



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

Regular Meeting—Tuesday, March 25, 1986

at 12:00 P.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Aldermen Vrdolyak, Stemberk, Cullerton, Laurino and Hansen.

Call to Order.

On Tuesday, March 25, 1986 at 1:27 P.M. (the hour appointed for the meeting was 12:00 P.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Quorum present.

Invocation.

Elder Charles Davis, Indiana Pentecostal Church of God, opened the meeting with prayer.

CONGRATULATIONS EXTENDED TO DR. MARTIN LUTHER KING, JR. HIGH SCHOOL FOR WINNING BOY'S CLASS AA ILLINOIS STATE HIGH SCHOOL BASKETBALL TOURNAMENT.

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

WHEREAS, The Dr. Martin Luther King, Jr. High School Boy's Varsity Basketball Team has emerged as the champions of the Boy's Class AA Illinois State High School Basketball Tournament; and

WHEREAS, The Dr. Martin Luther King, Jr. High School Boy's Team, known as the "Jaguars" defeated the Rich Central High School team on March 15, 1986 in Champaign, Illinois for the Illinois State Championship; and

WHEREAS, The Dr. Martin Luther King, Jr. High School's "Jaguars" also won the Proviso West Holiday Tournament on December 29, 1985; and

WHEREAS, The Dr. Martin Luther King, Jr. High School's "Jaguars" won the City of Chicago's Boy's Class AA Basketball Championship on March 3, 1986; and

WHEREAS, The Dr. Martin Luther King, Jr. High School's "Jaguars" exemplify the motto of their school, "Rise Above The Ordinary" by their dedication to hard work and good sportsmanship; and

WHEREAS, The Dr. Martin Luther King, Jr. High School's "Jaguars" have realized the message of their team, "If It Is To Be, It's Up To Me"; and

WHEREAS, The Dr. Martin Luther King, Jr. High School's "Jaguars" is composed of team members: Karl Anderson, Jesse Bailes, Anthony Burwell, Keith Colbert, Reginald King, Marcus Liberty, Emmett Lynch, Michael Butler, Gerald Morrow, Levertis Robinson, Richard Smith, Carl Stanley, David Weatherall, Kevin Williams, and Team Manager Lorenzo Fishback; and

WHEREAS, The coaching staff includes Assistant Coach Bennie Parrott and Head Coach Landon A. Cox; and

WHEREAS, The Dr. Martin Luther King, Jr. High School's "Jaguars" have brought pride, honor, and merit to all Chicagoans and special credit to their school, with a (32-1) winning record; now, therefore,

Be It Resolved, That I, Harold Washington, Mayor of the City of Chicago, and the entire City Council do hereby congratulate and salute the Dr. Martin Luther King, Jr. High School's "Jaguars" and commend the faculty, staff, and students of Dr. Martin Luther King, Jr. High School, located at 4445 South Drexel Boulevard, for producing and supporting an exceptional team of champions.

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

On motion of Alderman Evans, seconded by Alderman Frost, the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Mayor Harold Washington invited Head Coach Landon A. Cox, Assistant Coach Bennie Parrot and the team members to the rostrum.

The Mayor then presented Coach Cox with a plaque commemorating the outstanding achievement of the team. Coach Cox in return presented the Mayor with a "Jaguar" tee shirt and thanked the Mayor and City Council for the honor accorded them.

CONGRATULATIONS EXTENDED TO MARSHALL HIGH SCHOOL
"LADY COMMANDOS" BASKETBALL TEAM FOR
WINNING GIRLS CLASS AA CITY
BASKETBALL CHAMPIONSHIP.

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

WHEREAS, The Marshall High School Girl's Varsity Basketball Team has emerged as the City of Chicago's Girls Class AA Basketball Champions on March 17, 1986, and second place winners in the Girls Class AA Illinois State Championship on March 22, 1986; and

WHEREAS, The Marshall High School "Lady Commandos" took Second Place honors at the Mayor's 1985-86 High School Holiday Basketball Tournament on January 4, 1986; and

WHEREAS, The Marshall High School Girl's Basketball Team, known as the "Lady Commandos" have won nine (9) City Championship games in a row; and

WHEREAS, The Marshall High School "Lady Commandos" have finished in the "Final Four" category of the Illinois State Championships 7 times in the last 9 years, with 2 first place wins, 2 second place victories, 2 third place wins, and 1 fourth place victory; and

WHEREAS, The Marshall High School "Lady Commandos" is composed of team members: Veronica Ross, Sheryl Porter, Rhegeae Tate, Tammy Brown, Evangela Brown, Donna Collins, Vivian Edwards, Latonia Foster, Sherrice Fulton, Rita Hale, Carlotta Harris, Kimberly Johnson, Dathine Walker, Buella Miller, and Team Managers: Samenthia Brown and Marvin Sykes, and Assistant Coach Alvin Williams and Head Coach Dorothy Gaters; and

WHEREAS, The Marshall High School "Lady Commandos" have brought pride, honor, and merit to all Chicagoans and special credit to their school; now, therefore,

Be It Resolved, That I Harold Washington, Mayor of the City of Chicago, and the entire City Council do hereby congratulate and salute the Marshall High School's "Lady Commandos" and commend the faculty, staff, and students of Marshall High School, located at 3250 West Adams Street in Chicago, Illinois, for producing and supporting an outstanding team of champions.

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

On motion of Alderman W. Davis, seconded by Aldermen Smith, D. Davis, Henry and Langford, the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Mayor Harold Washington invited Head Coach Dorothy Gaters and Assistant Coach Alvin Williams and the team members to the rostrum.

The Mayor then presented Coach Gaters with a bouquet of flowers and a plaque commemorating the outstanding achievement of the team. Coach Gaters then presented Mayor Washington with a Marshall High School cap. Coach Gaters then thanked Mayor Washington and the City Council for the honor accorded them.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Referred-- MAYOR'S REAPPOINTMENT OF VARIOUS
INDIVIDUALS AS MEMBERS OF ADVISORY
BOARD ON CULTURAL AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1986.

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

LADIES AND GENTLEMEN -- I have reappointed the following people as members of the Advisory Board on Cultural Affairs, each for a three year term ending March 20, 1989:

Abena Joan Brown
Suzanne Brown
Diane Gallert Economos
Nereyda Garcia
Jose Gamaliel Gonzalez
Val Gray Ward

Your favorable consideration of these reappointments will be appreciated.

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

Referred-- COLLECTIVE BARGAINING AGREEMENT
WITH SEAFARERS INTERNATIONAL
UNION.

3/25/86

COMMUNICATIONS, ETC.

28665

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

March 25, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance adopting and ratifying an agreement by and between the City of Chicago and the Seafarers International Union.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH K & K ABRASIVES, INCORPORATED,
AND BRONSON AND BRATTON, INCORPORATED.

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

March 25, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with K & K Abrasives, Inc., and Bronson and Bratton, Inc., by which the City will provide funds to K & K Abrasives, Inc., in the amount of \$.50 per square foot or approximately \$27,000 to assist K & K Abrasives, Inc., in the acquisition of property located at 5153-5161 South Millard, Chicago as a part of its manufacturing operation expansion.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN
AND SECURITY AGREEMENT TO ASSIST K & K
ABRASIVES, INCORPORATED.

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

March 25, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the Acting Commissioner of the Department of Economic Development to enter into and execute on behalf of the City of Chicago, a Loan and Security Agreement by which the City will loan \$135,500 to assist K & K Abrasives, Inc. in the acquisition and development of real estate as part of its business expansion program. The City's loan funds will be provided from the Section 108 Demonstration Loan Program of the United States Department of Housing and Urban Development. The project is expected to create six (6) new, permanent jobs.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN
AND SECURITY AGREEMENT WITH M. M.
WINTER SPORTS, INCORPORATED.

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

3/25/86

COMMUNICATIONS, ETC.

28667

March 25, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a loan and security agreement with M. M. Winter Sports, Inc. in the amount of \$216,000 and a redevelopment agreement in the amount of \$8,000 for a land write-down, to expand business and job opportunities located at 407 North Elizabeth.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
OF FUNDS FOR COLLECTIVE BARGAINING AGREEMENT
WITH FIRE FIGHTERS UNION, LOCAL NO. 2.

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

March 25, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing a supplemental appropriation of funds in order to comply with the collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2.

Your favorable consideration of this ordinance will be appreciated.

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

Referred-- AUTHORIZATION FOR SUPPLEMENTAL LEVY OF
TAXES FOR YEAR 1986 FOR FUNDING COLLECTIVE
BARGAINING AGREEMENT WITH FIRE FIGHTERS
UNION, LOCAL NO. 2.

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

March 25, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing a supplemental levy of taxes for the year 1986, for the purpose of funding the collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- COLLECTIVE BARGAINING AGREEMENT WITH
FIRE FIGHTERS UNION, LOCAL NO. 2.

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

March 25, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance accepting the arbitrator's award in the arbitration proceedings and ratifying a collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 1 TO
MONTEREY-VINCENNES REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 1 to the Monterey-Vincennes Redevelopment Plan. The Amendment changes the land use from "Commercial or Residential to Off-Street Parking and Commercial".

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at a regular meeting held on the 17th day of December, 1985, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR TRANSFER OF PARCEL P-1 IN
MONTEREY-VINCENNES URBAN RENEWAL PROJECT
TO DEPARTMENT OF PUBLIC WORKS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the transfer of Parcel P-1, in the Monterey-Vincennes Urban Renewal Project to the Department of Public Works, City of Chicago. This parcel of land is bounded by South Homewood Avenue, West Monterey Avenue, South Hale Avenue and the public alley north of West Monterey Avenue. Parcel P-1 contains 61,041.75 square feet. The Department of Public Works proposes to develop this parcel into a park-and-ride facility serving commuters of the Rock Island Railroad.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting held on the 18th day of February, 1986, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR SALE OF PARCEL 8 IN COMMERCIAL
DISTRICT PROJECT MADISON-RACINE TO WERTHEIMER
BOX AND PAPER CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I am transmitting an ordinance approving the sale of Parcel 8 Commercial District Project Madison-Racine to Wertheimer Box and Paper Corporation.

Also enclosed is a certified copy of the resolution adopted by the Commercial District Development Commission at a meeting on December 17, 1985, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

3/25/86

COMMUNICATIONS, ETC.

28671

Referred -- APPROVAL FOR SALE OF LAND IN NEAR WEST
SIDE CONSERVATION AREA, PARCEL OS-98 LOCATED
AT SOUTHEAST CORNER OF WEST HARRISON
AND SOUTH LOOMIS STREETS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel OS-98, located at the southeast corner of West Harrison and South Loomis Streets).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting held on the 18th day of February, 1986, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

**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 -- MAYORAL APPOINTMENT OF MR. RONALD
GIDWITZ TO SERVE AS CHAIRMAN OF ECONOMIC
DEVELOPMENT COMMISSION.

A communication from Honorable Harold Washington, Mayor, received in the Office of the City Clerk on March 20, 1986, at 9:23 A.M., designating Ronald Gidwitz to serve as the Chairman of the Economic Development Commission for a three (3) year term, a copy of which was then transmitted to the Committee on Economic Development.

Referred -- MAYORAL VETO OF ORDINANCE AMENDING
SECTION 156-17 OF MUNICIPAL CODE RELATING
TO PUBLIC GARAGES.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1986.

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

LADIES AND GENTLEMEN -- I return herewith, without my approval, an ordinance passed by the City Council at its meeting of March 13, 1986, amending Section 156-17 of the Municipal Code of Chicago. This ordinance creates a new license category entitled Public Garage, Class III, and imposes requirements in connection therewith.

As passed, this ordinance contains an ambiguous section which states that no tax will be collected from any licensee in this new category until after the effective date of the ordinance. The language used in this section can be construed to forgive any and all past municipal taxes, even if not connected to the operation of a public garage. This surely could not have been the intent of the Committee on License when this section was added.

Even if this section was meant to forgive only parking transaction taxes due for parking operations prior to the effective date of the ordinance, it would still be improper. Several parking lot operators allegedly have operated without paying the taxes imposed by the City Council. Some of those operators are currently involved in assessment proceedings in the Department of Revenue. To relieve those operators of liability would be unfair to the parking lot operators who have faithfully paid the parking taxes when due. The authority of the City Council to waive tax liability is also legally questionable.

For these reasons I return the ordinance without my approval and offer a substitute, in accordance with Chapter 24, Paragraph 21-15 of the Illinois Revised Statutes.

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

Said substitute ordinance transmitted with the foregoing communication was *Referred to the Committee on License.*

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

Also, copies of resolutions adopted by the Chicago Plan Commission on March 20, 1986, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department of Housing, City Real Estate Section
Disposition of Vacant City-Owned Properties*

Referral Number	Address
86-049-02	1722 North Clybourn Avenue
86-050-02	2000-2002 West Monroe Street
86-051-02	522-524 East Bowen Avenue
86-052-02	4923-4925 South Michigan Avenue
86-053-02	15-17 West 65th Street
86-054-02	3316-3318 East 91st Street

Public Building Commission of Chicago

Referral Number	Proposal
86-047-21	Wright City College Site, Southwest Corner of West Montrose Avenue and North Narragansett Avenue

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

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

[Voucher payments printed on page 28674 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on March 12, 1986, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on March 25, 1986, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on March 12, 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.

