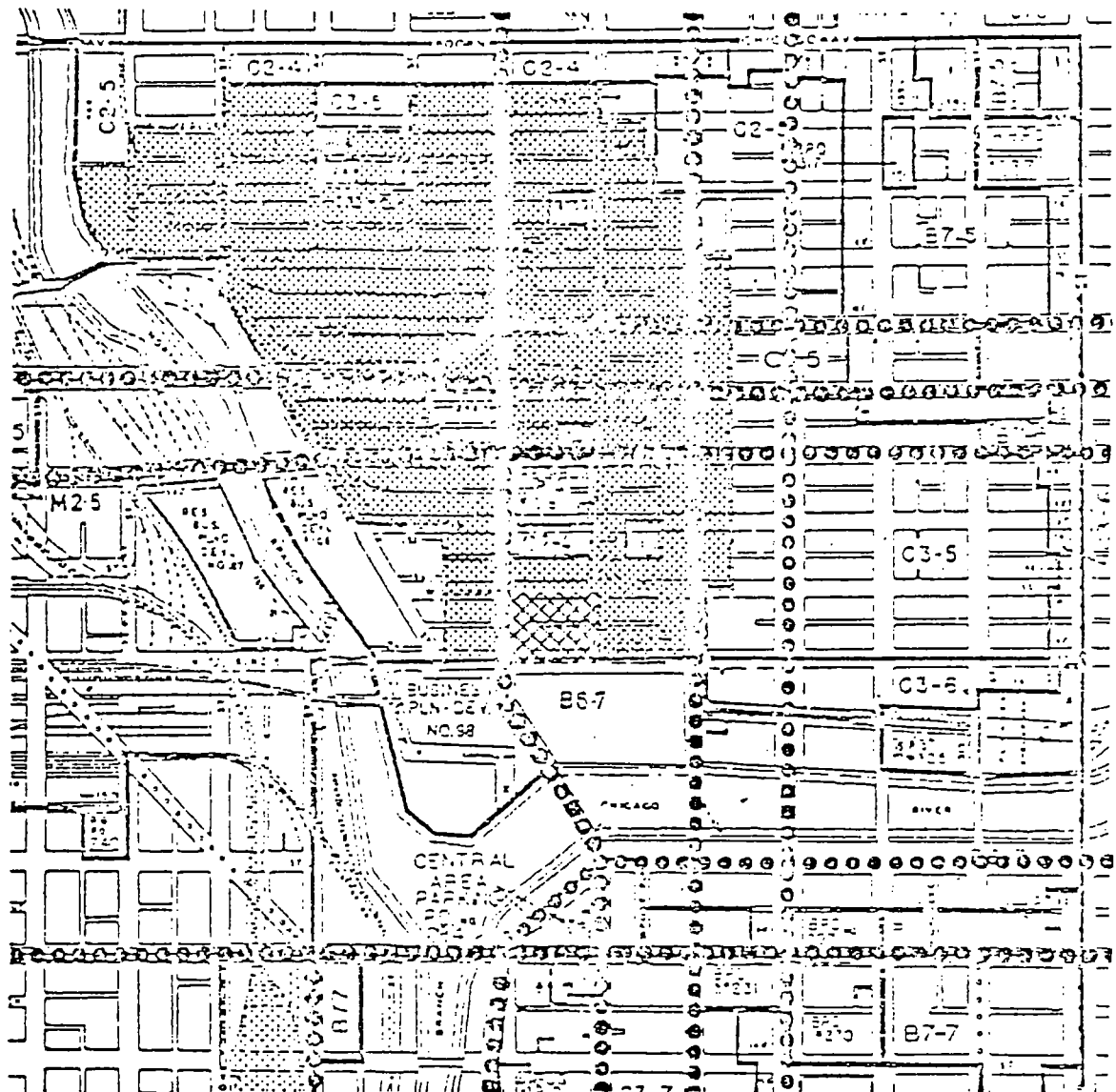
- BUSINESS PLANNED DEVELOPMENT BOUNDARY
- PROPERTY LINE

APPLICANT: John L. Marks

DATE: October 8, 1985

## BUSINESS PLANNED DEVELOPMENT

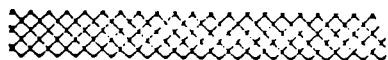
## EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND



EXISTING M1-5 ZONING DISTRICT



BUSINESS PLANNED DEVELOPMENT

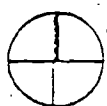
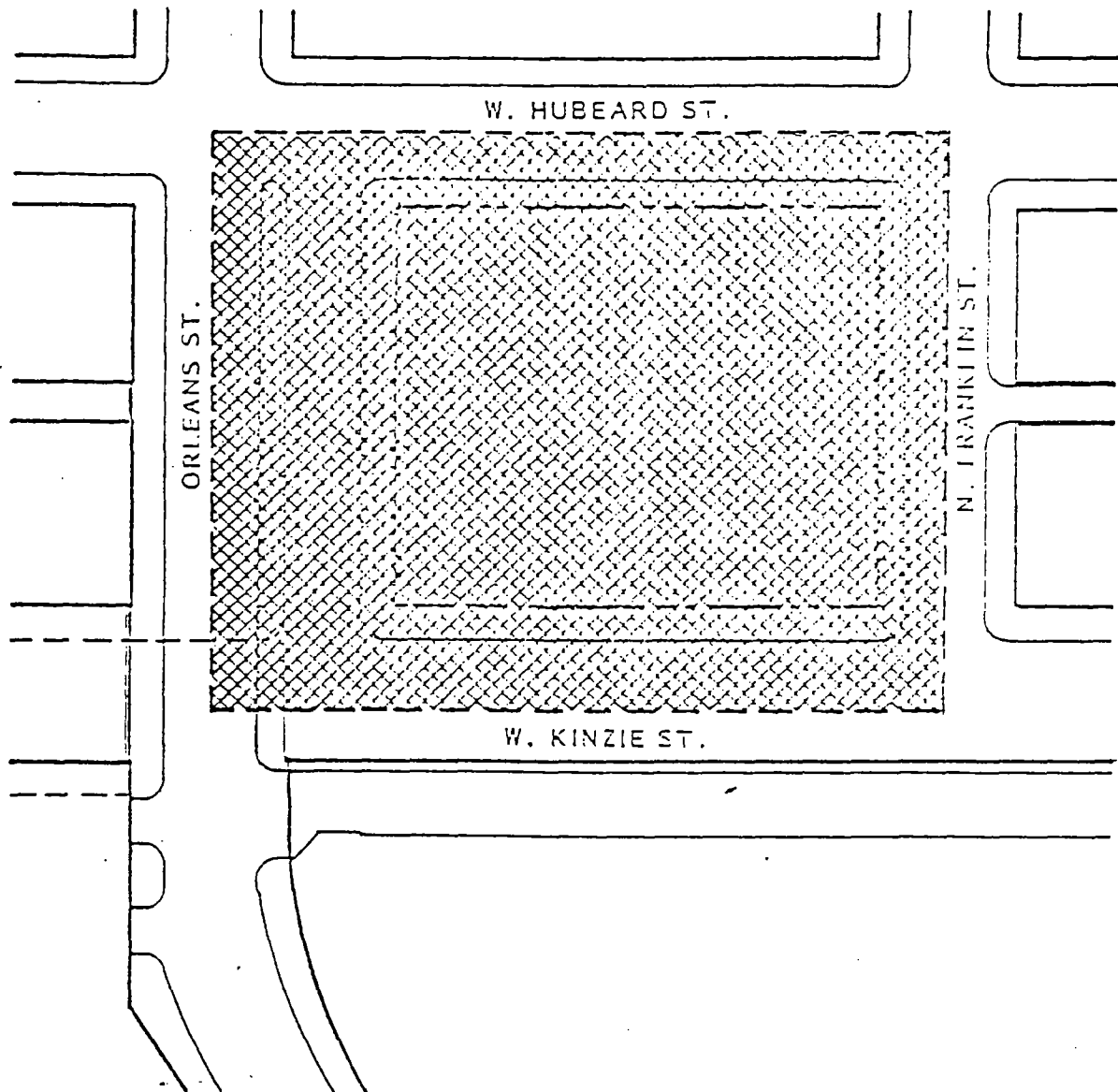


PREFERENTIAL STREETS

APPLICANT: John L. Marks

DATE: October 8, 1985

BUSINESS PLANNED DEVELOPMENT  
GENERALIZED LAND USE PLAN



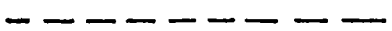
NORTH

0 10 50 100 200

## LEGEND



BUSINESS USES AND OFF-STREET PARKING



BUSINESS PLANNED DEVELOPMENT BOUNDARY



PROPERTY LINE

APPLICANT: John L. Marks

11/26/85

## REPORTS OF COMMITTEES

22955

BUSINESS PLANNED DEVELOPMENT NO.  
USE AND BULK REGULATIONS AND DATA

Net Site Area	General Description of Land Use	Maximum Floor Area Ratio	Maximum Percent of Site Covered at grade
58,195 sq.ft. 1.33 acres	Office and commercial uses, commercial recreational uses, including a swimming pool and health club, an earth station receiving dish and accessory and non-accessory off-street parking and related used.	18.9	0.90 percent

Gross Site Area = Net Site Area: 58,195 sq. ft. (1.33 acres)  
including alley to be vacated, 4702.5 sq. ft.  
plus rights of way to remain: 50,638 sq. ft. (1.16 acres)  
equals 108,833 sq. ft. (2.5 acres)

Maximum Floor Area Ratio: 18.9

Minimum Off-Street Parking Required:

Phase I - 0 spaces

Phase II - 200 below grade spaces

Maximum Parking Permitted: 625 spaces

Minimum Off-Street Loading:

Phase I - 3 at 10 ft. X 25 ft.

Phase II - 3 at 10 ft. X 25 ft.

Total - 6 at 10 ft. X 25 ft.

Minimum Periphery Setbacks: None

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.

APPLICANT: John L. Marks

ADDRESS : 400 North Franklin Street

DATE : October 8, 1985



*Reclassification of Area Shown on Map No. 2-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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 2-J in the area bounded by

the alley next south of and parallel to West Arthington Street; a line 125 feet east of South Springfield Avenue; West Taylor Street; South Independence Boulevard; the south line of the B. & O. C. T. Railroad right of way; and South Pulaski Road,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 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 R8 General Residence District symbols and indications as shown on Map No. 3-E in the area bounded by

East Pearson Street; North Lake Shore Drive; East Chicago Avenue; and a line 225 feet east of and parallel to North Michigan Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 3-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 B7-6 General Central Business District symbols and indications as shown on Map No. 3-F to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the roof on the same lot as the existing building located at 1030 North State Street, Chicago, Illinois, 60611.

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 No. 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 C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-I in the area bounded by

West 16th Street; South Albany Avenue; West Ogden Avenue; a line from a point 190 feet west of South Albany Avenue along the north line of West Ogden Avenue, to a point 201.2 feet west of South Albany Avenue and 44.27 feet south of West 16th Street; a line from a point 201.2 feet west of S. Albany Avenue and 44.27 feet south of W. 16th Street to a point 103 feet south of West 16th Street along the east line of the alley next east of and parallel to South Kedzie Avenue; the alley next northwest of and parallel to West Ogden Avenue; a line from a point 54.4 feet east of South Kedzie Avenue along the south line of the alley next northwest of West Ogden Avenue, to a point 108.3 feet east of South Kedzie Avenue along the north line of West Ogden Avenue; West Ogden Avenue; and South Kedzie Avenue,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 7-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by

West Lill Avenue; North Sheffield Avenue; West Altgeld Avenue; and the alley next west of North Sheffield Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 8-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-G in the area bounded by

a line 48 feet west of and parallel to South Lituanica Street; the center line of West 35th Place; the center line of South Lituanica Street; and a line 130 feet north of and parallel to West 35th Place,

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 full force and effect from and after its passage and due publication.

---

*Reclassification of Area Shown on Map No. 13-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 Residential Planned Development No. 69 and R6 General Residence District symbols and indications as shown on Map No. 13-G in the area bounded by

a line 434.25 feet north of and parallel to West Berwyn Avenue; a line 208.08 feet east of and parallel to North Sheridan Road; a line 494.25 feet north of and parallel to West Berwyn Avenue; the western boundary of Lincoln Park; West Berwyn Avenue; and North Sheridan Road,

to the designation of a Residential-Business Planned Development, which is hereby established in the area above-described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Residential-Business Planned Development printed  
on pages 22960 through 22966  
of this Journal.]

SECTION 2. The remainder of Planned Development No. 69 is completed as built and as recorded in the Departments of Planning, Zoning and Inspectional Services as of this date, regarding Bulk/(FAR) No. of dwelling units; setbacks yards and parking and loading. Uses permitted shall remain as originally approved.

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

---

*Reclassification of Area Shown on Map No. 13-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 13-H in area bounded by

West Foster Avenue; the alley next east of and parallel to North Winchester Avenue; a line 100.02 feet south of and parallel to West Foster Avenue; and North Winchester Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 16-M.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 16-M in area bounded by

(Continued on page 22967)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO.Statements

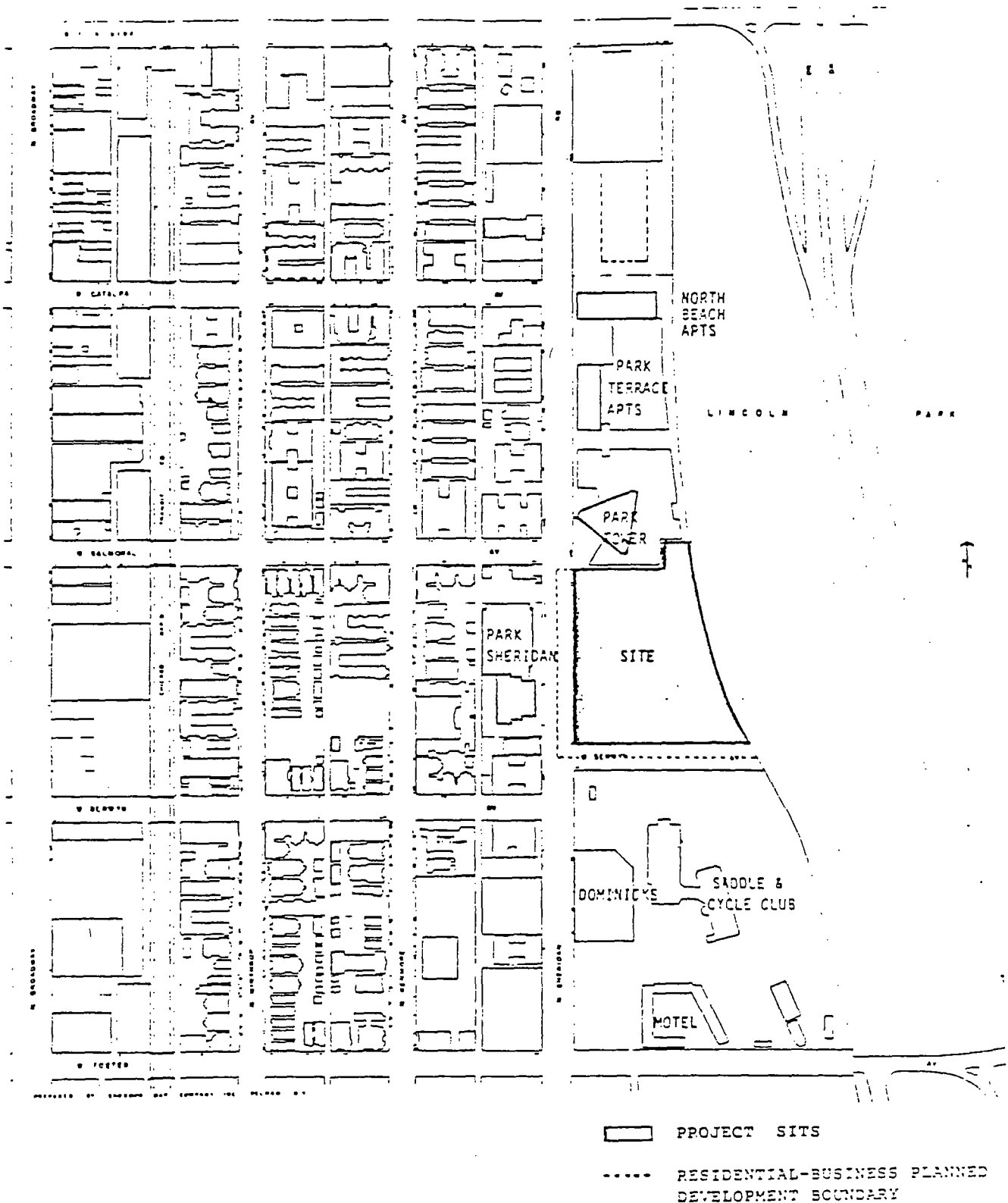
1. The area delineated hereon as "Residential-Business Planned Development No. \_\_\_\_\_" is owned or controlled by William B. Kaplan, 40 East Delaware Place, Chicago 60611.
2. All applicable official reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of housing for the elderly dwelling units, related recreational uses, including a swimming pool and health club, general service business uses, townhouse dwelling units, an earth station receiving dish, accessory and non-accessory off-street parking and related uses.
4. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of Development. A minimum of 342 off-street parking spaces shall be provided; 16 enclosed spaces for 16 townhouse dwelling units and 326 enclosed spaces for the elevator building. Of the 326 spaces, 190 shall be accessory spaces and 166 shall be non-accessory spaces. In addition, the roof of the parking structure shall be designed and constructed to provide 120 non-accessory spaces for a maximum total of 492 spaces. The roof spaces shall be treated as a landscaped recreational area unless and until the Commissioner of Planning finds that some or all of the room 120 parking spaces are required, in which event the Owner, his successors, assignees or grantees shall provide said amount as additional non-accessory parking spaces.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works 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.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. Advertising signs are not permitted.

8. The height restriction of any building or any 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 coning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, and approved by the City Council.
9. The following information sets forth data concerning the property included in said development and 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.
10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of the Department of Planning.

APPLICANT: William B. Kaplan

DATE: October 11, 1985

REVISED: November 14, 1985



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
GENERALIZED LAND USE PLAN

APPLICANT: William B. Kaplan  
 ADDRESS: 5301-5339 W. Sheridan Road  
 DATE: October 11, 1985