PERSONAL SERVICES PAID BY VOUCHER FOR FEBRUARY 1986

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	Settlement	FEB. 1986
Black, Chester	5420 S. Sawyer	Fire	Fireman	100	\$ 470.16		\$ 470.16
Brack, David	7740 S. Phillips	"	"	"	1,293.75	"	1,293.75
Gomez, Christopher	1722 W. 33	"	"	"	109.97	"	109.97
Guth, Anthony	2656 W. Lunt	"	"	"	1,468.50	"	1,468.50
Herling, John	4110 N. Laverne	"	"	"	68.53	"	68.53
Hughes, Daniel	10630 S. St. Louis	"	"	"	408.96	"	408.96
Liberto, Vincent	6814 W. 64th	"	"	"	408.96	"	408.96
Macek, Robert	3452 N. Pacific	"	"	"	14.20	"	14.20
Murphy, James	3705 N. Springfield	"	"	"	6,237.77	"	6,237.77
Murphy, Terrence	11034 S. Spaulding	"	"	"	6,480.80	"	6,480.80
Taylor, Charles	12127 S. Lafayette	"	"	"	272.64	"	272.64
Montgomery, James	6741 S. Constance	Law	Corp. Counsel	"	2,479.16	Admin Leave	2,479.16
Dillard, Renee	8040 S. Champlain	Mayor's Ofc.	Clerical Services	"	140.17	"	140.17
Waits, Felicia	5636 S. Hoyne	"	"	200	1,043.46	"	1,043.46

**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:

Robert W. Berliner, Jr. -- to classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 7-G bounded by

a line 331.80 feet north of and parallel to West Wrightwood Avenue; North Lakewood Avenue; a line 139.80 feet north of and parallel to West Wrightwood Avenue; and the alley next west of and parallel to North Lakewood Avenue;

Centrum Properties, Inc. and Historic Properties, Inc. -- to classify as an R4 General Residence District instead of M1-2 Restricted Manufacturing and R3 General Residence Districts the area shown on Map No. 7-G bounded by

West Wrightwood Avenue; a line 187.0 feet west of and parallel to North Greenview Avenue; public alley next south of and parallel to West Wrightwood Avenue; public alley next east of and parallel to North Greenview Avenue; a line 24.0 feet north of and parallel to West Lill Street; and North Greenview Avenue;

Chicago Title and Trust Company, U/T No. 1087670 -- to classify as a Residential-Business Planned Development instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

West Webster Avenue; North Lakewood Avenue; North Clybourn Avenue and North Wayne Avenue;

Cragin Service Corporation -- to classify as a Residential Planned Development instead of an R3 General Residence District the area shown on Map No. 9-O bounded by

a line beginning at a point 110.0 feet east of North Pacific Avenue and 615.6 feet north of West Addison Street; thence east 170.0 feet; thence south 314.85 feet at an angle of 89°46'50"; thence east 109.31 feet at an angle of 89°31'45"; thence northeast 277.95 feet at an angle of 221°30'55"; thence southeast 285.0 feet at an angle of 79°08'20" to the north right-of-way line of Forest Preserve Avenue; thence southwest 447.69 feet along the north right-of-way line of Forest Preserve Avenue; thence north 114.21 feet at an angle of 58°52'30"; thence west 250.0 feet at an angle of 89°31'45"; thence north to the point of beginning;

L. Fish Furniture Company -- to classify as a C2-2 General Commercial District instead of an M2-2 General Manufacturing District the area shown on Map No. 10-J bounded by

a line 256.43 feet north of and parallel to West 44th Street; a line 569.23 feet east of and parallel to South Pulaski Road; West 44th Street; and South Pulaski Road.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Ins. Co. (5) Johannes Bachmann, James Edgerton, Eugene Kuc, Mary Ransford and Manolo Rodriguez, Abrahams Joseph, Aetna Life and Cas. and Clement McDonald, All American Mat, Almeida Antonio;

Blaconieri Nadia M., Bozzi Dominick, Brueckman Edward J., Buchholz Mary Jane, Bucknor Glenton, Butler Charlene;

Capone Pat, Cichocki Stella E., Cummings James, Curran Barbara;

Davis Nona L., Davis Ronald, Dodge Donald;

Economy Fire and Cas. Co. and Arnold Yellin, Ellis Margarette L., Eschelbach Leaf Industries, Inc. (2);

Feeney William;

GEICO and Affiliates and Robert Collins, Gilbert Kelly, Goggin Terrence, Gorman David, Green Mary, Gregory Ruben;

Hall Frank, Hall John H., Hashimoto Kenji, Heard Forest Jr., Hicks Annie L., Hough Roger;

Jackson Johnie, Jarczyk Stanley, Johnson Josie;

Khatib Farouk, Klosowicz Ann;

Liberty Mutl. Ins. and Virginia Flanagan, Liudzius Anthony;

Manso Ronald, Marks Travis (2), Martin Annette, Miller Veronica;

McCann Michael, McKinzie and Ross;

National Ben Franklin Ins. Co. (2) Lisa Ann Johnson and Thomas Steffek;

Palinsky Tracy, Peoples Gas Light and Coke Co. (4), Phelan Linda, Prestige Cas. Co. and Carrie Jackson, Provenza Janice;

Rivera Francisco;

Safeco Ins. Co. and Thomas Alessi, Sall Richard Carl, Shukair Ali, Staama Edward A., State Farm Ins. Co. (3) Christopher Harmon, Ferdinand Jost and Edwardo Solver, Stefanis Bill;

Tejcek May, Tennison William, T. P. Construction Co.;

Utility Tool Works;

Vitale Jack Peter;

Weinberg Dr. Peter;

Zemora Pedro S.

Referred -- SETTLEMENTS AND SUITS WITH ENTRIES
OF JUDGMENTS AGAINST CITY.

Also, reports from the Corporation Counsel (filed in the Office of the City Clerk on March 14, 1986) addressed to the City Council (signed by Jennifer Duncan-Brice, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended January, 1986, which were *Referred to the Committee on Finance*.

OFFICIAL STATEMENT OF CERTIFICATION OF NEWLY
ELECTED ALDERMEN PLACED IN RECORD.

By unanimous consent, the Honorable Walter S. Kozubowski, City Clerk, presented for the record the following statement from the Honorable Stanley T. Kusper, Jr., Cook County Clerk, showing the certification of various aldermen elected at the Special Aldermanic Election held on March 18, 1986:

OFFICE OF THE COUNTY CLERK

April 3, 1986.

*Honorable Walter S. Kozubowski
City Clerk - City of Chicago
221 N. LaSalle Street - Room 107
Chicago, Illinois 60602*

Re: Certification of
Special Aldermanic Election
March 18, 1986

DEAR MR. KOZUBOWSKI -- This is to advise you that, as the County Clerk of Cook County, I have issued a Certificate of Election to the following Aldermen who were elected at the Special Aldermanic Election held on March 18, 1986, within the jurisdiction of the Board of Election Commissioners for the City of Chicago, Cook County, Illinois.

18th Ward	Honorable Robert T. Kellam
22nd Ward	Honorable Jesus Garcia
25th Ward	Honorable Juan M. Soliz
31st Ward	Honorable Miguel A. Santiago
37th Ward	Honorable Percy Giles

Attached is a copy of the Canvass of this Special Election.

There were no write-in votes for these offices at this election.

Very truly yours,
(Signed) STANLEY T. KUSPER, JR.,
County Clerk.

CITY COUNCIL INFORMED AS TO ELECTION AND QUALIFICATION
OF NEWLY-ELECTED ALDERMEN.

The City Clerk further informed the City Council that he had received from the Board of Election Commissioners, a certified copy of the Statement of Results of the Canvass, signed by the Canvassing Board, of the votes for Aldermen in the 18th, 22nd, 25th, 31st and 37th Wards, at the special election held on March 18, 1986, which were as follows:

Name of Candidate	Total Vote
<i>18th Ward.</i>	
Bruce E. Crosby	252
Eldora Davis	787
George H. Eddings	415
Robert T. Kellam	12,666

Name of Candidate	Total Vote
Charles E. Marble	369
Chester Marks	253
Doris J. Nogaj	385
Monica Faith Stewart	4,720

22nd Ward.

Jesus Garcia	3,293
Guadalupe Martinez	2,013
Fred Yanez	727

25th Ward.

Philip Coronado	624
Virginia Martinez	904
Juan M. Soliz	3,798
Juan A. Velazquez	1,616

31st Ward.

Migdalia Collazo	2,226
Benjamin (Benny) Rosado	1,302
Miguel A. Santiago	4,479

37th Ward.

John W. Davis	455
Andre A. Foster	475
Percy Giles	4,562
Carter Jones	454
Patrick Keen	422
William A. Marshall	171

Name of Candidate	Total Vote
Larry G. McCullum	406
Ray Myles	941
James Pruitt	208

OATHS OF OFFICE ADMINISTERED
TO NEWLY-ELECTED ALDERMEN.

The Honorable Walter S. Kozubowski, City Clerk, thereupon presented for the record the taking and subscribing of the oaths of office as prescribed by statute to Robert T. Kellam (18th Ward), Jesus Garcia (22nd Ward), Juan M. Soliz (25th Ward), Miguel A. Santiago (31st Ward) and Percy Giles (37th Ward).

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**CITY COMPTROLLER DIRECTED TO ISSUE VOUCHER IN ACCORDANCE
WITH 1986 APPROPRIATION ORDINANCE FOR EDGEBROOK
CHAMBER OF COMMERCE.**

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

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

SECTION 1. That the City Comptroller is directed to issue a voucher in accordance with the 1986 Appropriation Ordinance (Account 100-9112-838) for the Edgebrook Chamber of Commerce in the amount of \$15,000.00 to provide technical assistance to area businesses. The Department of Economic Development is hereby instructed to monitor the activities of Grantee authorized by this ordinance and to audit the expenditure of funds authorized by this ordinance.

SECTION 2. This ordinance shall take effect upon its due passage.

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT FOR BLOCK 16 IN NORTH LOOP
BLIGHTED COMMERCIAL AREA.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement for Block 16 in the North Loop Blighted Commercial Area in the amount of \$12,000,000.

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

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

Nays -- None.

Alderman Krystyniak 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 "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission, (hereinafter "the Commission") as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago; and

WHEREAS, In furtherance of the objectives of such ordinance, the Commission, on March 20, 1979, designated the North Loop Blighted Commercial Area and approved a Redevelopment Plan for the area, which designation was approved by the City Council pursuant to ordinance duly adopted on March 28, 1979, and which Redevelopment Plan

was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982; and

WHEREAS, The City of Chicago, on April 8, 1985 issued a Request for Proposals (the "R.F.P.") for the purchase and redevelopment of the real property designated as Block 16 in the North Loop Blighted Commercial Area, bounded by West Wacker Drive, North Dearborn Street, West Lake Street and North State Street (the "Property"); and

WHEREAS, In response to said R.F.P. a timely bid was submitted by Buck- Wexler Associates (hereinafter "the Venture") for the purchase of the Property for a purchase price of \$12,000,000 and the redevelopment thereof, said proposal being presented to the Commission at its meeting on August 6, 1985; and

WHEREAS, The proposal was analyzed by the staff of the Department of Planning and was made available for review and comment by the general public; and

WHEREAS, At its meeting on August 6, 1985, the Commission, by Resolution No. 85-CDDC-28, approved the proposal by the Venture for redevelopment of the Property and directed the drafting and preparation of a redevelopment agreement between the City and the Venture; and

WHEREAS, The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended, (hereinafter referred to as the "Act"), such Act becoming effective January 10, 1977; and

WHEREAS, The City Council adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project for the North Loop Redevelopment Area and adopting Tax Increment Financing for the North Loop Redevelopment Area, all as provided by the Act; and

WHEREAS, The City Council has considered the proposal and offer of the Venture and the approval thereof by the Commission and finds the proposal and bid to be satisfactory; now, therefore,

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

SECTION 1. The City Council of the City of Chicago authorizes and approves the sale of the Property as recommended by the Commission to the Venture as follows:

Area		Total Price
Block 16:	West Wacker Drive, North Dearborn Street, West Lake Street, and North State Street	\$12,000,000

The approximate site area is 100,613 square feet and the approximate unit price therefore is \$119.27 per square foot.

SECTION 2. The Mayor and the Commissioner of the Department of Planning are authorized and directed to execute and the City Clerk to attest to a Redevelopment Agreement for the sale and redevelopment of the Property substantially in the form attached hereto, subsequent to approval thereof by the Corporation Counsel as to form and legality, and are further authorized to execute all documents and take all actions which are required by the Redevelopment Agreement and which may be necessary to complete the transaction contemplated thereby.

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

Redevelopment Agreement attached to this ordinance reads as follows:

This Agreement, dated as of _____, 1986, is made by and between the City of Chicago, a public body corporate, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City") and Buck-Wexler Associates (the "Purchaser") having its principal office at 200 S. Wacker Drive, Chicago, Illinois 60603.

Certain Definitions.

For all purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it or shall include or be used as follows:

Affiliate of Purchaser: Any person or entity who or which (i) has an ownership interest in and control of Purchaser, or in an entity having an ownership interest in and control of Purchaser, whether such interest is held directly or indirectly or through other entities, (ii) is an officer, director, employee, agent, nominee, trustee, beneficiary or shareholder of Purchaser having control of Purchaser or an entity having an ownership interest in and a control of the Purchaser whether such interest is held directly or indirectly or through one or more entities or (iii) has a legal or beneficial interest in any contract, agreement or other arrangement with Purchaser or a person or entity having an ownership interest in and control of Purchaser, whether such interest is held directly or indirectly or through one or more entities, pertaining to the development, management, sale, leasing or construction in or on the Site. As used in this definition, and this Agreement, the term "entity" includes, but is not limited to, corporations, partnerships, trusts, estates and any other business organizations or association, and the term "person" includes a spouse and brothers, sisters, ancestors and lineal descendants of the person.

Commission: The Commercial District Development Commission established by the City as set forth in Chapter 15.1 of the Chicago Municipal Code (see Recital A).

Commissioner: The Commissioner of the Department of Planning of the City or other person designated by the Mayor of the City.