11/26/85

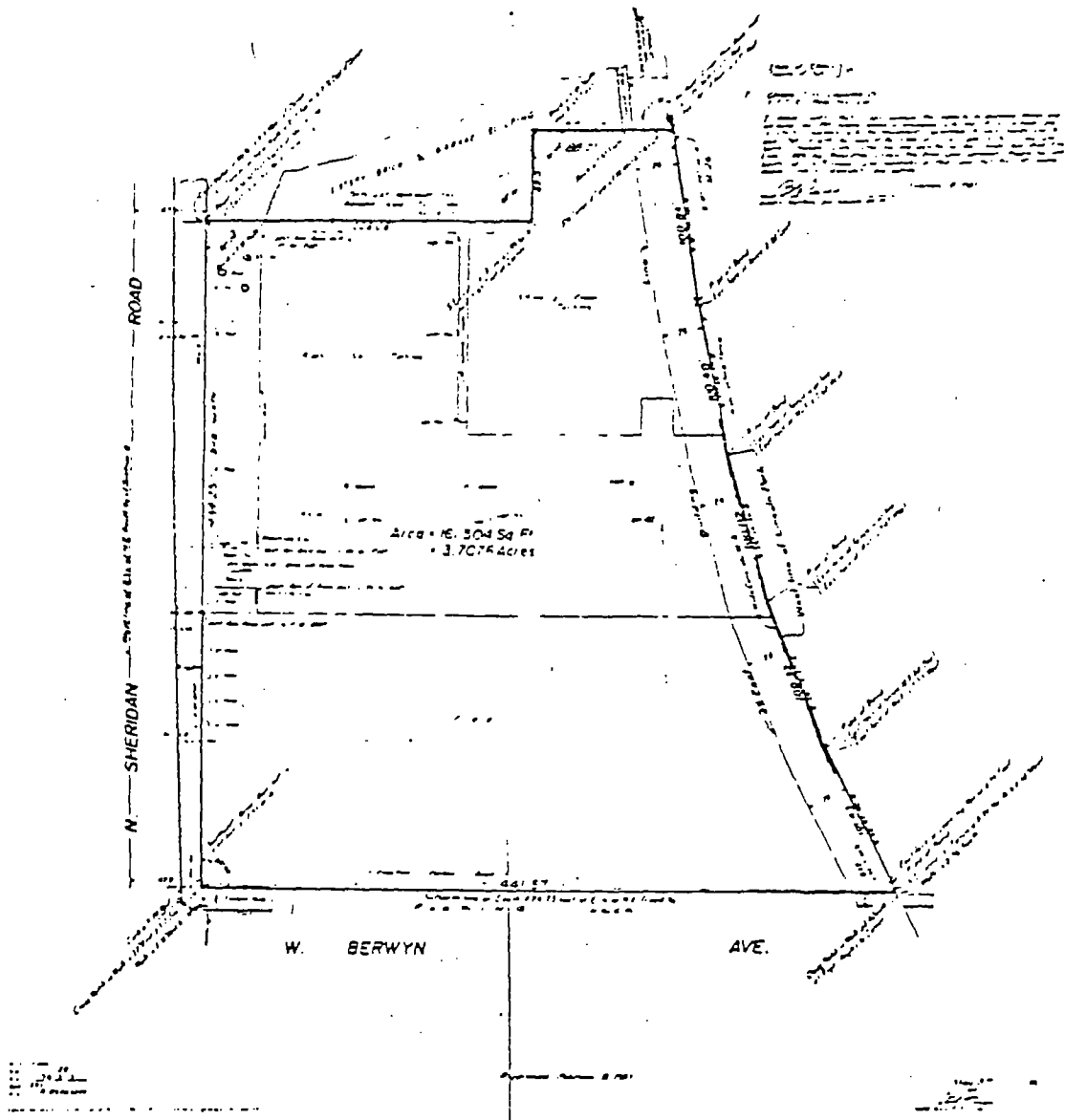
## REPORTS OF COMMITTEES

22963

# Plat of Survey

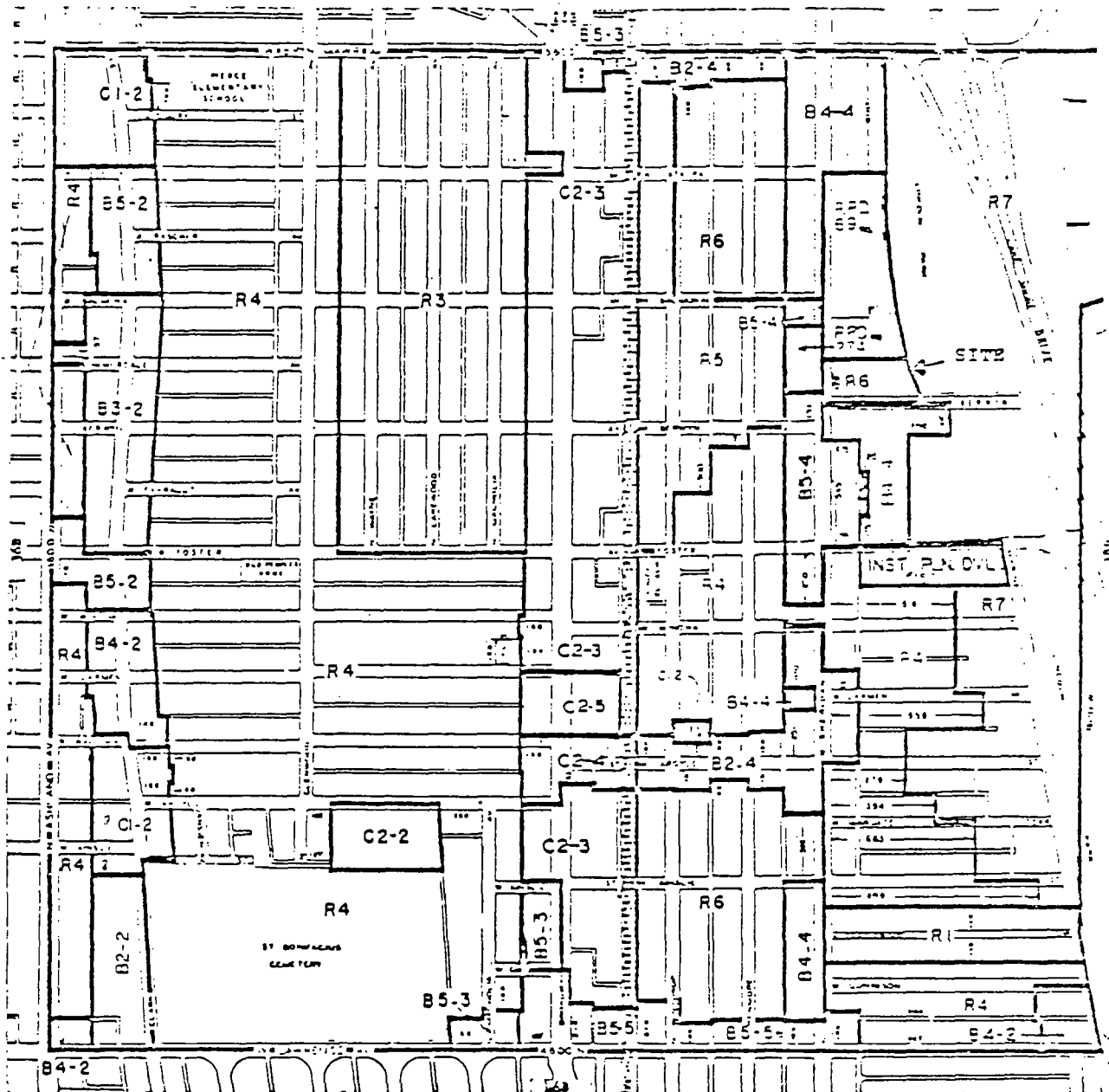
H. A. FINGER

1964 10/24/64

[illegible]RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
EXISTING SITE PLAN

APPLICANT: William B. Kaplan  
ADDRESS: 5301-5339 W. Sheridan Road  
DATE: October 11, 1955





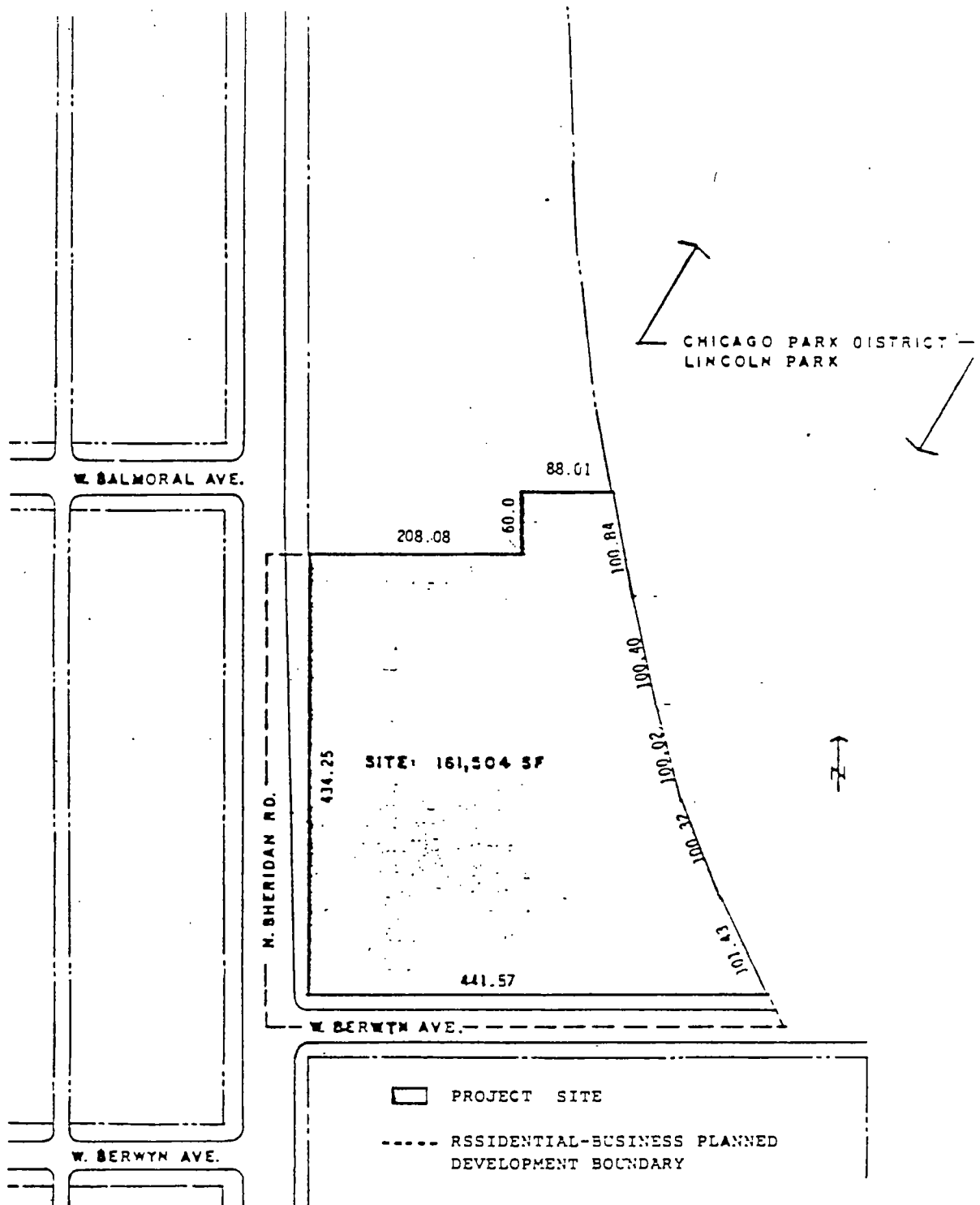
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
EXISTING ZONING

APPLICANT: William B. Kaplan  
ADDRESS: 5301-5339 W. Sheridan Road  
DATE: October 11, 1985

11/26/85

REPORTS OF COMMITTEES

22965



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PROPERTY LINE AND R.O.W MAP

APPLICANT: William B. Kaplan  
ADDRESS: 5301-5339 W. Sheridan Road  
DATE: October 11, 1955

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PLANNED DEVELOPMENT USE AND SUB REGULATIONS AND DATA

Net Site Area	General Description of Land Use	Maximum Number of Dwelling Units	Maximum Floor Area Ratio	Maximum % of Land Coverage
161,504 sq.ft. 3.7 acres	Housing for the elderly dwelling units, related recreational uses, including a swimming pool and health club, general service business uses, townhouse dwelling units, an earth station receiving dish, accessory and non-accessory off-street parking and related uses.	476 units for elderly 16 townhouses 492 total units	3.15	55 per cent at grade 10 per cent 40 feet at grade

Gross Site Area = Net Site Area: 161,504 sq. ft. (3.7 acres)  
plus area in public rights of way: 34,959 sq. ft. (0.8 acres)  
= 196,463 square feet (4.5 acres).