Complete: The substantial completion of the Improvements or phase or portions thereof as the context requires. For the purpose of this definition, the Hotel/Retail Structure will be considered substantially complete when (i) the hotel portion of such building is substantially finished, all common or public areas located therein, and the

sidewalk improvements with respect to the Hotel/Retail Land, the bridge and the special retail area referred to in Paragraph 5 below, are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for beneficial use and occupancy for the purpose intended or written commitments are delivered to the City for such bridge, retail areas and sidewalks with reasonable provisions to insure that such work will be Complete (such commitments shall be in form and content with security reasonably satisfactory to the Commissioner) and (ii) the "shell and core" for all other areas of that structure are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for the installation of "tenant finishing work;" and the Office Tower will be considered substantially complete when (i) the "shell and core" of that building is substantially finished and ready for the installation of "tenant finishing work," and (ii) all in-kind contributions referred to in Paragraph 7 below relating thereto, all common or public areas therein, and the sidewalk improvements with respect to the Office Site referred to in Paragraph 5 below are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for beneficial use and occupancy for the purpose intended or written commitments are delivered to the City for such contributions and sidewalks with reasonable provisions to insure that such work will be Complete (such commitments shall be in form and content with security reasonably satisfactory to the Commissioner). This definition of "Complete" also is applicable to other forms of the word "complete," such as "Completion" and "Completed," as used in this Agreement.

Development Costs: All costs, expenses and expenditures incurred or anticipated to be incurred for the acquisition of the applicable portion of the Site, planning, development and construction and completion of the applicable portion of the Improvements including, but not limited to, the appropriate Purchase Price of the portion of the Site, loan fees, interest, the fair market value of any equity interest in the applicable Developer (or any entity formed by such Developer) transferred to a lender to obtain financing or to a major tenant to enter into a lease, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, cost of "building standard tenant work" and other tenant work (although incurred after completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, hotel opening and pre-opening expenses, architects' and engineers' fees, surveyors' fees, reasonable developer's fees for services rendered prior to the issuance of a Completion Certificate, attorneys' fees, permit fees, management fees, consultants' fees, construction manager's fees, heat, electricity, fuel, and insurance and amounts budgeted although not expended in brokers' and leasing commissions, amounts paid for tenant inducements and tenant allowances, other marketing costs, the applicable Developer's contributions required by Paragraph 7 below and any losses resulting from operating expenses exceeding revenues for the "start-up" period (which may be as long as two or three years) for the applicable portion of the Improvements.

Hotel/Retail Developer: Block 16 Hotel Associates, a partner in the partnership constituting the Purchaser which partner has been by this Agreement designated by the Purchaser to purchase the Hotel/Retail Land.

Hotel/Retail Land: That portion of the Site (including but not limited to appurtenant rights for ingress, egress, support and other rights required, appropriate or beneficial thereto) on which the Hotel/Retail Structure is or shall be constructed.

Hotel/Retail Structure: The Hotel/Retail Structure shall include, by way of illustration and not limitation, a hotel of not less than 600 rooms (or 400 suites of two or more rooms each) and between 100,000 and 250,000 square feet of retail space.

Improvements: The improvements to be constructed as shown in the drawings, plans and specifications approved by the City in accordance with Paragraph 9 below.

Office Developer: Block 16 Office Partners, a partner in the partnership constituting the Purchaser, which partner has been by this Agreement designated by the Purchaser to purchase the Site.

Office Tower Site: That portion of the Site (including but not limited to appurtenant rights for ingress, egress, support and other rights required, appropriate or beneficial thereto) on which the Office Tower is or shall be constructed.

Office Tower: That part of the Improvements designed and intended to be used for office purposes. The Office Tower may contain 900,000 square feet which may be increased in area to a total area of not more than 1,175,000 square feet.

Permitted Delays: With respect to the Purchaser's or a Developer's obligation regarding the construction of portions of the Improvements, any delay caused by material damage or destruction by fire or other casualty, strikes of critical trades, shortage of critical material, unusually adverse weather conditions such as severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, and also including, but not limited, to tornadoes and cyclones and other like events or conditions beyond the reasonable control of the party affected which in fact materially interferes with the ability of such party to construct any of the improvements. With respect to the City's ability to deliver possession thereof to Purchaser or a Developer, to convey and transfer the Site to Purchaser or a Developer or to perform its other obligations under this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act under the Redevelopment Documents or perform under this Agreement or challenging the authority of the City to acquire the Site or any portion thereof or to vacate any streets or alleys therein. The City shall diligently contest any such proceedings and any appeals therefrom and be responsible for the cost, expenses and attorney's fees of the City in any such proceeding. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional substantial obligations on Purchaser or materially increase its obligations under this Agreement. A Permitted Delay suffered by one party affecting the ability of the other party to perform under this Agreement shall be a Permitted Delay for the performance by such other party.

Permitted Encumbrances: (i) the Redevelopment Documents, (ii) the covenants, restrictions and liens set forth in his Agreement, (iii) general real estate taxes not then

due, (iv) title objections created, suffered or caused by Purchaser or the appropriate Developer, (v) utility easements in Haddock Place, and (vi) public and private easements and other encumbrances and minor irregularities in title which do not individually, or in the aggregate, impair the use of the Site for the purposes contemplated by this Agreement but which are reasonably acceptable to the lenders permitted by Paragraph 13 below.

Project: The North Loop Redevelopment Project set forth in the Redevelopment Documents (see Recital A) as such project may be revised from time to time by the City, provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or require Purchaser to an action that results in a material increase of the Development Costs or substantially alters the schedule for construction of the Improvements or the Planned Development.

Redevelopment Documents: (a) The redevelopment plan for the Project approved by the Commission on March 20, 1979, and, as revised, approved by the Commission on October 12, 1982 which plan was approved by the City Council as stated in Recital A, and (b) the North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as so revised, approved by the City Council on October 22, 1981 as further revised by the Commission on October 12, 1982 as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, approved by the City Council on October 27, 1982 and (c) the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984) approved by the City Council on June 20, 1984. The Redevelopment Documents include any revision in such plan and guidelines made from time to time by the City provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or require Purchaser to take an action that results in a material increase of the Development Costs or substantially alters the schedule for construction of the Improvements or the Planned Development.

Site: The land described in Exhibit "A" attached hereto.

Introductory Statement (Recitals)

A. Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago. In furtherance of the objectives of such ordinance, the Commission, on March 20, 1979, designated the Project as a blighted commercial area and on March 20, 1979, approved a Redevelopment Plan for the North Loop. The blighted commercial area designation was approved by the Chicago City Council pursuant to an ordinance duly adopted on March 28, 1979, and the Redevelopment Plan was approved by the Chicago City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982.

B. Pursuant to a Request for Proposals (the "R.F.P.") dated April 8, 1985, as supplemented, the City announced that the Site would be available for redevelopment.

C. The Redevelopment Documents set forth the City's overall objectives for the Project and set forth certain specific planning and design criteria for the Site.

D. The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended, (hereinafter referred to as the "Act"), said Act becoming effective January 10, 1977.

E. In 1981 the City issued \$55,000,000 of general obligation anticipation notes and, pursuant to the enabling ordinance, the proceeds of said notes were used for the payment of redevelopment costs, as said costs are defined under the Act, in anticipation of the adoption of tax increment financing pursuant to said Act.

F. In 1982, the City issued \$65,000,000 of general obligation bonds to pay the principal of and the final interest payment on the bond anticipation notes and in order to finance redevelopment project costs.

G. The City adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project for the North Loop Redevelopment Area and adopting Tax Increment Financing for the North Loop Redevelopment Area all as provided by the Act.

H. The Purchaser and the City acknowledge that the implementation of the program described in the Redevelopment Documents will be of mutual benefit to the Purchaser and the City in developing the Site as contemplated by this Agreement, and as an inducement to the Purchaser and the City to enter into this Agreement, the Purchaser and the City commit to cooperate with each other, and the Purchaser commits to fulfill the Purchaser's covenants and agreements set forth in Paragraph 22 of this Agreement which covenants and agreements further the goals and objectives contemplated by the tax increment financing adopted by the City covering the Site and surrounding areas in the Project.

I. Purchaser desires to redevelop the Site in accordance with this Agreement, the Planned Development and the Redevelopment Documents.

Now, therefore, for and in consideration of the covenants and premises set out herein, the City and Purchaser and the Developers hereby agree as follows:

1. Agreement to Purchase.

Subject to Permitted Delays but in no event beyond the date specified in Paragraph 21(k) hereof, the City hereby agrees to sell the Site to Purchaser, and Purchaser hereby agrees to purchase the Site, subject to Permitted Encumbrances. Purchaser shall pay to the City the sum of Twelve Million Dollars (\$12,000,000).

2. Closing Date and Closing Documents.

(a) Subject to Permitted Delays the closing for the Site shall take place on or before October 1, 1986. However, in no event shall the Closing Date be later than the date provided by Subparagraph 21(k) below. The closing shall be held at the offices of the

Commissioner, Room 1000 of City Hall, or at such other place upon which the parties may mutually agree. At the closing, the following shall be delivered to Purchaser:

- (i) A Quit Claim Deed (the "Deed") in the form of Exhibit "B" attached hereto conveying title to the Office Developer or the party it designates in writing given to the City not less than fifteen (15) days prior to the Closing Date;
- (ii) A completed Real Estate Transfer Declaration or Declarations signed by the City, in the form required by the Real Estate Transfer Act of the State of Illinois and the Transaction Tax Ordinance of the City of Chicago; and
- (iii) A commitment for A.L.T.A. Owner's Title Insurance Policy, with "extended coverage," issued in favor of the Office Developer or the party it has designated as permitted by Subparagraph 2(a)(i) above by a title insurance company doing business in Cook County, Illinois, reasonably acceptable to Purchaser ("Title Company"), in the amount of the Purchase Price showing good and merchantable title to the site to be in the City, subject only to Permitted Encumbrances; provided however, the Office Developer shall pay the premiums charged for "extended coverage" and shall in a timely manner provide to the Title Company, at the Office Developer's expense, the survey of the Site required to obtain a commitment for an Owners "extended coverage" title insurance policy.

(b) At the closing, the Office Developer shall pay the Purchase Price to the City by certified or cashier's check or by wire transfer of immediately available funds, and the Office Developer shall deliver its note and a guaranty in the forms of Exhibit "C" attached hereto for the cash contribution as required by Paragraph 7 below and a letter of credit to be held by the City as part of the Security Amount as provided by Paragraph 3 below. Concurrently with the closing, possession of the Site shall be delivered to Office Developer or the party it has designated as permitted by Subparagraph 2(a)(i) above together with the return of the Purchase Note and Guaranty. There will be no prorations. The City shall cause all real estate taxes and other impositions accruing for all periods prior to the Closing Date to be discharged, and Purchaser shall be responsible for all general real estate taxes accruing after the Closing Date.

3. Deposit.

(a) Upon the execution hereof, the City returned to the Purchaser the One Million Two Hundred Thousand Dollars (\$1,200,000) which it had been holding and the Purchaser delivered to the City a promissory note made by the Office Developer [guaranteed by Leo Burnett Company, Inc., ("Burnett," such note and guaranty are sometimes referred to herein as the "Purchaser Note and Guaranty")] payable to the City in the principal amount of Twelve Million Dollars (\$12,000,000) due on the Closing Date without interest prior to maturity, and after maturity with interest at the rate of three percent (3%) per annum over the prime rate, from time to time, at the First National Bank of Chicago (the "prime rate" being the rate of interest such Bank charges its most creditworthy business borrowers). The Purchase Note and Guaranty shall be held by the City as part of the "Security Amount"; the Security Amount shall be, from time to time, increased or decreased and shall be held, used or retained as set forth in this Agreement. On the Closing Date, the

Security Amount shall be reduced to the sum of Three Hundred Thousand Dollars (\$300,000), to be held by the City on the terms provided below in this Paragraph 3, by the Office Developer delivering to the City a letter of credit in the form of Exhibit "D" attached hereto; the Commissioner shall first approve the issuer of such letter of credit. When a Completion Certificate or Certificates covering the Officer Tower is given by the City, the Security Amount provided by the Office Developer then held by the City shall be returned to the Office Developer. All letters of credit provided to the City pursuant to this Agreement shall be renewed by the party providing such letter of credit not less than thirty (30) days prior to expiration thereof, from time to time, until such letter of credit is either drawn upon or otherwise used by the City or returned.

(b) If the purchase of the Site by Purchaser is not closed solely because of a default on the part of Purchaser under this Agreement, the City may enforce the Purchase Note and Guaranty and from the funds collected, the City shall have the rights to pay and discharge any claims or liens arising by reason of Purchaser's or either Developer's entry onto the Site permitted under Paragraph 21 below; in addition, the City shall have the right to:

- (i) retain from the proceeds of such collection the sum of One Million Two Hundred Thousand Dollars (\$1,200,000) (i.e., ten percent (10%) of the Purchase Price) as liquidated damages and hold the remaining proceeds thereof in a separate account (the "Account"), which shall bear interest at the average rate the City earns on its deposits; the Account shall be disbursed, from time to time, as follows:

- (1) First: to the City to reimburse its costs of holding the Site which costs include, but are not limited to, the following accruing during the period (the "Carry Period") beginning on the Closing Date and ending on the earlier of (x) the date the City conveys the property to a third party and (z) four (4) years after the Closing Date: interest expenses on funds borrowed by the City, lost real estate tax revenues and lost interest revenues that could have been earned by the City on the funds it paid for the Site to the extent such funds are not borrowed (all of which costs accruing during the Carry Period are hereinafter referred to as the "City's Carrying Costs");

- (2) Upon the earlier of: (x) the expiration of the Carry Period or (y) the City's conveyance of the Site to a third party, the balance of such account, to the Purchaser after the City has been reimbursed all of the City's Carrying Costs.

- (3) Provided, however, in the event that, during the Carry Period, the City sells the Site for more than one hundred ten percent (110%) of the Purchase Price, the amount of such sale price in excess of such one hundred ten percent (110%) shall be first applied to unpaid or unreimbursed City's Carrying Costs. Then such excess, if any, shall be paid in to the Account to refund the City's Carrying Costs which the Account previously paid or reimbursed. Thereupon, the Account shall be paid over to Purchaser.

Upon the City taking the action described in this Subparagraph (i), this Agreement shall be terminated and no longer of any force or effect on and

after the expiration of the above mentioned four (4) year period or the date that the City conveys the Site to a third party, whichever is the first to occur;

- (ii) in the alternative to the rights described at (i) above, the City may nevertheless elect to close the transaction by taking the Purchase Price from the proceeds of the collection of the Purchase Note and Guaranty; in such event this Agreement shall remain in full force and effect, but the Purchaser shall cause to be cured all defaults (other than defaults of the Hotel/Retail Developer) hereunder (of which Purchaser has been notified pursuant to Paragraph 19 below) within one hundred twenty (120) days of the Closing Date. In the event such defaults are not cured within such period, the City may then enforce this Agreement as provided by Paragraph 19 below.

(c) If the purchase of the Site by the Office Developer shall fail to close for any reason other than a default by the Purchaser or the Office Developer, then upon the demand of the Office Developer, the City shall promptly return the Security Amount to the Office Developer.

(d) If construction of the Office Tower is not commenced by the date specified in Paragraph 10 below, subject to Permitted Delays, the City shall convert into cash Three Hundred Thousand Dollars (\$300,000) of the Security Amount provided by the Office Developer and retain the proceeds thereof as liquidated damages.

(e) If the Office Tower is not Completed by the Date specified in Paragraph 10, subject to permitted Delays, the City shall convert into cash Three Hundred Thousand Dollars (\$300,000) of the Security Amount provided by the Office Developer and retain the proceeds thereof as liquidated damages. In addition, subject to Permitted Delays, if the Office Tower and related Improvements are not completed within thirty (30) days after the date specified in Paragraph 10, then Purchaser shall pay to the City Five Hundred (\$500) for each day after such thirty (30) day period that such Improvements are not so Completed as liquidated damages for such default but for a period not exceeding five (5) years. All such payments shall be liquidated damages for such default to compensate the City for the loss of benefits to the City by reason of such Improvements not being Completed. Such liquidated damages accruing after (30) days after the date for completion specified in Paragraph 10 below shall be paid on the last day of each month during which such damages accrue.

(f) Not less than thirty (30) days prior to the commencement of construction of the Hotel/Retail Structure, the Hotel/Retail Developer shall deposit with the City a letter of credit substantially in the form of Exhibit "D" attached hereto for Three Hundred Thousand Dollars (\$300,000) to be held by the City as additional Security Amount. Such letter of credit shall be issued by a Bank acceptable to the Commissioner. If construction of the Hotel/Retail Structure is not commenced by the date specified in Paragraph 10 below, subject to Permitted Delays, the City shall convert into cash Three Hundred Thousand Dollars (\$300,000) of the Security Amount deposited by the Hotel/Retail Developer and retain the proceeds thereof as liquidated damages. If the Hotel/Retail Structure is not Completed by the date specified in Paragraph 10, subject to Permitted Delays, the City shall convert into cash Three Hundred Thousand Dollars (\$300,000) of the Security Amount deposited by the Hotel/Retail Developer and retain the proceeds thereof as

liquidated damages. In addition, subject to Permitted Delays, if the Hotel/Retail Structure is not Completed within thirty (30) days after the date specified in Paragraph 10, then the Hotel/Retail Developer shall pay to the City Five Hundred (\$500) for each day after such thirty (30) day period that such portion of the Improvements are not so Completed as liquidated damages for such result but for a period not exceeding five (5) years. All such payments shall be liquidated damages for such default to compensate the City for the loss of benefits to the City by reason of such portion of the Improvements not being Completed. Such liquidated damages accruing after thirty (30) days after the date for Completion specified in Paragraph 10 below shall be paid on the last day of each month during which such damages accrue.

(g) In the event that (i) the Hotel/Retail Developer does not obtain satisfactory Evidence of Financing for the purchase and development of the Hotel/Retail Land by the date specified in Paragraph 9(g) below, or, that (ii) the Hotel/Retail Developer shall not have begun construction of the Hotel/Retail Structure by July 1, 1987, then the City shall have the right for a period ending October 1, 1987, (the "Bid Date") to solicit other hotel/retail developers to purchase the Hotel/Retail Land by issuing a request for proposals and requesting responses not later than the Bid Date. All such solicitations and the subsequent sale (hereinafter referred to as the "Resale") shall be subject to the following terms and conditions:

- (i) the Resale and the redevelopment agreement in connection therewith shall be authorized by the City Council and the closing thereof shall be consummated within nine (9) months after the Bid Date;
- (ii) the terms and conditions of the Resale and the subsequent development of the Hotel/Retail Land shall comply with the Planned Development and the Redevelopment Documents as if such other hotel/retail developers were Block 16 Hotel Associates;
- (iii) the City shall accept a bid only from a bidder which in the reasonable, good faith opinion of City is qualified to develop a first class hotel structure; and
- (iv) the City shall accept a bid only for a project which shall be, in the reasonable, good faith opinion of City, a first class facility on par with first class facilities constructed and/or managed by first class hotel operators in the downtown Chicago area.

During the period prior to the Bid Date, the Office Developer shall have the right to solicit, submit and make bids for the Hotel/Retail Land. The amount paid to the Office Developer from such Resale shall not be less than Three Million Dollars (\$3,000,000.00) without the prior written approval of the Office Developer. In any event, the Office Developer shall receive the first Six Million Dollars (\$6,000,000) from the proceeds of the Resale. The remaining proceeds, if any, shall be retained by the City. In the event of Resale in compliance with the terms of the Agreement, the Office Developer and the Hotel/Retail Developers shall execute all documents necessary for such sale as may be reasonably requested by the Commissioner. If after the Bid Date neither the Office Developer nor the City is able to procure another hotel/retail developer as contemplated by this Subparagraph 3(g), then the City and the Office Developer shall consult in good faith and if

a need and justification is shown therefor, the City shall consider amending and modifying the Planned Development and Redevelopment Documents to allow an alternative project. Upon such amendment and modification, the parties shall negotiate in good faith an amendment and modification of the schedules in Paragraph 9 and 10 below and the assessment levels and taxes in Exhibits "J" and "K" attached hereto to reasonably reflect the amended and modified Planned Development and Redevelopment Documents, and the Office Developer shall be free to develop such portion of the Site in accordance with the amended and modified Planned Development and Redevelopment Documents and this Agreement as so amended and modified. In addition, the Office Developer shall have the right to sell the Hotel/Retail Land, vacant, to a third party as a transfer permitted by the City (provided that such transferee is properly disclosed to the City and the provisions of Paragraph 15 below are not violated); any such sale shall be subject to the terms and conditions of the amended and modified Planned Development and Redevelopment Documents and this Agreement as so amended and modified, and the Office Developer shall divide such sale proceeds with the City on the same basis as provided above in this Subparagraph 3(g).

(h) The parties acknowledge that the amount and extent of the damages suffered by the City upon the failure of the Office Developer to close the transaction contemplated by this Agreement or upon either Developer's failure to Complete its portion of the Improvements as provided in this Agreement would be incalculable. Accordingly, to compensate the City for lost tax revenues, lost employment and other losses if Purchaser or a Developer defaults under this Agreement, the parties agree that the Security Amount and the liquidated damages specified in this Paragraph 3 are fair and reasonable compensation to the City for any and all damages it may suffer and that such liquidated damages are not a forfeiture or penalty.

4. Escrow.

At the election of either party by notice given to the other party not less than twenty (20) days prior to the Closing Date, the sale of the Site shall be closed through a Deed and Money Escrow with the Title Company in accordance with the terms of the usual form of Deed and Money Escrow instructions then used by the Title Company with such special provisions as may be required to conform such escrow instructions to the terms and conditions of this Agreement; provided however, such instructions shall provide, among other things, that a policy of title insurance shall issue before the proceeds of the transaction are paid out. The Deed, transfer tax declaration and the Purchase Price shall be deposited in the Escrow on or before the Closing Date and, upon such deposits being made, possession of the Site shall be delivered to the Office Developer or the party it designates. The escrowee's fees for the Escrow shall be divided equally between the City and the Office Developer.

5. Special Improvements.

Certain improvements shall be made as follows:

(a) The Hotel/Retail Developer shall cause to be built and Completed a grade-separated pedestrian bridge to extend westward over and to the center line of Dearborn

Street in a manner and at a time to meet and connect with and join a similar facility constructed eastward from the building on Block 17 in the Project area to the center line of Dearborn Street. This pedestrian bridge shall be built to plans and specifications consistent with the Approved Schematics and the Approved Design Plans referred to in Paragraph 9 below. Such plans and specifications for such pedestrian bridge shall be approved by the City which will coordinate the construction thereof between the Hotel/Retail Developer and the developer of the building on Block 17 referred to. The Hotel/Retail Developer shall provide such plans and specifications and undertake such construction on a schedule reasonably required by the City upon written notice by the City to the Hotel/Retail Developer to begin construction of such bridge; provided however, construction of such bridge shall not be commenced unless and until the structure to be built on the west side of Dearborn Street is complete or will be sufficiently completed so as to permit the entire bridge to be installed and completed. The Hotel/Retail Developer shall join with the developers of the structure being built on Block 17 in the Project area to west of the Site in a reciprocal license for the use and maintenance of such bridge. Such license shall be in form and content reasonably acceptable to the Hotel/Retail Developer. Notwithstanding any other provision of this Agreement, the responsibility of the Hotel/Retail Developer with reference to such bridge shall terminate five (5) years after the date of the Completion Certificate for the Hotel/Retail Structure unless prior to the end of such five (5) year term, construction of the building to which such bridge is to connect in such Block 17 has begun.

(b) For a term of five (5) years from the date of the Completion Certificate for the Hotel/Retail Structure, the Hotel/Retail Developer shall provide a total of two thousand five hundred (2,500) square feet of unfinished retail space for cultural, philanthropic uses or ethnic or minority specialty shops or minority or women business enterprises, or other category of tenancy deserving of special consideration approved by the Commissioner, at rentals that are set according to the ability of the tenant to pay rather than the market value of the space, but not less than eighty percent (80%) of the market rent for comparable space, and set forth in a written commitment to the City in form and content mutually satisfactory to the parties. In the alternative, the Hotel/Retail Developer shall have the right to elect not to provide such space by giving notice to the City on or before the earlier of: (x) the Completion of the Hotel/Retail Structure or (y) December 31, 1989 that the sum of Two Hundred Fifty Thousand Dollars (\$250,000) by cashier's or certified check shall be paid to the City on the delivery of the Completion Certificate for the Hotel/Retail Structure. In the event of such notice and payment, such space shall no longer be required to be devoted to such uses. The requirements of this Subparagraph 5(b) may be assumed by the Office Developer by it giving written notice to the City at any time prior to December 31, 1989.

(c) Each Developer shall cause pedestrian circulation within its respective portion of the Improvements to connect by doors and passages with the facilities described at (a) in this Paragraph 5 and the State Street Mall so that pedestrians may enter or leave any of such facilities or mall and walk through the Improvements to the other such facilities or mall, and Purchaser shall create, subject to the approval of the Commissioner as to form and content a mutual easement and operating agreement for the Improvements establishing rights of access, hours during which access will be permitted, control of pedestrian traffic, security and related matters, all of which shall be subject to reasonable limitations in light of the circumstances.

(d) Each Developer shall cause to be constructed new sidewalks, curbs and gutters adjacent to its respective portion of the Site along all streets adjoining the Site (both upper and lower levels) and to fill vaults all according to plans and specifications approved by the City.

6. Planned Development.

The City approved, applied for and adopted on February 26, 1986 a Planned Development for the Site in accordance with the Zoning Ordinance of the City (the "Planned Development"). Such Planned Development was submitted and requested by the Purchaser.

7. Contributions.

(a) Office Developer shall make contributions to the City as follows:

(i) A cash payment of One Million Eight Hundred Thousand Dollars (\$1,800,000) in partial satisfaction of such contributions shall be made by the Office Developer to the City on or before October 1, 1987 and shall be evidenced by a promissory note guaranteed by Burnett in the forms of Exhibit "C" attached hereto delivered to the City on the Closing Date together with an opinion of counsel acceptable to the Commissioner concerning the due execution and authorization of such note and guaranty and that each is binding and enforceable in accordance with its terms and such certified copies of corporate resolutions as required by the Commissioner. Such sum shall be held by the City as a fund or in a fund to be used to enhance the total environment of the Project.

(ii) Complete the in-kind contributions described in Exhibit "E" attached hereto.

(b) The Purchaser shall have the right to submit to the Commissioner its suggestions and recommendations on the use and expenditure of the cash portion of the contributions described at (a) above. Such suggestions and recommendations shall be given due consideration in good faith by the Commissioner in planning for or making further recommendations to the City on the expenditure of such funds.

8. Barricades and Utilities.

(a) Prior to commencing construction of its portion of the Improvements, each Developer shall install a construction barricade of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Paragraph 8 are removed, the Commissioner shall retain the right to approve: (i) the maintenance and appearance thereof, (ii) the color scheme and painting thereof and (iii) the nature, type, content and design of all signs thereon which shall include appropriate references to the Project and the City's participation in the development of the Site.

(b) Any and all relocation, realignment, replacement, enlargement or other adjustment or repair to any utility within the Site or serving the Site required for or caused by the Improvements shall be provided and paid for by the appropriate Developer.

9. Construction and Approval of Plans and Financing.

(a) Each Developer for its respective portion of the Site and the Improvements shall redevelop the Site for use in accordance with the Redevelopment Documents and shall plan and construct its respective portion of the Improvements thereon: (i) consistent with the uses and guidelines set forth in the Redevelopment Documents and as such are adjusted by the Planned Development, (ii) substantially in accordance with the Purchaser's Proposal dated June 28, 1985, and materials submitted therewith, as amended and as adjusted by the Planned Development, which proposal is more fully described on Exhibit "F" attached hereto (the "Purchaser's Proposal") and (iii) in accordance with the Approved Schematics and Approved Design Plans described below in this Paragraph 9. All Improvements shall be constructed in accordance with the requirements of this Agreement and shall be in conformity with all applicable laws and regulations.