Maximum Floor Area Ratio: 3.15

Maximum Number of Dwelling Units: 492

Maximum Number of Sq. ft. Devoted to Non-Accessory Business Uses: 36,000 sq. ft.

Minimum Number of Off-Street Parking Spaces: 342 (See Statement No. 5)

Maximum Number of Off-Street Parking Spaces Permitted: 492

Minimum Number of Off-Street Loading Docks: 3 at 10ft x 25ft.

Minimum Setbacks:

Sheridan Road	15 feet
Beaumont Avenue	15 feet
Lincoln Park	25 feet
North Side	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.

APPLICANT: William B. Kaplan

DATE: October 11, 1985

REVISED: November 14, 1985

(Continued from page 22959)

West 64th Street; a line 360.23 feet east of and parallel to South Melvina Avenue; the alley next south of and parallel to West 64th Street; and a line 240.23 feet east of and parallel to South Melvina Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 18-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 18-E in area bounded by

the alley next north of and parallel to East 79th Street; a line 139.52 feet east of and parallel to South Langley Avenue; East 79th Street; and South Langley Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 18-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 18-G in area bounded by

a line 50 feet north of and parallel to West 77th Street; the alley next east of and parallel to South Ashland Avenue; West 77th Street; and South Ashland Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 18-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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 18-H in area bounded by

West 75th Place; the alley next east of and parallel to South Marshfield Avenue; the alley next south of and parallel to West 75th Place; and South Marshfield Avenue,

to those of an R3 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 No. 22-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 22-E in area bounded by

the alley next north of East 95th Street; South Dr. Martin Luther King, Jr. Drive; East 95th Street; and a line 64 feet west of South Dr. Martin Luther King, Jr. Drive,

to those of a B1-1 Local Retail District, and a corresponding use district is hereby established in the area above described.

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

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**MATTERS PRESENTED BY THE ALDERMEN.**

***(Presented by Wards, in Order, Beginning with the First Ward).***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.

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*Referred* -- ESTABLISHMENT OF LOADING ZONES AT  
SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
ROTI (1st Ward)	East Madison Street (south side) from a point 130 feet west of North Michigan Avenue to a point 34 feet west thereof -- at all times;
GABINSKI (32nd Ward)	North Ashland Avenue at 2642-2646 -- at all times;
VOLINI (48th Ward)	North Broadway at 4849 -- 9:00 A.M. to 9:00 P.M. -- Mondays through Saturdays;  North Broadway at 5759 -- 2:00 P.M. to 2:00 A.M. -- at all times.

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*Referred* -- AMENDMENT OF AREA OF LOADING ZONE ON  
PORTION OF WEST RANDOLPH STREET.

Alderman W. Davis (27th Ward) presented a proposed ordinance to establish a loading zone on West Randolph Street at 741 from a point 17 feet east of North Halsted Street to a point 42 feet east thereof from 8:00 A.M. to 6:00 P.M. Mondays through Saturdays (instead of 20 feet east of North Halsted), which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- MOVEMENT OF VEHICULAR TRAFFIC RESTRICTED  
ON PORTION OF SPECIFIED PUBLIC WAYS.

Alderman Hutchinson (9th Ward) presented seven proposed ordinances to restrict the movement of vehicular traffic to the directions indicated in each case, in specified public ways, which were *Referred to the Committee on Traffic Control and Safety* as follows:

Public Way	Distance and Direction
South Lafayette Avenue	From West 124th Street to West 119th Street -- northerly;
South LaSalle Street	From West 125th Street to West 119th Street -- northerly;
South Perry Avenue	From West 119th Street to West 125th Street -- southerly;
South Stewart Avenue	From West 119th Street to West 127th Street -- northerly;
South Yale Avenue	From West 119th Street to West 127th Street -- southerly;
East 104th Place	From South Indiana Avenue to South Michigan Avenue -- westerly;
East 104th Street	From South State Street to South Michigan Avenue -- easterly.

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*Referred* -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION  
ON PORTION OF NORTH HARTLAND COURT.

Alderman Nardulli (26th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on North Hartland Court from 530 North Hartland Court to West Ohio Street (instead of from West Grand Avenue to West Ohio Street), which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- INSTALLATION OF PARKING METER ON  
PORTION OF WEST SUPERIOR STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of a parking meter with two-hour restrictions on West Superior Street (north side) from 400 to North Hudson Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- REMOVAL OF PARKING METERS AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to remove certain parking meters at the locations designated and for the purposes specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Purpose
NATARUS (42nd Ward)	Removal of Parking Meter 214-1081 in front of 645 North McClurg Court (McDonald's);
VOLINI (48th Ward)	Removal of two parking meters located at 4820 North Broadway.

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*Referred --* PROHIBITION ON VEHICULAR PARKING AT ALL  
TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
ROTI (1st Ward)	East Randolph Street (grade level) for westbound traffic south side of street in the parkway from a point 107 feet west of North Field Boulevard to a point 23 feet west thereof;  South Bishop Street (west side) from a point 245 feet south of West 18th Street to a point 45 feet south thereof;  East Randolph Street (grade level) for westbound traffic on north side of street from North Field Boulevard to a point 130 feet west thereof;
KRYSTYNIAK (23rd Ward)	South Archer Avenue (both sides) from South Kostner Avenue to the railroad tracks west thereof -- Trucks only;
MELL (33rd Ward)	North Willets Court at 2532 -- 10 feet at either side of Loading Zone;
LAURINO (39th Ward)	North Monticello Avenue at 6324 (except for the handicapped);



Alderman	Location and Distance
NATARUS (42nd Ward)	North McClurg Court (east side) at 645;
VOLINI (48th Ward)	North Broadway at 4820 -- 40 feet (Tow-Away Zone);
STONE (50th Ward)	North Hoyne Avenue at 6141 (except for handicapped).

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*Referred --* PROHIBITION OF PARKING DURING SPECIFIED  
HOURS AT SPECIFIED LOCATIONS.

The alderman named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
KRYSTYNIAK (23rd. Ward)	South Kenneth Avenue (both sides) from South Archer Avenue to West 51st Street -- 8:00 A.M. to 10:00 A.M. -- Mondays through Fridays;
	South Lawndale Avenue (west side) from West 59th Street to the first alley north thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Mondays through Fridays;

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*Referred --* ESTABLISHMENT OF RESIDENT PERMIT PARKING  
ZONE ON PORTION OF WEST LELAND AVENUE.

Alderman Volini (48th Ward) presented a proposed ordinance to establish a resident permit parking zone at all times on the north side of West Leland Avenue from 800 West to 850 West, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* ESTABLISHMENT OF TOW-AWAY ZONE ON  
PORTION OF NORTH LAKE SHORE DRIVE.

Alderman Oberman (43rd Ward) presented a proposed ordinance to establish a "Tow-Away Zone" on North Lake Shore Drive at 1440 (alongside on East Schiller Street at either side of

the entrance) at all times, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* INSTALLATION OF TRAFFIC-CONTROL  
SIGNALS.

Alderman Langford (16th Ward) presented a proposed order for the installation of automatic traffic control signals at the intersection of West 64th Street and South Normal Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
BRADY (15th Ward)	West 62nd Street and South Claremont Avenue -- "4-Way Stop";
MARZULLO (25th Ward)	South Western Avenue at the intersection of West 28th Street -- "Stop".

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2. ZONING ORDINANCE AMENDMENTS.

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None.

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3. CLAIMS.

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*Referred --* CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented five proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

BEAVERS (7th Ward)

7349-7351 South Kingston  
Condominium Association;

KRYSTYNIAK (23rd Ward)

Gene Deforango;  
Jim Anderson;

PUCINSKI (41st Ward)

Evelyn Lane Condominium Association;

NATARUS (42nd Ward)

223 East Delaware Place Corporation.

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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 VRDOLYAK (10th Ward):**

*Referred* -- AMENDMENT OF CHAPTER 17, SECTION 17-6.2  
OF CHICAGO MUNICIPAL CODE CONCERNING SANITARY  
LANDFILL SITES, ET CETERA.

A proposed ordinance to amend Chapter 17, Section 17-6.2 of the Chicago Municipal Code concerning the dates referred to therein in reference to the operation of sanitary landfill sites, et cetera, which was *Referred to the Committee on Neighborhood and Community Affairs*.

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Presented by

**ALDERMAN MAJERCZYK (12th Ward):**

CONGRATULATIONS EXTENDED TO UNITED STATES NAVY  
PETTY OFFICER SECOND CLASS SCOTT R.  
GRZYBOWSKI FOR HIS OUTSTANDING  
MILITARY CAREER.