(b) On or before three (3) months after the date hereof, subject to Permitted Delays, the Office Developer shall cause to be delivered to the City schematic drawings for the Office Tower and related portion of the Improvements. These drawings will be subject to the approval of the City and shall be consistent with the Redevelopment Documents and the Purchaser's Proposal as modified by the Planned Development. If the City disapproves such drawings because such drawings are not consistent with the Redevelopment Documents or the Purchaser's Proposal as modified by the Planned Development, within thirty (30) days after notice thereof, the Office Developer shall cause to be submitted to the City revised drawings with all deficiencies corrected. Such drawings as are approved by the City are herein referred to as the "Approved Office Schematics."

(c) On or before six (6) months after the date hereof, the Hotel/Retail Developer shall deliver to the City schematic drawings for its portion of the Hotel/Retail Structure. These drawings will be subject to the approval of the City and shall be consistent with the Redevelopment Documents and the Purchaser's Proposal as modified by the Planned Development. If the City disapproves any such drawings because such are not consistent with the Redevelopment Documents or the Purchaser's Proposal as modified by the Planned Development, within thirty (30) days after notice thereof, the Hotel/Retail Developer shall submit to the City revised drawings with all deficiencies corrected. Such drawings as are approved by the City are herein referred to as the "Approved Schematics" for the Hotel/Retail Structure.

(d) Subject to Permitted Delays, the Office Developer shall cause to be submitted its final design development drawings and specifications ("Design Plans") for the Office Tower and related portion of the Improvements consistent with and based on the Approved Office Schematics to the City for its approval thereof three (3) months from the date of the City's approval of the Approved Office Schematics. If the City disapproves such drawings and specifications because such drawings and specifications are not consistent with the Redevelopment Documents, the Purchaser's Proposal as modified by the Planned Development or the Approved Office Schematics, within thirty (30) days after notice thereof, the Office Developer shall cause to be submitted revisions of such disapproved

Design Plans with all deficiencies corrected. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Office Design Plans."

(e) On or before thirty (30) days prior to the Closing Date, the Office Developer shall deliver to the City as Evidence of Financing, a copy of the then current draft of the commitment or commitments and related documents the Office Developer anticipates entering into with an institutional lender or lenders or other sources of permanent and interim financing of the Development Costs of the Office Tower which lenders are to be satisfactory to the City. In addition, at the same time, the Office Developer shall give to the City a written budget setting forth the projected and anticipated Development Costs of the Office Tower in detail and showing the sources of funds to pay such costs. The commitment or commitments and other financing and budget documentation for the Office Tower referred to in this Paragraph 9 shall be in form and content satisfactory to the City and shall be in the amount of the Development Costs of the Office Tower less the equity described below. The Office Developer shall furnish to the City evidence that it has all "equity" (i.e. the amount of the Development Costs of the Office Tower less the amount of the financing) required to Complete its obligation under this Agreement. Such evidence of the equity shall be in form and content approved by the Commissioner and shall show that such equity is available in form or means acceptable to the City for use in the Office Tower and the applicable portion of the Site.

(f) Subject to Permitted Delays, the Hotel/Retail Developer shall cause to be submitted its final design development drawings and specifications ("Design Plans") for the Hotel/Retail Structure and related portion of the Improvements consistent with and based on the Approved Hotel/Retail Schematics to the City for its approval thereof six (6) months from the date of the City's approval of the Approved Hotel/Retail Schematics. If the City disapproves such drawings and specifications because such drawings and specifications are not consistent with the Redevelopment Documents, the Purchaser's Proposal as modified by the Planned Development or the Approved Hotel/Retail Schematics, within thirty (30) days after notice thereof, the Hotel/Retail Developer shall cause to be submitted revisions of such disapproved Design Plans with all deficiencies corrected. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Hotel/Retail Design Plans."

(g) Subject to Permitted Delays, on or before June 1, 1987, Hotel/Retail Developer shall deliver to the City as Evidence of Financing a copy of the then current draft of the commitment or commitments and related documents Hotel/Retail Developer anticipates entering into with an institutional lender or lenders or other sources of permanent and interim financing of the Development Costs for the Hotel/Retail Structure and related portion of the Improvements which lenders are to be satisfactory to the City. In addition, at the same time, Hotel/Retail Developer shall give to the City a written budget setting forth the projected and anticipated Development Costs for the Hotel/Retail Structure and related portion of the Improvements in detail and showing the sources of funds to pay such costs. Hotel/Retail Developer shall furnish to the City evidence that it has all "equity" (i.e. the amount of the Development Costs for the Hotel/Retail Structure and related portion of the Improvements less the amount of the financing) required to Complete its obligation concerning the Hotel/Retail Structure and related portion of the Improvements under

this Agreement. Such evidence of the equity shall be in form and content approved by the Commissioner and shall show that such equity is available in form or means acceptable to the City for use in the Site and the Hotel/Retail Structure and applicable portion of the Site.

(h) The commitment or commitments and other financing and budget documentation referred to in this Paragraph 9 shall be in form and content satisfactory to the City and shall be in the amount of the Development Costs less the equity described below. As used in this Agreement, the term "Evidence of Financing" refers to such lender's commitments and financing documents, the budget and evidence of the availability of equity. In evaluating the Evidence of Financing for the "equity," the Commissioner shall take into account and consider, in good faith, any statements or other indications from the each Developer's lender that such lender is satisfied with the "equity" of such Developer. Any binding agreements for the financing of the Development Costs shall be substantially in accordance with the Evidence of Financing and true copies of all such agreements shall be given to the City by each Developer as such are entered into.

(i) Any drawings, plans or specifications, required to be submitted to the City for its approval pursuant to this Paragraph 9 shall be approved or disapproved by the City within thirty (30) days of the receipt thereof by the City. If the City disapproves any such drawings, plans or specifications, it shall state its reasons in a written statement delivered to the appropriate Developer. Failure to give such written disapproval within the periods specified above in this Subparagraph shall be deemed approval by the City. In the event the City approves any such plans and specifications, upon written request of the appropriate Developer, the City shall provide confirmation thereof.

(j) Any approvals made by the City of the schematic drawings or the Design Plans are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the City pursuant to this Agreement constitute approval of the quality or the safety of the Improvements.

10. Schedule of Construction.

Each Developer covenants and agrees, subject to Permitted Delays, that it shall promptly begin and diligently complete the construction of its portion of the Improvements within the periods specified below in this Paragraph 10. The time of commencement and Completion of the construction of the Improvements and the schedule for construction of various portions of the Improvements shall be as follows:

(a) Construction of the Office Tower shall commence no later than December 31, 1986.

(b) Construction of the Hotel/Retail Structure shall commence no later than July 1, 1987.

(c) The Office Tower shall be Complete not later than June 30, 1989.

(d) The Hotel/Retail Structure shall be Complete not later than December 31, 1989.

11. Completion Certificates.

At completion of the construction of the (i) Hotel/Retail structure or (ii) the Office Tower and the applicable other Improvements relating to the respective buildings in accordance with this Agreement, after compliance with the applicable provision, if any, of Paragraphs 5 and 7 above, upon the written request of a Developer the City shall furnish the requesting party with an appropriate instrument certifying that the appropriate portion of the Improvements has been Completed and the other obligations of that Developer to be performed on or prior to such certification are satisfied ("Completion Certificate"). Each Completion Certificate by the City shall be the conclusive determination that the appropriate Developer has satisfied the requirements in this Agreement with respect to the obligations of such Developer to construct the applicable portion of the Improvements and to perform that Developer's other obligations under this Agreement to be performed prior to such certification. Such certificate shall not affect any obligation of the appropriate Developer to be performed after the date thereof such as (by way of illustration and not limitation) the Plan referred to in Paragraph 16 below or the performance of any agreement or commitment with or to the City concerning any in-kind contributions referred to in Paragraph 7 above. The Completion Certificates shall be in recordable form. If the City shall refuse or fail to provide a Completion Certificate, the City shall, within thirty (30) days after written request by a Developer provide that Developer with a written statement indicating how it has failed to Complete the construction of such portion of the Improvements or otherwise comply with this Agreement. Any certification made by the City pursuant to this Agreement or the Deed with respect to the Improvements shall be for the sole purpose of confirming that the appropriate Developer has complied with this Agreement and shall not be deemed an approval of the quality or safety of the Improvements or that the applicable Developer has complied with any applicable law or ordinance.

12. Assignability and Transfer.

Until the City issues the applicable Completion Certificate, neither Purchaser, Developers nor any of its or their members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its interest in the Purchaser or a Developer nor assign, lease (except for leases made in the ordinary course of business other than to persons described in Paragraph 15 below disclosed to the City), transfer or convey any right, title or interest in the Site or Improvements, nor any of its rights, duties or obligations under this Agreement, (such proposed assignments, leases and conveyances are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the City being first obtained; it being understood that issuance of a Completion Certificate for a portion of the Site shall terminate the restrictions of this Paragraph 12 with respect to the Site and the Improvements covered by such Certificate and the Developer thereof. Proposed Transfers also include, but are not limited to, admitting additional partners, permitting shares of stock to be issued to additional shareholders, creating new beneficiaries or permitting other persons to obtain an interest in the Purchaser, the Developers or its or their members; provided however, so long as an assignee, lessee, grantee, or transferee under a Proposed Transfer, is an Investor in addition to a Developer its or their members,

partners, shareholders and principals, identified on Exhibit "G" attached hereto and shall not be in the active management and direct control of the construction and development of the applicable portion of the Improvements, the City may withhold consent to any such Proposed Transfer only if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 15 below from having an interest in Purchaser or the Developers, the Site or the Improvements or this Agreement, but shall not otherwise withhold consent. If the assignee, lessee, grantee, or transferee under a Proposed Transfer is not an Investor but is in addition to a Developer, its or their members, partners, shareholders and principals identified on Exhibit "G" attached hereto, the City may withhold its consent only if (i) the assignee, lessee, grantee or transferee is a person precluded by Paragraph 15 below from having an interest in Purchaser or the Developer's Site, the Improvements or this Agreement, or (ii) such withheld consent is reasonable as required by Subparagraph 21 (c) below. In the event that after a Proposed Transfer is consummated, none of a Developer's principals identified on Exhibit "G" attached hereto are in active management and direct control of the construction and development of the applicable portion of the Improvements or if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 15 below from having an interest in a Developer, the Site, the Improvements or this Agreement, the City may withhold its consent to such Proposed Transfer in its sole discretion. The City shall grant its consent or, in writing, specify the reasons for withholding its consent to any Proposed Transfer within seven (7) days after receipt of documents disclosing the names of the parties interested, directly and indirectly, in such Proposed Transfer and copies of the proposed instruments of assignment, lease, transfer, conveyance, admitting additional partners or issuing shares of stock to new shareholders. Such documents disclosing such names shall be in accordance with and on forms meeting the requirements of the City. If the City fails to respond to any request for such consent within such seven (7) day period, such failure to respond shall be deemed a consent to the proposed assignment, lease, transfer, conveyance, additional partner or an additional shareholder. In the event the City fails to respond, upon written request of a Developer the City will give such Developer written acknowledgement that the City received such a request for a consent and failed to respond thereto. As used herein, the term "active management and direct control" means that the individual or entity is actively involved in the affairs of the applicable Developer, partakes in making substantial decisions and is involved in the over-all supervision of the enterprise; it does not require day-to-day participation in these activities; provided however, an Investor shall not be deemed to be in "active management and direct control" so long as the Principals identified on Exhibit "G" attached hereto are in direct or indirect management of the affairs of the applicable Developer. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Purchaser or the Developer of its or their obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Site, the Improvements, the Purchaser, a Developer or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the Site or Improvements), shall hold such interest subject to the terms and provisions of this Agreement. Notwithstanding the provisions of this Paragraph 12, a Developer may: (a) mortgage the applicable portion of the Site and the Improvements as provided by Paragraph 13 below and a conveyance through foreclosure or through a deed-in-lieu of foreclosure to a party disclosed to the City not violating the provisions of Paragraph 15 below shall not be deemed a transfer under this Paragraph 12 and (b) Investors and partners of Purchaser or a Developer disclosed to the City may make transfers among themselves or to entities disclosed to the City which they control or are

controlled by. The City consents to the conveyance of the Hotel/Retail Land to the Hotel/Retail Developer. Further, in the event of the death or incapacity of any of the individual members, partners, beneficiaries or shareholders of the Purchaser or a Developer, any transfers caused by reason thereof shall be consented to by the Commissioner unless the recipient shall be in violation of Paragraph 15 below, in which event, such recipient shall have a reasonable time to sell or transfer his or her interest or otherwise cure the conflict, and upon such transfer or cure, the parties shall not be in default under this Agreement. As used in this Agreement, ("Investor") shall mean a limited partner, shareholder, joint venture partner and any other equity investor, regardless of the form of the ownership interest of such individual or entity.

13. Limitation Upon Mortgages.

Prior to the City giving a Completion Certificate for the applicable portion of the Site and/or the Improvements:

(a) Purchaser shall not engage in any financing or any other transaction creating any mortgage, other encumbrance (such as, but not limited to, a "sale and leaseback") or lien upon or security interest in the Site or the Improvements or upon any property or right included or paid as a Development Cost, or any part thereof, except for the purpose of obtaining funds in an amount not greater than the amount anticipated to be expended for the Development Costs.

(b) No funds disbursed under any such mortgage, other encumbrance, lien or security interest (a "Mortgage") shall be used for any purpose other than Development Costs.