A proposed resolution reading as follows:

WHEREAS, Petty Officer Second Class Scott R. Grzybowski, a native of Chicago's great southwest side, has forged an outstanding career in the United States Navy; and

WHEREAS, In two short years, AE2 Scott R. Grzybowski has successfully completed a series of training courses in electricity, electronics and helicopter mine countermeasures, and has received steady promotions for his scholarship and application. In one course, namely, Aviation Electrician's Mate Course, he attained the highest scholastic average in his class; and

WHEREAS, A model to his peers and an excelling citizen, AE2 Scott R. Grzybowski instills a strong sense of pride among his family, his many friends, and among the leaders of Chicago's southwest side community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 26th day of November, 1985, A.D., do hereby offer our congratulations to Petty Officer Second Class Scott R. Grzybowski, USN, on his excellent achievements as an outstanding member of the United States Navy, and that we extend to him our very best wishes for health, happiness and continued success in his career; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Petty Officer Second Class Scott R. Grzybowski.

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

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

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Presented by

ALDERMAN BRADY (15th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION  
OF SPECIFIED PUBLIC WAYS.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West 73rd Place lying between the west line of South Hoyne Avenue and a line 108 feet west thereof; also, all of the east-west 16-foot public alley in the area bounded by West 73rd Place, West 74th Street, South Hoyne Avenue, and a line 108 feet west of the west line of South Hoyne Avenue for Chicago Public Schools (No. 30-15-85-1013); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Brady, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN KELLEY (20th Ward):

*Referred --* PAYMENT OF SPECIAL POLICE LICENSE FEE BY  
DU SABLE MUSEUM IN COMPLIANCE WITH CHICAGO  
MUNICIPAL CODE.

A proposed ordinance requiring the DuSable Museum to pay a ten dollar fee per license for special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

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Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred --* COMMISSIONER OF PUBLIC WORKS REQUESTED  
TO GRANT PERMISSION TO INSTALL TREE GRATES  
AT 1250 NORTH LA SALLE DRIVE.

A proposed order requesting the Commissioner of Public Works to grant permission to the 1250 North LaSalle Apartments for the installation of nine tree grates at 1250 North LaSalle Drive, subject to certain liability conditions, which was *Referred to the Committee on Streets and Alleys*.

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Presented by

ALDERMAN OBERMAN (43rd Ward):

AUTHORITY GRANTED FOR ISSUANCE OF PERMITS TO  
INSTALL AND MAINTAIN SCULPTURE AT  
SPECIFIED LOCATION.

A proposed order reading as follows:

*Ordered*, That the Commissioner of the Department of Public Works is hereby authorized to issue the necessary permits for the maintenance and installation of a sculpture located at Peerless Confections, 2700 block of North Lakewood Avenue, subject to the following conditions:

1. Property owners agree to maintain said sculpture to the satisfaction of the Commissioner of Public Works and to correct any deficiencies immediately upon request.

2. The property owner further agrees to accept and hold the City harmless from any and all liabilities which may arise relative to any portion or function of this installation.
3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation by the property owner under the authorization granted herein. The property owner further agrees that it will not hold liable the City of Chicago or any utility company for or on account of any loss or damage to property, facilities or appurtenances owned by it or controlled by the property owner or for account of any loss or damage sustained by the property owner as a result of injuries to employees, agents or tenants of the property owner.
4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost damage and expense of whatsoever kind which may in any way be suffered in by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for on account of any act or thing done or suffered or omitted to be done under the permission of such grant.
5. When so requested, the property owner must execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Public Works with sureties to be approved by the City of Chicago.
6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Code of the City of Chicago.
7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Public Works at any time, without the consent of the property owner.
8. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

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

On motion of Alderman Oberman, the foregoing proposed order was *Passed* 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, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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CONGRATULATIONS EXTENDED TO MR. LOUIS BEIN AND  
CHICAGO LOOP SYNAGOGUE FOR THEIR WORK  
FOR ISRAEL BOND FUND.

Also, a proposed resolution reading as follows:

WHEREAS, Louis Bein will be honored as honoree for Israel Bonds by the Chicago Loop Synagogue on the occasion of his 101st birthday in appreciation of his dedicated work on behalf of various philanthropic institutions in the State of Israel and the City of Chicago, particularly on behalf of the Weitzman Institute in Israel, a great medical institution; and

WHEREAS, This centarian who was constantly helping his fellow man served as an honored member of the Board of Directors of the Chicago Loop Synagogue and the Board of the Weitzman Institute, and various youth groups on the south side of Chicago, where he had directed a chain of hardware stores and engaged in the real estate business; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of Chicago on this 26th day of November, 1985 do hereby congratulate Louis Bein and the Chicago Loop Synagogue for their work for Israel Bond Fund to help maintain and foster this great democratic nation in the Middle East by having this testimonial in honor of our distinguished centarian, Louis Bein on December 7, 1985.

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

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Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

*Referred* -- COMMITTEE ON BUILDINGS REQUESTED TO INCLUDE  
CERTAIN DEPARTMENTAL TESTIMONIES IN REFERENCE TO  
CHICAGO MUNICIPAL CODE CHAPTERS 67 AND 90.

A proposed resolution requesting the City Council Committee on Buildings to hold hearings in reference to Chapter 67, Section 67-9.2A and Chapter 90, Section 90-85 of the Chicago Municipal Code, specifically including testimonies from the Chicago Police

Department, the Chicago Fire Department, and the Department of Inspectional Services to address and resolve conflicting departmental directives, which was *Referred to the Committee on Buildings*.

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Presented by

ALDERMAN SCHULTER (47th Ward) and OTHERS:

CONGRATULATIONS AND BEST WISHES EXTENDED TO  
MONSIGNOR JOHN QUINN ON OCCASION OF HIS  
RETIREMENT AS PASTOR OF SAINT  
ANDREW'S CHURCH.

A proposed resolution, presented by Aldermen Schuler, Hansen and Orbach, reading as follows:

WHEREAS, On November 30, 1985, Monsignor John Quinn will be honored by the parishioners of Saint Andrew's Church and the Lakeview Council on Religious Action on the occasion of his retirement as pastor of Saint Andrew's Church; and

WHEREAS, Monsignor John Quinn has been a member of the priesthood for forty-five years, serving as assistant pastor of Holy Name Cathedral and pastor of Saint Andrew's Church at 3546 North Paulina Street for nearly twenty years; and

WHEREAS, Monsignor John Quinn has long been recognized as an expert in the field of canon law, serving as a *peritus* at the Second Vatican Council; and

WHEREAS, Monsignor John Quinn has always demonstrated a nurturing interest in the young people of his community, serving as an outstanding school administrator and sponsoring active youth programs; and

WHEREAS, Monsignor John Quinn has long served the whole community around him, taking an active part in the North Lake View Neighbors, the Lake View Citizens' Council, and the Lakeview Council on Religious Action; and

WHEREAS, Monsignor John Quinn is a model of the hearty, well-rounded human being we all aspire to be, being a good friend to all, but a formidable opponent in tennis or golf; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled here this 26th day of November, 1985, do hereby congratulate Monsignor John Quinn on his many years of service to his church and community and extend our heartfelt best wishes for the long, happy, and satisfying life in retirement which he so richly deserves; and



*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Monsignor John Quinn at the ceremonies honoring him on November 30, 1985.

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

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Presented by

**ALDERMAN STONE (50th Ward):**

ALL CHICAGOANS INVITED TO JOIN IN "GOOD NEIGHBOR  
FOOD COLLECTION DRIVE" TO BE HELD  
DECEMBER 13, 1985.

A proposed resolution reading as follows:

WHEREAS, Chicago Ed Schwartz WGN night time talk show host will preside over the fourth annual "Good Neighbor Food Collection Drive" on Friday December 13th, 1985 from 7:00 P.M. to 3:00 A.M., on the north portico of WGN Studios; and

WHEREAS, Volunteers from the entire Chicagoland area will man the food collection facilities and accept cash donations from contributors as they drive past; and

WHEREAS, The recipient of this food drive is the Church Federation of Greater Chicago Hunger Project, a non-profit and non-sectarian group which supplies food and nutritional advice to 125 food pantries throughout Chicago and suburbs; and

WHEREAS, Last year donations of food and cash were valued at \$121,555 and even more money is needed this year; now, therefore,

*Be It Resolved*, That we the Mayor and members of the City Council of the City of Chicago assembled here this 26th day of November, 1985, do herewith invite all Chicagoans to join in this noble endeavor so that nutrition can be supplied to those who would otherwise go hungry and that we all join in the "Good Neighbor Food Collection Drive"; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ed Schwartz on behalf of all of those volunteers who participate in this humanitarian effort.

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

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

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*Referred* -- COMMISSIONER OF PUBLIC WORKS AUTHORIZED  
TO EXEMPT MR. CHEF HANS FROM ERECTING  
PHYSICAL BARRIER AT 7011 NORTH  
WESTERN AVENUE.

Also, a proposed order exempting Mr. Chef Hans from the requirement imposed on all property owners of erecting a physical barrier for the purpose of preventing alley access (Chicago Municipal Code Chapter 33-19.1) in reference to the specific property located at 7011 North Western Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION  
OF WARRANTS FOR COLLECTION, AND WATER RATE  
EXEMPTIONS, ETC.

Proposed ordinances, orders, etc, described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, 5801 S. Ellis Avenue -- for the installation of power reducers at sundry locations.

BY ALDERMAN OBERMAN (43rd Ward):

DePaul University -- for the construction of a dormitory on the premises known as 2345 N. Clifton Avenue.

LICENSE FEE EXEMPTION:

BY ALDERMAN OBERMAN (43rd Ward):

Children's Memorial Hospital, 2300 Childrens' Plaza.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN EVANS (4th Ward):

Church Home, 5445 S. Ingleside Avenue -- elevator inspection.

BY ALDERMAN BLOOM (5th Ward):

University of Chicago, sundry locations -- building, elevator and institutional inspections (3).

BY ALDERMAN DAMATO (37th Ward):

St. Anne's Hospital, 4950 W. Thomas Street -- institutional inspections (2).

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**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (September 11, 1985).

Alderman Gabinski moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, September 11, 1985, as follows:

Page 19938 -- by deleting the fifth line from the bottom of the page and inserting the following in lieu thereof:

"East 67th Street; the alley next east of South Jeffery Avenue; a line 197 feet south of East 67th Street; and South Jeffery Avenue."

The motion *Prevailed*.

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JOURNAL (October 9, 1985).

Alderman Gabinski moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 9, 1985, as follows:

Page 20576 -- by deleting the percentage number "57%" appearing on the sixth and fifteenth lines from the top of the page and inserting the percentage number "95%" in lieu thereof.

The motion *Prevailed*.

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JOURNAL (November 20, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 20, 1985, 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.***

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#### **DENOUNCEMENT OF MINISTER LOUIS FARRAKHAN FOR ESPOUSAL OF CERTAIN PHILOSOPHIES.**

On motion of Alderman Vrdolyak, the City Council took up for consideration the report of the Committee on Neighborhood and Community Affairs, deferred and published in the Journal of the Proceedings of November 20, 1985, pages 22807- 22809 recommending that the City Council adopt a proposed resolution denouncing Minister Louis Farrakhan for espousal of certain philosophies.

After debate on the said proposed resolution, Alderman D. Davis moved to lay the resolution on the table. The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis -- 15.

*Nays* -- Aldermen Roti, Bloom, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 31.

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

*Yeas* -- Aldermen Roti, Bloom, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 31.

*Nays* -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith -- 14.

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

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At this point in the proceedings, Alderman Burke moved that the City Clerk be directed to publish the adopted resolution in pamphlet form and distribute it in every library operated by the Chicago Public Library system.

The clerk called the roll on the foregoing motion and the yeas and nays were as follows:

*Yeas* -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, McLaughlin -- 24.

*Nays* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Kotlarz, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 23.

Alderman Kotlarz then moved to verify the foregoing vote. The clerk called the roll and the yeas and nays were as follows:

*Yeas* -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Oberman, McLaughlin -- 23.

*Nays* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Natarus, Hansen, Orbach, Schulter, Volini, Orr -- 22.

The Chair then announced the vote and stated that the resolution failed to pass.

Alderman Burke moved to *Appeal the Ruling of the Chair*. The Chair then stated "*Shall the decision of the Chair be sustained?*"

Thereupon, the decision of the Chair was *Overruled* 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, Natarus, Oberman, Volini, Orr -- 20.

*Nays* -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach -- 25.

The following is said resolution as adopted:

WHEREAS, Louis Farrakhan's business relationship with the reputed terrorist Moammar Kadafy, who has repeatedly threatened America and its interests, serves to foster great suspicion about Farrakhan's motives; and

WHEREAS, Farrakhan's constant attack upon Jews, not only in the United States, but world-wide, serves to fuel racism in our nation and poisons the fundamental harmony in American life; and

WHEREAS, Many members of this City Council have refused to allow for the censure and denunciation of Louis Farrakhan by name; and

WHEREAS, The Mayors of New York City and the City of Los Angeles both have denounced Farrakhan by name for his anti-semitic attacks on Americans; and

WHEREAS, General statements by our elected public officials denouncing anti-semitism and racism are not sufficient because they are only reminiscent of the general

denunciations of anti-semitism and racism made by world leaders during the Pre-Holocaust years of the late 1930's; and

WHEREAS, These world leaders of the time failed to denounce and repudiate the author of these anti-semitic and racist statements, Adolph Hitler, thereby allowing the impression that Hitler could then proceed with his final solution; and

WHEREAS, This silence on the part of these world leaders was in effect directly responsible for the deaths of six million Jews and millions of Poles, Ukrainians, Slavs, and other people then being slandered by Adolph Hitler; and

WHEREAS, Silence on the part of our current political leaders cannot be tolerated or excused in the light of history, for those who forget history are bound to repeat it; and

WHEREAS, Louis Farrakhan has his residence, corporate headquarters and religious facilities located in the City of Chicago; now, therefore,

*Be It Resolved*, By the City Council of the City of Chicago that this City Council of the City of Chicago, both for itself and on behalf of the citizens of this City, does hereby denounce Louis Farrakhan by name for his anti-semitic and racist philosophy and for his business relationship with the Libyan leader, Moammar Kadafy, who has on more than one occasion proved to be a threat to the United States of America and its interests abroad; and

*Be It Further Resolved*, That this City Council both for itself and on behalf of the citizens of this City, does hereby call upon Mayor Washington to denounce and reject Louis Farrakhan by name for his anti-semitic and racist philosophy and for his business relationship with the Libyan leader, Moammar Kadafy, who has on more than one occasion proved to be a threat to the United States of America and its interest abroad; and

*Be It Further Resolved*, That this City Council hereby memorializes and strongly urges the Congress of the United States to initiate an investigation into the business relationship between Louis Farrakhan and the anti-American and reputed terrorist Moammar Kadafy.

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AUTHORITY GRANTED FOR ISSUANCE AND SALE OF  
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 November 6, 1985, pages 21621-21636, recommending that the City Council pass, as amended, a proposed ordinance authorizing the issuance and sale of Chicago-O'Hare International Airport General Airport Revenue Bonds.

Alderman Burke then presented the following amendment to the said proposed ordinance:

Motion to Amend

I hereby move to amend an ordinance authorizing the issuance of \$480,000,000 in General Airport Revenue Bonds by deleting that language bracketed contained in Section 2.2 entitled "Purposes" as follows:

[No payment or reimbursement, authorized by Section 2.2 of the Ordinance, shall be made without the written approval of the O'Hare Development Oversight Committee ("Committee").

No payment or reimbursement shall be made to O'Hare Associates or any successor Supervising Consultant for the O'Hare Development Program, or any subconsultant to the Supervising Consultant, or to Landrum and Brown, or any successor Independent Airport Consultant, or any subconsultant of the Independent Airport Consultant, or to Hopkins and Sutter, or any successor Special Counsel to the City for the O'Hare Development Program, without the written approval of the Committee.

No contract or modification or amendment thereto funded by the proceeds of these Bonds or any prior Airport Bond Fund shall be awarded unless approved, in writing, by the Committee; provided, however, that no Annual Service Order or Task Order for O'Hare Associates or any successor Supervising Consultant, including the 1986 Annual Service Order and any Task Order issued after the effective date of this Fourth Supplemental Ordinance, shall be awarded without prior written approval of the Committee.

Committee approval of any contract (including modifications and amendments), payment or reimbursement required under this Section 2.2 shall not be given unless all members of the Committee concur in approving such contract (including modifications and amendments), payment or reimbursement.

The Committee shall consist of the Commissioners of Public Works, Aviation and the Chairman of the City Council Committees on Aviation and Finance and a representative of the Majority-In-Interest Airline Parties. In addition to the duties set forth in Section 2.2, the Committee shall have such powers and duties indicated in Exhibit A to this Fourth Supplemental Ordinance.

The Contract for the People Mover contract shall be approved by the Committee notwithstanding anything to the contrary in this ordinance or any previously passed ordinance.]

I hereby further move to amend said ordinance by deleting Section 5.8 entitled "Contract Approval" in its entirety, and by renumbering the remaining Section in proper sequential order.

On motion of Alderman Burke, the foregoing amendment was *Adopted* by a viva voce vote.

Alderman Santiago next introduced the following amendment:

I hereby move to amend the ordinance authorizing issuance of \$480,000,000 in General Airport Revenue Bonds by adding the following italic language to Section 5.6 of said ordinance as follows:

*The purchasing agent shall establish a goal of awarding not less than ten percent (10%) of the total dollar value of O'Hare Development Project contracts funded by the proceeds of this bond issue to qualified Hispanic-owned businesses, regardless of race.*

*In order to achieve the goal stated in this Section, the Purchasing Agent of the City of Chicago shall undertake the following:*

*(a) Insert within specifications for each contract for construction of any building, bridge, roadway or other structure a requirement that a bidder commit to the expenditure of ten percent (10%) of the dollar value of the contract (including any modifications) with one or more Hispanic-owned businesses. This commitment may be met by the bidder's status as a Hispanic-owned business or by joint venture with one or more Hispanic-owned businesses, or by subcontracting a portion of the work to one or more Hispanic-owned businesses, or by purchase of materials for the work from one or more Hispanic-owned businesses or by any combination of the foregoing.*

*(b) Insert within specifications for all other contracts awarded by competitive bidding requirement that a bidder commit to expenditure of ten percent (10%) of the dollar value of the contract (including any modifications thereof) with one or more Hispanic-owned businesses. This commitment may be met by the bidder's status as a Hispanic-owned businesses or by joint venture with one or more qualified Hispanic-owned businesses as prime contractor, or by subcontracting of a portion of the work to one or more Hispanic-owned businesses or by purchase of materials from one or more Hispanic-owned businesses or by any combination of the foregoing.*

*(c) Negotiate with any contractor whose contract is not awarded by competitive bidding a commitment to Hispanic-owned businesses participation of at least ten percent (10%) of the dollar value of the contract (including any modifications).*

*The provisions of Executive Order 85-2, Section 3(e) are expressly incorporated herein to enable the Purchasing Agent to monitor and enforce the goal stated in this Section.*

*If, in the course of preparing specifications for a contract, the Purchasing Agent determines that it is impossible to obtain qualified Hispanic-owned businesses to perform sufficient work to fulfill the commitment stated in this Section or that it is impossible to obtain qualified Hispanic-owned businesses to perform any of the work or supply any product or service required under the contract, the Purchasing Agent may reduce or waive the commitment to Hispanic-owned participation in the contract, as may be appropriate.*

Alderman Evans then presented the following substitute amendment:

I hereby move to amend the ordinance authorizing the issuance of \$480,000,000 in General Airport Revenue Bonds by adding the following language to Section 5.6 of said ordinance:

The Purchasing Agent shall establish a goal of awarding not less than 25% of the total dollar value of O'Hare Development Project contracts funded by the proceeds of this bond issue to qualified black-owned businesses, and not less than 10% of the total dollar value of



such contracts to qualified Hispanic-owned business (regardless of the race of the Hispanic owner or owners thereof), and not less than 7% of the total dollar value of such contracts to qualified women-owned businesses.