14. Rights/Obligations of Mortgagees.

(a) Notwithstanding any of the provisions of this Agreement, the holder of any mortgage permitted by Paragraph 13 [including any holder or its nominee who obtains title to a portion of Site or any part thereof as a result of foreclosure proceedings, or deed or other act in lieu thereof, but not including (i) any other party who thereafter obtains title to such portion of the Site or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage or its nominee itself] shall not be personally obligated by the provisions of this Agreement to construct or Complete the construction of the applicable portion of the Improvements [including, but not limited to, the bridge referred to in Subparagraph 5(a) above] or to guarantee such construction or Completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder or its nominee. The period of time taken by such holder to acquire such title shall be considered as a Permitted Delay and the requirements of this Agreement shall be delayed accordingly. Except as expressly provided in the preceding sentence, nothing in this Paragraph or any other provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote such portion of the Site or any part thereof to any use or occupancy or to construct any improvements thereon, other than the use, occupancy, construction or Improvements provided or permitted in the Redevelopment Documents, Planned Development and this Agreement nor constitute a Permitted Delay or extension of any time limit provided in this Agreement.

(b) Whenever the City shall deliver a notice or demand with respect to any breach or default by Purchaser or a Developer of its or their obligations or covenants hereunder, the City shall at the same time forward a copy of such notice or demand to any Mortgagee whose address has been given in writing to the City.

(c) After such default referred to in Paragraph 14(b) above, each Mortgagee shall (insofar as the City is concerned) have the right, at the Mortgagee's option, to remedy such default (to the extent that it relates to that part of the Site covered by the Mortgage of such Mortgagee) and to add the cost thereof to the Mortgage; provided nothing herein or in Paragraph 14(d) below shall permit the Mortgagee without the prior written consent of the City to continue any construction in violation of any provision hereof beyond the extent necessary to conserve or protect Improvements already made.

(d) It is understood and agreed that the Mortgagee shall have the option to complete the Improvements covered by its Mortgage in the event of a default under its Mortgage. The prohibition stated in Paragraph 12 above shall not apply to or preclude a Mortgagee (or such Mortgagee's successor or assigns) from acquiring title to that portion of the Site and Improvements covered by its Mortgage or subsequently effecting any sale or conveyance thereof without the City's prior consent provided that the requirements of Paragraph 15 below are not violated.

(e) The term "Mortgagee" as used in this Agreement shall mean and include (i) the holder of any construction or permanent mortgage, deed of trust, trust deed or any such other instrument of indebtedness constituting a Mortgage or other consensual lien on the Site, any portion thereof, the Improvements or any portion thereof including legal or beneficial interests held by way of collateral assignment or (ii) any purchaser of an equity interest in the Purchaser or a Developer (or a partnership to which the Purchaser or a Developer conveys its interest in the Site, any portion thereof, the applicable Improvements or any portion thereof) for the purpose of financing the applicable Development Costs and such holder's or purchaser's representatives, successors and assigns. Subject to the limitations set forth in Paragraph 13 above, a permitted transfer shall include any conveyance, transfer or assignment to a Mortgagee, including, without limitation, a "sale and leaseback" and any instrument or indebtedness constituting a Mortgage or other consensual lien on the Site, or any portion thereof, the Improvements or any portion thereof including legal or beneficial interests held by way of collateral assignment and any transfer permitted in Paragraph 14(d) above.

15. Conflict of Interest/City's Liability.

Prior to the City's issuing a Completion Certificate, no member of the Commission or other City board, commission or agency, official, or employee of the City sitting on a board or agency voting on or responsible for this Agreement shall have any personal interest, direct or indirect, in this Agreement, the Site, the Improvements, the Purchaser a Developer or Affiliates of Purchaser or a Developer; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity in which he or she is directly or indirectly interested. No member of the Commission or other City board, commission or agency, official or employee of the City shall be personally liable to Purchaser, a Developer or an Affiliate of Purchaser or a Developer or any successor in interest, to perform any

commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

16. Equal Opportunity/Linked Development.

(a) Each Developer agrees to comply with the affirmative action/equal opportunity/minority business plan, the terms of which are set forth in Exhibit "H" attached hereto; and

(b) Each Developer Agrees to comply with Federal and State of Illinois Equal Employment and Affirmative Action statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and regulations promulgated pursuant thereto; and

(c) The Office Developer agrees to participate in and contribute to the development of local projects in areas of the City of Chicago other than the Central Business District in accordance with the plan attached hereto as Exhibit "I".

17. Covenants for the Site.

The Purchaser and its successors and assigns shall from the date of this Agreement and for a period of 40 years from the recording of the Deed with reference to the Site do as follows:

(a) devote such portion of the Site and the Improvements thereon only to the uses set forth in the Land Use Plan on page 19 of the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984; Revised April, 1984); and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use of occupancy of such Improvements or any part thereof.

18. Covenants: Binding upon Successors in Interest.

It is intended and agreed, and the Deed shall so expressly provide, that the covenants and agreements provided in Paragraphs 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 25, and 26 shall be covenants running with those portions of the land to which they expressly apply in accordance with this Agreement and shall bind to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns. Upon issuance of a Completion Certificate, the only obligations and provisions that shall survive with reference to that portion of the Site and/or the Improvements covered by such certificate shall be only those matters which the City is entitled to reserve under this Agreement set forth in such Certificate and the obligation concerning retail space set forth in Paragraph 5(b) above, the covenants provided for in Paragraph 17 above and the Plan referred to in Subparagraph 16(a) above for the period set forth in such plan.

19. Termination for Default.

(a) Prior to the Closing Date, the party not in default shall have the right to *terminate this Agreement with respect to its obligations under this Agreement owed to the defaulting party* by notice to the defaulting party if the defaulting party shall have defaulted in any material respect in its covenants, agreements and obligations under this Agreement. Such notice shall specify the default and give the party in default at least thirty (30) days to cure the default. In the event the City is the party in default and fails to cure such default and the purchase and sale of the Site contemplated by this Agreement has not closed, the Purchaser or the Office Developer shall have the right to terminate this Agreement in which event the Purchase Note and Guaranty shall be returned to the Office Developer or as it directs or the Purchaser or the Office Developer may pursue specific performance. In the event the City is the party in default and fails to cure such default and the purchase and sale of the Site contemplated by this Agreement has closed and the Deed thereto has been delivered, the Purchaser or a Developer's sole and exclusive remedy shall be an action for specific performance, injunction or declaratory judgment or remedies in law or equity other than damages. In the event a Developer is the party in default and fails to cure its default and the purchase and sale of the Site contemplated by this Agreement has not closed, the City's sole and exclusive remedies shall be the City's applicable rights specified in Paragraph 3 above and the termination of the City's obligations as provided above in this Paragraph 19. In the event a Developer is the party in default and fails to cure such default and the purchase and sale of the Site has closed and the Deed has been delivered, the City's rights under Paragraph 3 above does not limit or diminish the City's right to specific performance, injunction, declaratory judgment or remedies in law or equity other than damages. The remedies available to the parties shall be limited to those provided in this Agreement.

(b) Notwithstanding any provisions of this Paragraph 19, but subject to the provisions of Paragraph 21(j), if any default is of a nature that it cannot be cured within thirty (30) days of the notice of such default and if the defaulting party begins to cure such default within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary to cure such default so long as the defaulting party diligently proceeds therewith. As used in this Agreement, the term "in default," when the party in default is the Purchaser or a Developer shall mean that: (i) the Purchaser or the appropriate Developer has failed to pay, observe or perform any one of the terms, covenants or conditions or obligations required of such party under this Agreement and the period of notice referred to above in this Paragraph 19 shall have expired without such failure being cured, (ii) the Purchaser or the appropriate Developer is in default under a mortgage or any security agreement being a lien or encumbrance on the Site or a portion thereof, (iii) the Purchaser or the appropriate Developer has filed a bankruptcy Petition or other action seeking its reorganization, arrangement, composition, readjustment, liquidation, or dissolution, (iv) the Purchaser or the appropriate Developer has filed for any other relief of the same or different kind under any provision of any Federal Bankruptcy law or state statute for the benefit of debtors or if such is filed against the Purchaser or the appropriate Developer such is not dismissed within sixty (60) days of such filing, (v) the Purchaser or the appropriate Developer has filed, admitted or been adjudicated a bankrupt or insolvent, (vi) the Purchaser or the appropriate Developer has made or given an assignment for the benefit of creditors, whatever the form of such assignment, be it by deed, mortgage, trust deed, assignment or otherwise, (vii) a receiver, trustee guardian, conservator, or liquidator has been appointed for or employed by the Purchaser or the appropriate Developer with respect to all, or substantially all, of its property or assets or (viii) the Purchaser or the

appropriate Developer has abandoned its portion of the Site or the redevelopment project or applicable part thereof contemplated by this Agreement. Notwithstanding the provisions of this Subparagraph 19(b), neither the Purchaser nor a Developer shall be "in default" under this Agreement by reason of a default of a Developer or the other Developer or otherwise be responsible for the defaults of another party.

20. Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City:

Commissioner, Department of Planning
Room 1000
City Hall
Chicago, Illinois 60602

with a copy to:

Corporation Counsel
City of Chicago
City Hall
Chicago, Illinois 60602

If to the Purchaser:

c/o Leo Burnett Company, Inc.
10th Floor
Prudential Plaza
Chicago, Illinois 60601
Attention: Michael E. Breslin

with a copy to:

Mr. John A. Buck
The John Buck Company
200 S. Wacker Drive
Chicago, Illinois 60603

with a copy to:

Mr. Gerald J. Sherman
Suite 8000
Sears Tower
Chicago, Illinois 60606

with a copy of
notice to Purchaser:

Mr. Ira Kipnis
Suite 600
400 E. Randolph Street
Chicago, Illinois 60601

If to Hotel/Retail

Developer to:

Block 16 Hotel Associates
Suite 600
40 E. Randolph Street
Chicago, Illinois 60601

with a copy to:

Mr. Ira Kipnis at the address
above.

Any notice shall be deemed delivered three days after the mailing thereof. Either party may at any time change the addresses for notices to such party by mailing a notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

21. Additional Covenants.

In addition, the parties agree as follows:

(a) Transfer Taxes. The transaction is exempt from the real estate transfer taxes of the City of Chicago, County of Cook and the State of Illinois.

(b) Right of Entry. As soon as practicable and to the extent the City may legally do so, the City will give to Purchaser and the Developers the right to enter upon the Site for the purpose of making soil tests and other feasibility and engineering studies and to do preliminary site preparation, excavation and demolition work. Before any such entry, Purchaser or the appropriate Developer shall furnish to the City appropriate indemnities and hold harmless agreements, insurance policies, bonds or other security from and against all costs, claims and expenses incurred as a result of or arising out of any such entry. All such agreements, insurance policies, bonds and security shall be in form content and amount and from parties satisfactory to the Commissioner.

(c) Approvals. The City (and the Commissioner acting for the City) and the Purchaser shall not unreasonably withhold any consent, satisfaction or approval requested by the other party pursuant to the terms of this Agreement, or the Deed and that any such consent, satisfaction or approval shall not be unreasonably delayed or qualified, and if such consent, satisfaction or approval is denied, the reasons therefor shall be promptly specified in writing. The Commissioner or other person designated by the Mayor shall act for the City in making all approvals, consents, granting the Certificate of Completion, accepting in-kind contributions referred to in Paragraph 7 above or otherwise administering this Agreement for the City.

(d) Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the closing, or earlier termination of this Agreement, shall survive such closing or termination.

(e) No Third Party Beneficiaries. The approvals given by the City pursuant to this Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Purchaser and the appropriate Developer, the mortgagee or other lien holder

permitted by Paragraph 13 above, and their successors in title to the Site or portions thereof and no other person or party may claim the benefit of such approval or certificate or any of the provisions hereof.

(f) No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in anyway. It is the intent of this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

(g) Incorporates All Agreements. This Agreement and the Purchaser's Proposal, which is incorporated in this Agreement by this reference, incorporate all agreements and understandings of the parties concerning the Site. Each party acknowledges that no representations or warranties have been made which are not specified as such and expressly set forth in this Agreement or in the Purchaser's Proposal as modified by the Planned Development and this Agreement. Purchaser and the Developers acknowledge that each has inspected the Site and the adjoining public right of way and that, except as expressly set forth in this Agreement, each is not relying on any representation or undertakings from the City or anyone claiming to represent the City.

(h) Limitation of Purchaser's Liability. Except for fraud or intentional, material misrepresentation, the liability of Purchaser and each Developer hereunder (and under any other instrument except for the guarantees executed by Burnett or a Developer in connection with the transactions contemplated herein and delivered to the City) is limited solely to the assets and property of Purchaser or the Developer. Except for fraud or intentional, material misrepresentation which shall be the personal liability of the party making same, no partner or limited partner of Purchaser or a Developer or any such partner's or limited partner's separate property, shall be personally liable for any claim arising out of or related to this Agreement or any transactions contemplated herein. A deficit capital account of a partner or limited partner of Purchaser or a Developer or the obligations of any partner of Purchaser owed to Purchaser or a Developer shall not be deemed to be an asset or property of Purchaser or a Developer.

(i) Time is of the Essence. Time is of the essence of this Agreement.

(j) Effect of Permitted Delays. In the event a party suffers a Permitted Delay the party asserting such delay shall give written notice thereof to the appropriate other party within twenty (20) days of the commencement of such delay. Unless such notice is given, the claim for any such delay shall be deemed waived, but such waiver shall be only for the term preceding the notice. In case of a continuing Permitted Delay, only one such notice is required. Upon giving notice in accordance with this paragraph, the party suffering a Permitted Delay may postpone that party's obligations under this Agreement for a period equal to the duration of the Permitted Delay.

(k) Outside Closing Date. Notwithstanding the provisions of Paragraph 2 or 21(j) above, if the Closing Date does not take place before December 31, 1986 for any reason other than the fault of Purchaser, Purchaser may terminate its obligations under this Agreement at any time thereafter, provided Purchaser terminates its obligations prior to the date upon which the City notifies Purchaser that it is ready to close. In the event of a termination as provided by this Subparagraph 21(h), the Purchase Note and Guaranty shall be promptly returned to the Office Developer.

(l) No Limitation on the Police Power. No provision, covenant or term of this Agreement shall limit or reduce the right or power of the City to exercise its police power or enforce its building codes and other ordinances.