In order to achieve the goal stated in this section, the Purchasing Agent shall undertake the following measures:

(a) Insert within specifications for each contract for construction of any building, bridge, roadway or other structure a requirement that a bidder commit to the expenditure of 25% of the dollar value of the contract (including any modifications) with one or more black-owned businesses, and 10% of the dollar value of the contract (including any modifications) with one or more Hispanic-owned businesses, and 7% of the dollar value of contract (including any modifications) with one or more women-owned businesses. This commitment may be met by the bidder's status as a black-owned businesses, Hispanic-owned business or women-owned business, or by joint venture with one or more black-owned businesses, Hispanic-owned businesses or women-owned businesses, or by subcontracting of a portion of the work to one or more black-owned businesses, Hispanic-owned businesses or women-owned businesses, or by purchase of materials for the work from one or more black-owned businesses, Hispanic-owned businesses or women-owned businesses, or by any combination of the foregoing.

(b) Insert within specifications for all other contracts awarded by competitive bidding a requirement that a bidder commit to an expenditure of 25% of the dollar value of the contract (including any modifications thereof) with one or more black-owned businesses, and 10% of the dollar value of the contract (including any modifications) with one or more Hispanic-owned businesses, and 7% of the dollar value of the contract (including any modifications) with one or more women-owned businesses. This commitment may be met by the bidder's status as a black-owned business, Hispanic-owned businesses or women-owned businesses, or by joint venture with one or more qualified black-owned businesses, Hispanic-owned businesses or women-owned businesses, as prime contractor, or by subcontracting of a portion of the work to one or more black-owned businesses, Hispanic-owned businesses or women-owned businesses, or by purchase of materials from one or more black-owned businesses, Hispanic-owned businesses or women-owned businesses, or by any combination of the foregoing.

(c) Negotiate with any contractor whose contract is not awarded by competitive bidding a commitment to black-owned business participation of at least 25%, and Hispanic-owned business participation of at least 10%, and women-owned business participation of at least 7% of the dollar value of the contract (including any modifications).

The provisions of Executive Order 85-2, Section 3(e), are expressly incorporated herein to enable the Purchasing Agent to enforce the goals stated in this Section.

If, in the course of preparing specifications for a contract, the Purchasing Agent determines that it is not feasible to obtain qualified black-owned businesses, Hispanic-owned businesses or women-owned businesses, to perform sufficient work to fulfill the commitment stated in this Section, or that it is not feasible to obtain qualified black-owned businesses, Hispanic-owned businesses or women-owned businesses to perform any of the work or supply any product or service required under the contract, the Purchasing Agent

may reduce or waive the commitment to participation of such businesses in the contract, as may be appropriate.

Alderman Vrdolyak moved to *Refer* the substitute amendment to the Committee on Finance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 27.

*Nays* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Natarus, Oberman, Volini, Orr -- 19.

Alderman Santiago then moved the *Previous Question*. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Evans, Bloom, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 32.

*Nays* -- Aldermen Humes, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, Oberman, Volini -- 10.

Alderman Santiago next moved to *Adopt* his proposed amendment. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

*Nays* -- Aldermen Tillman, Humes, Hutchinson -- 3.

Alderman Burke then moved to pass the said proposed ordinance as amended.

Alderman Rush then moved to amend the ordinance by setting the following goals in awarding contracts:

Hispanics 15%

Blacks 30%

Women 12%

Alderman Burke moved to Refer Alderman Rush's amendment to the Committee on Finance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Stone -- 30.

*Nays* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Oberman, Orr -- 17.

Alderman Burke then moved to further amend the Santiago amendment by deleting the word "impossible" as it appears in the seventh paragraph and inserting the words "not feasible" in lieu thereof. The motion *Prevailed* by viva voce vote.

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

*Yeas* -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 45.

*Nays* -- Aldermen Tillman, Stone -- 2.

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

Alderman Burke then requested the Journal reflect said ordinance was passed at 2:37 P.M. on November 26, 1985.

The following is said ordinance as passed:

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

#### ARTICLE I

##### Definitions and Authority.

SECTION 1.1. Authority for Fourth Supplemental Ordinance. This Fourth Supplemental Ordinance is a Supplemental Ordinance within the meaning of, and is adopted pursuant to, and in accordance with, the provision 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 Section 1.3, all defined terms contained in the General Airport Revenue Bond Ordinance shall have the same meanings, respectively, in this Fourth Supplemental Ordinance as such defined terms are given in the General Airport Revenue Bond Ordinance.

(b) As used in this Fourth Supplemental Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Fourth Supplemental Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented.

"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 Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds."

"1985 Bonds" means the Bonds authorized by Section 2.1.

SECTION 1.3. Interpretation. The interpretation of this Fourth 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 Fourth Supplemental Ordinance (a) the terms "hereby," "hereof," "hereto," "hereunder", "herein" and any similar terms used herein refer to this Fourth Supplemental Ordinance, (b) the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Fourth Supplemental Ordinance, and (c) Articles and Sections mentioned herein by number only are the respective Articles and Sections of this Fourth Supplemental Ordinance.

## ARTICLE II

### Authorization and Details of 1985 Bonds.

#### SECTION 2.1. Authorization of 1985 Bonds.

(a) 1985 Bonds are hereby authorized to be issued in an aggregate principal amount of not exceeding \$480,000,000 pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, the General Airport Revenue Bond Ordinance and this Fourth Supplemental Ordinance for financing the cost of the purposes specified in Section 2.2. 1985 Bonds may be issued in one or more Series from time to time prior to October 1, 1986. In addition to the title "Chicago-O'Hare International Airport General Airport Revenue Bonds", each Series of 1985 Bonds shall bear an additional designation to indicate the order of issuance of each Series of 1985 Bonds.

(b) The 1985 Bonds shall mature not later than January 1, 2018, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable on January 1 and July 1 in each year at a rate or rates not in excess of 15% 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 1985 Bonds shall not exceed \$74,400,000 and the Annual Debt Service due in any Bond Year with respect to any Series of 1985 Bonds shall not exceed the product of (i) \$74,400,000 multiplied by (ii) a fraction the numerator of which is the aggregate principal amount of such Series and the denominator of which is \$480,000,000.

(c) Interest on each 1985 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.

(d) Subject to the limitations set forth in this Section, authority is hereby delegated to either the Mayor or the City Comptroller with the concurrence of the Chairman of the Committee on Finance of the City Council, to determine the aggregate principal amount of each Series of 1985 Bonds to be issued, the dates thereof, the maturities thereof, the provisions for optional redemption thereof (which optional redemptions shall be at Redemption Prices not exceeding 103% of the principal amount of the 1985 Bond to be so redeemed), the schedule of Sinking Fund Payments to be applied to the mandatory redemption thereof (which mandatory redemptions shall be at a Redemption Price equal to the principal amount of each 1985 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, the 1985 Bonds are to be issued for 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 following Capital Projects which are not described in the Airport Development Plan:

( i) the acquisition and installation of additional capacity for the Heating and Refrigeration Plant consisting of one high temperature water generator and two 4000 ton chillers, including an upgrade to the distribution system;

( ii) the improvement of the Central Terminal roadway system by the construction of two additional lanes to the upper level roadway and the widening of the upper level access ramp;

(iii) the construction of an interim stage two hardstand to improve Airport operations for the users of Terminal 4;

(iv) the construction of the fueling system expansion project consisting of two independent fueling systems cross-connected to provide added fueling capabilities including the expansion of the existing fuel tank farm to provide additional primary pumping facilities to a super satellite facility servicing Concourses E, F, G, H, and K, the relocated truck fill stand, the proposed Terminal 5 and the new air cargo area; and

(v) the construction of a water main to improve the water distribution system in the fueling tank farm;

(c) the deposit of moneys in the Debt Service Reserve Fund;

(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 1985 Capitalized Interest Account;

(f) the deposit of moneys in the 1984 Capitalized Interest Account;

(g) the funding of the Operation and Maintenance Reserve Fund;

(h) the funding of the Junior Lien Obligation Debt Service Fund for the purpose of prepaying or paying, in whole or in part, the Airport Junior Lien Revenue Obligation Note issued pursuant to the Credit Agreement, dated as of June 28, 1983, as amended, between the City and The First National Bank of Chicago; and

(i) the payment of the Costs of Issuance of 1985 Bonds.

The Commissioner of the Department of Public Works, the Commissioner of the Department of Aviation and other officers and employees of the City are hereby directed not to expend any funds to construct an extension of the Runway 9L end of Runway 27R-9L prior to January 1, 1996 at Chicago-O'Hare International Airport.

**SECTION 2.3. Form, Denominations and Numbers.** Each 1985 Bond shall be issued in fully registered form without coupons in the denomination of \$5,000, or any integral multiple thereof. The 1985 Bonds of each Series shall be numbered consecutively from one upwards in order of their issuance and may bear such additional letter or number designations as may be determined by an Authorized Officer of the City prior to the authentication and delivery of such Series.

**SECTION 2.4. Form of 1985 Bonds and Certificate of Authentication.** Subject to the provisions of the General Airport Revenue Bond Ordinance, each 1985 Bond, the form of assignment thereof and the Certificate of Authentication thereon shall be, respectively, in substantially the following forms, with such insertions or variations as to Series, any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by the General Airport Revenue Bond Ordinance.

## (FORM OF FACE OF BOND)

CITY OF CHICAGO  
CHICAGO-O'HARE INTERNATIONAL AIRPORT  
GENERAL AIRPORT REVENUE BOND, 198\_ SERIES \_\_

INTEREST RATE                      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, upon presentation and surrender of this Bond, the principal sum of \_\_\_\_\_ Dollars, 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 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 redemption premium, if any, 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.

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.

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.

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 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.

In Witness Whereof, the City of Chicago has caused this 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.

11/26/85

UNFINISHED BUSINESS

22995

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 withinmentioned 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]

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 Bond 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 adopted by the City Council of the City on \_\_\_\_\_, 1985, entitled "Fourth Supplemental Ordinance Authorizing the Issuance and Sale of Chicago-O'Hare International Airport General Airport Revenue Bonds" (said ordinances 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.

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 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.

This Bond is transferable as provided in the Ordinances, 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 registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered 198\_\_\_\_ Series \_\_\_\_\_ Bond. 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 are issuable in the form of registered Bonds without coupons in the denomination of \$5,000, or an integral multiple thereof. In the manner, subject to the conditions, and upon the payment of the charges, if any, provided in the Ordinances, 198\_\_\_\_ Series \_\_\_\_\_ Bonds, upon surrender thereof at the principal corporate trust office of the Trustee 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 thereof, be exchanged for an equal aggregate principal amount of 198\_\_\_\_ Series \_\_\_\_\_ Bonds of any other authorized denominations, of the same maturity and interest rate.

The 198\_\_\_\_ Series \_\_\_\_\_ Bonds maturing on January 1, \_\_\_\_\_, and on January 1, \_\_\_\_\_, respectively, are subject to mandatory redemption, 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 otherwise than from such mandatory Sinking Fund Payments, at the option of the City, on or after \_\_\_\_\_, as a whole at any time, or in part on any interest payment date, and if in part in such order of maturity as the City shall determine 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 of 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 any 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 redemption date, 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 price 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 \_\_\_\_\_ 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 whatsoever.

#### ARTICLE III

Application of Proceeds of 1985 Bonds  
and Establishment of Accounts.

SECTION 3.1. Application of Proceeds of 1985 Bonds. The proceeds of each Series of 1985 Bonds shall be applied for the purposes set forth in Section 2.2 in the manner provided in this Article.

SECTION 3.2. Debt Service Reserve Fund. Upon receipt of the proceeds of the sale of any Series of 1985 Bonds, there shall be deposited from such proceeds in the Debt Service Reserve Fund the amount stated in the Certificate delivered in connection with the issuance of such Series pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.3. Establishment of 1985 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 "1985 Capitalized Interest Account." There shall be established within the 1985 Capitalized Interest Account, a separate subaccount for each Series of 1985 Bonds. There shall be deposited from the proceeds of the sale of each Series of 1985 Bonds into the appropriate subaccount in the 1985 Capitalized Interest Account an amount equal to the amount stated in the Certificate delivered in connection with the issuance of such Series pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.4. Establishment of Project Accounts. Project Accounts are hereby established for the payment of Costs of Issuance of the 1985 Bonds and for each of the Capital Projects described in Section 2.2 for which a Project Account has not heretofore been established. Upon receipt of the proceeds of the sale of each Series of 1985 Bonds there shall be deposited from such proceeds in each such Project Account the amount, if any, set forth in the Certificate delivered in connection with the issuance of such Series pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

SECTION 3.5. Other Purposes. Upon receipt of the proceeds of sale of each Series of 1985 Bonds, there shall be applied from such proceeds for each purpose set forth in paragraphs (f), (g) and (h) of Section 2.2, the amount, if any, to be so applied as specified in the Certificate delivered in connection with the issuance of such Series pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

#### ARTICLE IV

##### Sale and Delivery of 1985 Bonds.

##### SECTION 4.1. Sale of 1985 Bonds.

(a) Subject to the limitations contained in this Fourth Supplemental 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, each Series of 1985 Bonds, to Smith Barney, Harris Upham & Co., Incorporated; Drexel Burnham Lambert, Incorporated; Salomon Brothers, Incorporated; Bear, Stearns & Co.; Daniels and Bell, Incorporated; Kidder, Peabody & Co., Incorporated; Merrill Lynch Capital Markets; Metro Equities Corporation; Morgan, Stanley & Co., Incorporated; Paine Webber, Incorporated; Prudential Bache Securities, Incorporated; Rodman & Renshaw,

Incorporated; and United Daniels, as representatives of a group of underwriters pursuant to a Contract of Purchase with respect to such Series between the City and such underwriters; provided that the aggregate purchase price of each Series of 1985 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 thereof) 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. In connection with the sale of each Series, the Mayor or the City Comptroller of the City is hereby authorized and directed to execute and deliver a Contract of Purchase in substantially the form of the Contract of Purchase presented to this meeting, together with such changes thereto 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 Fourth 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 and the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City Council by this Fourth 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 in connection with the sale of each Series of 1985 Bonds a certificate 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 of the City with respect to the initial Series of the 1985 Bonds presented to this meeting, the distribution thereof to prospective purchasers and the use thereof by the underwriters in connection with the offering of such Series are hereby authorized and approved. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement, in substantially the form of said 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 are authorized to execute and deliver such final Official Statement to the underwriters in the name and on behalf of the City.

(e) In connection with the issuance of each subsequent Series of 1985 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, 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 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 1985 Bonds.** Pursuant to the General Airport Revenue Bond Ordinance, the Mayor shall execute the 1985 Bonds 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 the 1985 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. Each Series of 1985 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 to or upon the order of the underwriters.

## ARTICLE V

### *Miscellaneous.*

**SECTION 5.1. Paying Agents.** Pursuant to Section 130.2 of the General Airport Revenue Bond Ordinance, the Trustee is hereby appointed as a Paying Agent for the 1985 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 1985 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 any 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. The City further covenants to take any action required by the provisions of the Tax Reform Act of 1984 (P.L. 98-369) in order to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance.

**SECTION 5.3. Public 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 the 1985 Bonds. The City Council hereby directs that no 1985 Bonds 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 1985 Bonds 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 5.4. 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 Fourth Supplemental Ordinance and the General Airport Revenue Bond Ordinance and the performance of all other acts of whatever nature

necessary to effect and carry out the authority conferred by this Fourth Supplemental Ordinance and the General Airport Revenue Bond Ordinance, including but not limited to, the execution and delivery of documents designed to assure to the maximum extent possible that the Bonds will not be included in the City's 1985 "Private Activity Bond Limit" within the meaning of Section 103(n) of the Internal Revenue Code of 1954, as amended. 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 Fourth Supplemental Ordinance and the General Airport Revenue Bond Ordinance or to evidence said authority.

SECTION 5.5. 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 1985 Bond, 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 Fourth Supplemental Ordinance or the General Airport Revenue Bond 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 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 5.6. Equal Employment and Minority Business Participation. It is the policy of the City of Chicago to comply with all State and Federal laws and regulations, where applicable, regarding equal employment opportunity and minority business participation, including, but not limited to:

"Airport Aid Program; Civil Rights Provisions," 14 Code of Federal Regulations 152;

"Participation by Minority Business Enterprise in Department of Transportation Programs," 49 Code of Federal Regulations 23;

Executive Order 11246 "Construction Contractors Affirmative Action Regulations; Construction Industry Goals for Minority Participation;"

Urban Mass Transportation Administration Circular C-1155.1, "Interim Equal Employment Opportunity Policy and Regulations for Grant Participants;"

Urban Mass Transportation Administration Circular C-11.60.1, "Interim Guidelines for Title VI Information Specific to U.M.T.A. Programs;"

and the City Council of the City of Chicago is desirous that the City of Chicago avoid penalties and grant forfeitures resulting from non-compliance with State and Federal laws. The Purchasing Agent or such other compliance officer as may be designated or required by law shall make timely submission to the City Council within 30 days of every reporting period a detailed report of all compliance plans and accomplishments regarding equal employment opportunity and minority business participation mandated by State, Federal and local law.

The purchasing agent shall establish a goal of awarding not less than ten percent (10%) of the total dollar value of O'Hare Development Project contracts funded by the proceeds of this bond issue to qualified Hispanic-owned businesses, regardless of race.

In order to achieve the goal stated in this Section, the Purchasing Agent of the City of Chicago shall undertake the following:

(a) Insert within specifications for each contract for construction of any building, bridge, roadway or other structure a requirement that a bidder commit to the expenditure of ten percent (10%) of the dollar value of the contract (including any modifications) with one or more Hispanic-owned businesses. This commitment may be met by the bidder's status as a Hispanic-owned business or by joint venture with one or more Hispanic-owned businesses, or by subcontracting a portion of the work to one or more Hispanic-owned businesses, or by purchase of materials for the work from one or more or Hispanic-owned businesses or by an combination of the foregoing.

(b) Insert within specifications for all other contracts awarded by competitive bidding a requirement that a bidder commit to expenditure of ten percent (10%) of the dollar value of the contract (including any modifications thereof) with one or more Hispanic-owned businesses. This commitment may be met by the bidder's status as a Hispanic-owned business or by joint venture with one or more qualified Hispanic-owned businesses as prime contractor, or by subcontracting a portion of the work to one or more Hispanic-owned businesses or by purchase of materials from one or more Hispanic-owned businesses or by any combination of the foregoing.

(c) Negotiate with any contractor whose contract is not awarded by competitive bidding a commitment to Hispanic-owned businesses participation of at least ten percent (10%) of the dollar value of the contract (including any modifications).

The provisions of Executive Order 85-2, Section 3(e) are expressly incorporated herein to enable the Purchasing Agent to monitor and enforce the goal stated in this Section.

If, in the course of preparing specifications for a contract, the Purchasing Agent determines that it is not feasible to obtain qualified Hispanic-owned businesses to perform sufficient work to fulfill the commitment stated in this Section or that it is not feasible to obtain qualified Hispanic-owned businesses to perform any of the work or supply any product or service required under the contract, the Purchasing Agent may reduce or waive the commitment to Hispanic-owned participation in the contract, as may be appropriate.



SECTION 5.7. Severability. It is the intention of this City Council that, if any Article, Section, paragraph, clause or provision of this Fourth Supplemental Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such Article, Section, paragraph, clause or provision shall not affect any of the remaining provisions hereof

SECTION 5.8. Effective Date. The City Clerk is hereby authorized and directed to publish this Fourth Supplemental Ordinance in pamphlet form. This Fourth Supplemental Ordinance shall take effect immediately upon its enactment.

[Preliminary Official Statement and Contract of Purchases are omitted for printing purposes but on file and available for inspection in the Office of the City Clerk.]

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### MISCELLANEOUS BUSINESS.

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#### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Tuesday the twenty- sixth (26th) day of November, 1985, at 10:00 A.M. be and the same is hereby fixed to be held on Monday, the second (2nd) day of December, 1985, 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.

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

Nays -- None.

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

11/26/85

MISCELLANEOUS BUSINESS

23005

**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 Monday, December 2, 1985, at 10:00 A.M. in the Council Chamber in the City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,  
City Clerk.

23006

JOURNAL--CITY COUNCIL--CHICAGO

11/26/85