(m) The staff of the City's Department of Planning will cooperate with the Purchaser in facilitating and coordinating the City's issuing building Permits following regular procedures in those instances where the Purchaser has provided plans and specifications in conformance with applicable ordinances, codes, regulations and practices of the City, so that such permits will be expeditiously processed and issued; such cooperation may include, but is not limited to, the appointment of a member of such staff to monitor the processing of such permits.

22. Tax Increment Financing.

(a) The City, the Purchaser and Developers agree:

- (i) that for the purposes of this Agreement the total minimum assessed value ("Minimum Assessed Value") of the respective portions of the Site and the Improvements are shown on Exhibit "J" attached hereto for the several years as noted on that exhibit, and
- (ii) that the real estate taxes derived from the respective portions of the Site and the Improvements arising from all tax rates of the various taxing districts are estimated to be shown in Exhibit "K" attached hereto;

(b) With reference to the assessment of the Site and the Improvements or any part thereof, neither the Purchaser nor either Developer shall for any year that the North Loop Tax Increment, Redevelopment Area Plan and Project (dated January, 1984; revised April, 1984) is in effect apply for, seek, or authorize any exemption [as such term is used and defined in the Ill. Const., Art IX, Section 6 (1970).]

(c) Neither Purchaser nor either Developer shall for any year referred to in Exhibit "J" attached hereto directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit "J" attached hereto except in the following circumstances:

Assessments, tax rates of all taxing districts or equalization factors, or combination thereof in effect for the years set forth in Exhibit "J" attached hereto would produce real estate taxes for the applicable portion of the Site for any year in excess of taxes set forth in Exhibit "K" attached hereto;

In the event that the Purchaser or either Developer seeks to lower assessed values because of conditions set forth in this Subparagraph 22(c), the Purchaser or the appropriate Developer shall first give 10 days prior written notice to the City of its proposed application for the reduction.

(d) Neither the Purchaser nor either Developer shall object for any year referred to in Exhibit "J" attached hereto or for any year that the North Loop Tax Increment Redevelopment Area Plan and Project (dated January, 1984; revised April, 1984) is in effect object to or in any way seek to prevent, on procedural or any other grounds, the filing of any under-assessment complaint with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer; provided, however, either the Purchaser or either Developer may contest that part of any such under-assessments complaint seeking to raise the applicable assessment above those set forth in Exhibit "J" attached hereto in any year thereafter while the Redevelopment Plan mentioned above in this Paragraph 22(d) is in effect (or any lower assessment that may be derived pursuant to Subparagraph 22(c) above) on substantive grounds.

(e) Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the entire Project or applicable generally to property in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Purchaser or either Developer shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

(f) The foregoing covenants in Subparagraphs 22(b), 22(c), 22(d) and 22(e) above shall be construed and interpreted as an express agreement by the Purchaser and the Developers with the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and Improvements. This Agreement and the Exhibits attached hereto may be used by the City, in the City's discretion, as admission against the Purchaser's and the Developer's interest in any proceeding; provided, however, such admission shall not be deemed as an admission or a presumption that assessments or tax levies in excess of those specified on Exhibits "J" and "K" attached hereto for the years set forth on such exhibits are valid, legal or not subject to lawful adjustment.

(g) Failure to comply with the provisions of this Paragraph 22 or with Paragraphs 23 through 26 with respect to one portion of the Site and/or the Improvements shall constitute a default under this Agreement only with respect to that portion for which there is no compliance, and the remaining portions of the Site and/or the Improvements shall not be affected thereby.

(h) Except as otherwise expressly set forth in this Paragraph 22, the Purchaser and the appropriate Developer shall have the same rights offered to the taxpayers and owners of real property with regard to challenging real estate taxes.

23. City's Option to Pay Mortgage Debt or Purchase Property.

In any case, where, subsequent to default by the Purchaser or a Developer under this Agreement, the holder of any mortgage, trust deed or other similar instrument creating a security interest lien on the Site or the Improvements or a part thereof

- (i) has under its mortgage, trust deed or other similar instrument, but does not exercise the option to construct or complete the Improvements relating to the Improvement or part thereof covered by its mortgage, trust deed or other similar instrument and such failure continues for a period of one hundred eighty (180) days after the holder has been given written notice of such default by the City; or
- (ii) undertakes the completion of the Improvements but does not Complete such construction within a twelve (12) month period following the date for such Completion (postponed for Permitted Delays and delays arising from foreclosures or such holder's obtaining title or possession of the applicable portion of the Site or the Improvements) provided in this Agreement and such default shall not have been cured within one hundred twenty (120) days after written notice thereof to such holder from the City so to do,

the City shall (and every mortgage, trust deed or similar other instrument made prior to completion of the Improvements or any part thereof shall expressly so provide) have the option exercisable by written notice within ninety (90) days after the expiration of the applicable period specified above of paying, on or before sixty (60) days after the date of such notice, to the holder of such mortgage or other instrument the full amount secured thereby and obtaining an assignment of the mortgage, trust deed or other similar instrument and the debt secured thereby, or, in the event ownership of the Site or Improvements (or part thereof) has vested in such holder by way of foreclosure or action or deed in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Site or Improvements or part thereof (as the case may be) upon payments to such holder of the amount secured by such mortgage, trust deed or other similar instrument together with costs and interest at market rates if such mortgage, trust deed or other similar instrument has been foreclosed and interest under the mortgage, trust deed or other similar instruments has stopped accruing.

24. City's Option to Cure Mortgage Default.

In the event of a default by the Developer under any mortgage, trust deed or other similar instrument creating an encumbrance or lien upon the Site or the Improvements or a part thereof, the City may at its option, exercise by written notice within thirty (30) days after the holder of such mortgage has given written notice of default, cure such default by entering the applicable portion of the Site and performing the necessary construction work or paying the sum then due in either case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law or otherwise, to reimbursement from the defaulting Developer of all costs and expenses incurred by the City in curing such default and shall have a lien upon the applicable portion of the Site or the Improvements for such reimbursement subrogated to the rights of the holder of any such mortgage, trust deed or other security instrument vis-a-vie the claims of the third party creditors; provided, that any such lien of

the City shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made) the then existing mortgages on the Site or Improvements authorized by this Agreement.

25. Payment of Taxes.

(a) During the term of any "construction" or "interim" loan secured by a mortgage or other lien permitted by Paragraph 13 above, the Purchaser or the appropriate Developer (i) shall arrange with the holder of such mortgage or other lien to have available out of the undisbursed loan proceeds a sum sufficient to pay the amount of taxes described in Exhibit "K" attached hereto accruing during such term and (ii) provide to the City such mortgagee's or lien holder's written commitment, in form and content satisfactory to the Commissioner, to use such sum for the payment of the taxes indicated in Paragraph 22(a).

(b) From the end of the term of any mortgage or other lien referred to above in Subparagraph (a) through the end of the fifteenth (15th) calendar year after Completion of the applicable portion of the Improvements, cash deposits shall be made on a monthly basis and maintained for payment of taxes on the applicable portion of the Site with such Mortgagee (if such Mortgagee has expressly agreed with the City to disburse such deposit only for the payment of real estate taxes) in an amount sufficient to pay the applicable taxes for the years shown in Exhibit "K" attached hereto.

(c) In the event of a default in the payment of taxes for a portion of the Site or the Improvements for any year shown in Exhibit "K" attached hereto, or there is no reserve for taxes as referred to in Subparagraph (a) above or the Mortgagee does not have a deposit for taxes or has not committed to use such for payment of taxes as referred to in Subparagraph (b) above, the appropriate Developer shall deposit with the City, on a monthly basis, from year to year, the amount of the taxes required by Exhibit "K" attached hereto due for such year on or before the payment date for such taxes.

26. Performance Bonds/Insurance.

(a) The Purchaser or the appropriate Developer shall require in all construction contracts with general contractors for the Improvements that such contractors or their subcontractors be bonded for their performance and payment by sureties having a AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee.

(b) When a portion of the Improvements are sufficiently complete so that they are insurable, at the request of the City and if available, the Purchaser or the appropriate Developer shall provide to the City an insurance policy or shall name the City as an additional insured under an insurance policy providing to the City a form of business interruption insurance or equivalent form giving coverage to the City against the risk that such portion of the Improvements are damaged or destroyed and as a result the tax assessments and tax payments set forth in Exhibits "J" and "K" attached hereto are reduced. Such coverage shall be provided to the City through the last year shown on such exhibits as such year maybe extended by the provisions of such exhibits, shall be provided to the City on a periodic basis and renewed from time to time to prevent loss of coverages and), shall be in amount, shall be written by insurance companies, shall be reinsured and

shall be in form and content all acceptable to the Commissioner. The City shall pay directly to the insurer all premiums required of the Purchaser or a Developer for the aforementioned coverage.

In Witness Whereof, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

[Signature forms omitted for printing purposes.]

Exhibit "A"

Legal Description.

A tract of land consisting of all Lots and all streets and alleys within Block 16 of Original Town of Chicago in the East part of the SE 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian.

Bounded as follows: Beginning at the convergence of the North Line of Lake Street and East Line of Dearborn Street; thence North along the East Line of Dearborn Street to the South Line of Wacker Drive; thence East along such South Line to the West Line of State Street; thence South along such West Line to the North Line of Lake Street; thence West along the such North Line to the place of beginning; together with all rights and appurtenances pertaining thereto, including the rights of an owner thereof to abutting public streets and alleys.

Exhibit "B"

Quit Claim Deed.

This Deed made as of the ___ day of _____, 19__.

Pursuant to the Commercial District Development Commission Ordinance (Chapter 15.1 of the Grantor's Municipal Code) and Grantor's powers as a home rule unit under provisions of the Constitution of Illinois of 1970, the City of Chicago (the "City"), a municipal corporation of Illinois, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, conveys and quit claims to Block 16 Office Partners, an Illinois Partnership, the real estate described on Exhibit "A" attached hereto (the "Site" [Exhibit "A" will be equivalent to Exhibit "A" attached to the Agreement]).

Subject to the reservations, covenants and conditions herein contained.

Subject to those matters set forth in Exhibit "B" attached hereto [Exhibit "B" will be a recitation of the Permitted Encumbrances described in the Agreement].

This Deed is given pursuant to the terms and provisions of that certain Redevelopment Agreement and Contract for the Sale of Land, North Loop, Block 16, dated as of _____, 1986, by and between the City and Buck-Wexler Associates (the "Agreement"), the terms and provisions of which Agreement are incorporated in this Deed by this reference;

provided, however, it is understood and agreed that nothing contained in the Agreement or this Deed is intended to or shall have the effect of creating or reserving in the City, as grantor, any right of reentry, forfeiture, reverter or reversion of title. Execution of the Agreement was authorized by Ordinance of the City adopted on _____, 1986 and printed on page ____ of the Journal of Proceedings of the City Council for that date.

In Witness Whereof, the City has executed, all as of the date first written above.

[Signature forms omitted for printing purposes.]

State of Illinois)
) SS.
County of Cook)

Acknowledgement for the City of Chicago

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the Mayor of the City of Chicago, and _____ personally known to me to be the Clerk of that city, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and such Clerk, they signed and delivered the above instrument and caused the seal of such city to be affixed thereto, pursuant to authority given by the City Council of that city as their free and voluntary act, and as the free and voluntary act and deed of such city for the uses and purposes therein set forth.

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

Commission expires

_____ 19____

Notary Public

Exhibit "C"

Note.

\$1,800,000

_____, 19____

For Value Received, We promise to pay to the order of City of Chicago the principal sum of One Million Eight Hundred Thousand Dollars (\$1,800,000) on October 1, 1987; the unpaid balance hereunder shall be without interest. Payments hereunder are payable in lawful money of the United States of America, at the offices of the Commissioner of the

Department of Planning of the City or such other place as the legal holder hereof may from time to time in writing appoint.

Anything hereinbefore contained to the contrary notwithstanding, after maturity of any payment hereunder, interest on the entire unpaid balance hereof shall accrue at a rate of three (3%) per annum over the prime rate, from time to time, at the First National Bank of Chicago (the "prime rate" being the rate of interest such Bank charges its most creditworthy business borrowers).

The liability of the maker hereof is limited solely to the assets and property of the maker. No partner of the maker hereof, or any such partner's separate property, shall be personally liable for any claim arising out of or related to this note or any transactions contemplated herein. A deficit capital account of a partner of the maker shall not be deemed to be an asset or property of the maker.

[Signature forms omitted for printing purposes.]

Guaranty

The undersigned (the "Guarantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable considerations receipt of which is hereby acknowledged and to induce the City of Chicago (the "City"), Room 1000, City Hall, City of Chicago, Illinois 60602, (Attention: Commissioner of the Department of Planning) to enter into that certain Redevelopment Agreement and Contract for the Sale of Land, North Loop Block 16, (the "Agreement") by and between the City and Buck-Wexler Associates, an Illinois Partnership, Purchaser, dated as of _____, 1986 and to consummate the Agreement and deliver the deed thereby required, does hereby guaranty to the City the payment in full when due of that certain promissary note (the "Note") of even date herewith in the principal amount of One Million Eight Hundred Thousand Dollars (\$1,800,000) made by the Block 16 Office Partners, an Illinois Partnership (the "Office Developer"), in which partnership the Guarantor has an interest, payable to the City on October 1, 1987.

This Guaranty is subject to the following terms and conditions:

1. Guarantor expressly agrees that the City may, in its sole and absolute discretion, without notice and without the further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantor hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Note; (ii) grant extensions or renewals of or with respect to the Note or the performance of the Office Developer thereunder and/or effect any release, compromise or settlement in connection therewith; (iii) agree to the substitution, exchange, release, modification of the Agreement or of all or any part of the project thereby contemplated; (iv) assign or otherwise transfer any of the City's interests under the Note, or in this Guaranty or any interest therein or herein; (v) consent to the assignment or transfer by the Office Developer or any affiliate of Office Developer of any of its or their right, title or interest under the Agreement or arising therefrom; and (vi) deal with the Note as if this guaranty were not in effect. The obligations of the Guarantor under this guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the

Note or documents given pursuant thereto or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

2. The liability of Guarantor under this guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit of any remedies the City may have against the Office Developer or its successors in interest or any other party whether pursuant to the terms of the Note or by law. Without limiting the generality of the foregoing, the City shall not be required to make any demand on the Office Developer, or its successors in interest, or otherwise pursue or exhaust its remedies against the Office Developer or its successors in interest or any other party before, simultaneously with or after enforcing its rights and remedies hereunder against the Guarantor. Any one or more successive and/or concurrent actions may be brought hereon against the Guarantor, either in the same action, if any, brought against the Office Developer, its successors, or any other party, or in separate actions, as often as the City, in its sole discretion, may deem advisable.

3. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Note and of all indulgences; (iv) demand for observance or performance of, or enforcement of, any term or provisions of the Guaranty or the Note; and (v) all other notices and demands otherwise required by law which the Guarantor may lawfully waive. In the event this Guaranty shall be enforced by suit or otherwise, or if the City shall exercise any of its remedies under the Note, and if the City prevails in such suit or enforcement of its rights or remedies, Guarantor will reimburse the City, upon demand, for all expenses incurred in connection therewith, including, without limitation, court costs and reasonable attorney's fees. Guarantor waives trial by jury in any action brought on or with respect to this Guaranty.

4. In the event of a default under this Guaranty all sums advanced by Guarantor to the Office Developer or its successors in interest, or if the Office Developer or its successors in interest shall be or shall hereafter become indebted to the Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing the City under this Guaranty and the Note as arising therefrom. Nothing herein contained shall be construed to give Guarantor any rights of subrogation in and to the City's rights under or interest in the Note until all obligations of the Office Developer owing to the City under the Note have been performed in full.

5. No failure on the part of the Office Developer to perform under any agreement of, with or affecting Office Developer or perform any obligation of Office Developer, including, but not limited to the Office Developer's performance under the Note, shall relieve the Guarantor of its obligation to advance additional funds from time to time to the full extent provided above.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such notice at the respective addresses set opposite the Guarantor's Name below, and to the City as noted above with a copy to the Corporation Counsel, 5th Floor, City Hall, Chicago, Illinois 60602, or at such other address as any such party may

hereafter designate by Notice given in like fashion. Notices shall be deemed given five (5) business days (excluding Saturdays, Sundays and legal holidays) after the date so mailed. All Notices by or on behalf of the City shall be deemed sufficient if signed by the Commissioner of the Department of Planning or the Corporation Counsel or such other person as either may designate and if otherwise given or made in compliance with this paragraph.

7. All rights and remedies afforded to the City by reason of this Guaranty and the Note, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of the other such rights or remedies. No delay or omission by the City in exercising any such rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the City unless in writing and duly signed by the City. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the City, and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or any other right or remedy.

8. This Guaranty shall inure to the benefit of, and be enforceable by, the City and its successors and assigns, shall be binding upon, and enforceable against the Guarantor, its successors and assigns.

9. This Guaranty shall be construed and enforced in accordance with and governed by the laws of the State of Illinois. Any dispute arising between the City and the Guarantor hereunder with respect to any of the provisions of this Guaranty resulting in the commencement of an action or proceedings shall be determined by litigation in courts situated in the State of Illinois. For the purpose of instituting or defending such litigation(s), Guarantor hereby agrees to submit to the jurisdiction of the State of Illinois and, to the extent permitted under law, confer exclusive jurisdiction to the courts of the State of Illinois to hear and determine all such litigated disputes.

10. Should any one or more of the provisions contained in this Guaranty, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions hereof, but this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been included.

In Witness Whereof, this Guaranty was executed and delivered as of the date set forth first above.

[Signature forms omitted for printing purposes.]

Exhibit "D".

Description of Security Amount

[Letterhead of Issuing Bank]

IRREVOCABLE DOCUMENTARY CREDIT NUMBER _____

APPLICANT

[Developer]

c/o _____

_____BENEFICIARY

CITY OF CHICAGO

120 NORTH LASALLE STREET

CHICAGO, ILLINOIS 60602

AMOUNT

USD \$300,000

EXPIRY

AT OUR COUNTERS

____, 1986

DEAR SIR(S),

We hereby establish in your favor our Irrevocable Standby Letter of Credit Number _____ which is available for payment of your drafts at sight, drawn on [Name of Issuing Bank], Chicago, Illinois, bearing the clause "DRAWN UNDER [Name of Issuing Bank], CHICAGO, ILLINOIS, CREDIT NUMBER _____," and accompanied by:

A certificate of the Commissioner of the Department of Planning of the City of Chicago certifying that:

- (i) Beneficiary having given the requisite notice, if any, has the right to draw on the Letters of Credit under Paragraph 3 of the Redevelopment Agreement and Contract for Sale of Land, North Loop Block 16, dated _____, 1985, made by and between the City of Chicago and the Buck-Wexler Associates.
- (ii) By reason of such right, there is due and owing to said Beneficiary under this Letter of Credit the sum equal to the amount of the draft presented herewith and demand is hereby made for the payment of such sum due and owing under this Letter of Credit.

We hereby engage with you that your drawings in conformity with the terms of this letter of credit will be duly honored on presentation.

****This documentary credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1983 revision) International Chamber of Commerce (Publication No. 400).**

[Name of Issuing Bank]

For Cashier_____
For Cashier*Exhibit "E".*

In-Kind Contributions

The Office Developer shall provide special exterior treatments in the pedestrian ways around the Office Tower perimeter, including such items as landscaping, planters, pavers, and other visual amenities. Artwork or sculpture will be provided, perhaps in the Office Tower lobby. These items will provide specific enhancements to the immediate environment of Block 16. The funds devoted to these items will be not less than approximately Four Hundred Thousand Dollars (\$400,000). These items will be completed within approximately twelve (12) months after completion of the Office Tower.

Exhibit "F".

Description of Proposal

1. Proposal to Purchase Land For Private Development dated June 28, 1985 with Exhibits "A" through "P-5" attached thereto.

Exhibit "G".

Purchaser's Principals

1. Block 16 Hotel Associates
 - (a) Jerrold Wexler
 - (b) Edward Ross
 - (c) Irving J. Markin
2. Block 16 Office Partners
 - (a) The John Buck Company
 - (b) John A. Buck
 - (c) Leo Burnett Company, Inc., its officers, directors and shareholders.

Affirmative Action Plan

Exhibit "H".

To

Redevelopment Agreement

Dated As Of _____, 1986

By And Between

The City Of Chicago And

Buck-Wexler Associates

(North Loop Project -- Block 16)

Policy Statement

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

The Purchaser recognizes the importance of successful Affirmative Action Programs to the continued growth and vitality of the City of Chicago. The Purchaser will establish, implement and maintain a continuing Affirmative Action Program designed to promote equal opportunity in every aspect of employment and procurement of goods and services. The program will include, but not be limited to, the following: 1) a written affirmative action plan committing the developer to use good faith efforts to provide maximum opportunity for minorities and females in its development project; 2) designation of adequate staff to administer the program; 3) establishment of goals which are higher than prevailing levels for minority and female employment during both the construction period and the operation of facilities; 4) formulation of achievable goals for utilization of women/minority business enterprises in the development; and 5) implementation of procedures designed to achieve program goals, including provision of objective standards to determine how goals are being met.

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

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

The City recognizes that it is Purchaser's intent to hire qualified, responsible bidders for the construction of the Improvements. The City agrees that it is not the purpose of this

Plan to impose upon Purchaser or its contractors the obligation or require Purchaser or its contractors to take actions which significantly affect the cost of the Improvements or delay or impair timely completion of the Improvements for Block 16.

1. Definitions.

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

- 1.1 "Agreement" means the contract between the City of Chicago and the Purchaser dated as of _____, 1986, to which this Plan is appended.
- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanics, regardless of race; Asian-American and Pacific Islanders; American Indian or Alaskan native.
- 1.3 "Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled by one or more minority persons.
- 1.4 "Women Business Enterprise" ("W.B.E.") means a business that is owned and controlled by one or more women.
- 1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.
- 1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the ownership and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.
- 1.7 An "Eligible" M.B.E. or W.B.E. Firm includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in §3.5 below.
- 1.8 "Goals" means the targets established in this agreement for M.B.E. and W.B.E. participation in the Development, or for minority and women employment in conjunction with the Development. Goals are not quotas or guarantees, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable M.B.E. and W.B.E. participation

and minority and women employment. Failure to meet a goal will alert the Purchaser that further actions may be necessary but shall not, by itself, establish that Purchaser has failed to use good faith efforts.

- 1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.
- 1.10 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.
- 1.11 "Local Business" means a business located within the corporate limits of the City of Chicago, and which has the majority of its regular, full-time work force located within the City.
- 1.12 "Person" or "Persons" includes any natural person, corporation, partnership, unincorporated association, or joint venture.
- 1.13 "Agency" shall mean the City of Chicago by its designee, initially the Department of Planning for all areas of administration of this Plan with the exception of certification procedures as provided in Section 3.5 hereof. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.14 "Contractor" means any person who has a contract with the Purchaser (in which the parties do not stand in the relationship of an employer and an employee), which provides for any portion of the Developer's obligation under the Agreement to be performed, undertaken or assumed. "Subcontractor" means any person who has such a contract with a contractor or with a subcontractor.
- 1.15 "Project" or "Development" means all design, construction and development of improvements required by the Agreement. The following areas of activity shall be excluded from the Plan if Purchaser submits evidence reasonably satisfactory to the Agency that commitments were heretofore made with respect to the work to be performed:
 - (1) Brokerage and Leasing
 - (2) Financing
 - (3) Management
 - (4) Syndication
 - (5) Insurance
 - (6) Accounting
 - (7) Legal Services

- (8) General Architecture
 - (9) Landscape Architecture
 - (10) Structural Engineering
 - (11) Mechanical and Electrical Engineering
- 1.16 "Component" means one of the divisions of work described below whereby M.B.E. and W.B.E. participation goals and minority and women employment goals will be applied.
- 1.17 "Construction Component" means, but shall not be limited to, the performance during construction of:
- (1) Earth moving including shoring
 - (2) Demolition
 - (3) Concrete -- reinforced
 - a. Forms and fabrication
 - b. Reinforced steel
 - c. Placement of concrete
 - d. Finish concrete
 - (4) Masonry -- bricklayers, granite
 - (5) Structural steel
 - (6) Metal decking
 - (7) Miscellaneous metals
 - (8) Ornamental metals
 - (9) Carpentry -- rough and finish
 - (10) Moisture protection (roofing, etc.)
 - (11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
 - (12) Finish trades (other than tenant improvements)

- a. Floors
- b. Walls
- c. Ceilings
- d. Lath and plaster
- e. Partitions
- f. Tile work
- g. Painting
- h. Wall coverings
- i. Carpets
- (13) Vertical transportation
- (14) Mechanical trades
 - a. Electrical
 - b. Plumbing
 - c. Fire protection
 - d. H.V.A.C.
- (15) Trash hauling and cleanup
- (16) Field administration
- (17) Water service
- (18) Office supplies
- (19) Security
- (20) Janitorial
- (21) Progress photos
- (22) Printing
- (23) Maintenance and mechanics
- (24) Fencing/scaffolding

(25) Final cleanup

(26) Equipment rental

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

1.18 "Post-Construction Components" means all of the activities and obligations of the Purchaser for the Project which apply to each applicable Developer for a period of 5 years subsequent to the issuance by the Agency of the Completion Certificate for the Developer's phase of the Development, such obligations for Post-Construction Components being severable after issuance of each Completion Certificate. Tenants of the Project will be excluded from the requirements of this Plan.

1.19 "Purchaser" means Buck-Wexler Associates, a partnership consisting of Block 16 Hotel Associates and Block 16 Office Partners. The requirements of this Plan shall severally apply to each of the partners of the partnership.

2. Administration and Monitoring.

2.1 The Purchaser is obligated under this Plan to make reasonable good faith efforts to comply with all provisions and meet all goals set forth in this Plan. If the Purchaser shall have made the reasonable good faith efforts required under this Plan, it shall have fulfilled its obligations hereunder even if the goals specified in this Plan have not been achieved. The Agency agrees to act reasonably and not arbitrarily in administering this Plan.

2.2 To facilitate and assure that good faith efforts are made, the Purchaser will assign an Affirmative Action ("A.A.") Officer to assist with the monitoring and implementation of this Plan. The Purchaser will provide adequate staff and support for its A.A. Officer to administer the Plan and to act as liaison with the Agency.

2.3 The Purchaser's A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by the Purchaser on the Project. The A.A. Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the A.A. Officer shall include responsibility for the following:

(a) Monitoring all aspects of the Plan to achieve proper implementation, consistency of employment and procurement practices of the Purchaser with the Plan and compliance with all technical or procedural phases of the Plan.

(b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying

problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.

- (c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.
- (d) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of each Developer's Affirmative Action program and of its commitment to M.B.E. and W.B.E. participation and minority and women employment; and maintaining communications between the Purchaser and relevant organizations as necessary.
- (e) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.
- (f) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Development, including with respect to: (1) submission of bids, (2) securing bonding and insurance, (3) disseminating available information concerning the identity of M.B.E. and W.B.E. firms to majority contractors, and (4) obtaining certification from the City of Chicago.
- (g) Reviewing and monitoring Contractor Affirmative Action Reports, including, if necessary, making periodic on-site inspections to determine the accuracy of reported numbers on minority and female participation and minority, women and Resident employees are reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals consistent with this Plan.

2.4 Following commencement of construction and ending upon expiration of the first two years following the issuance of the completion certificate for the first building in the Development, the Purchaser will establish either on-site or as a participant with Block 17 an affirmative action clearing house and coordination mechanism for the Development (the Opportunity Center). Specific responsibilities of the Opportunity Center include the following:

- (a) To provide information to M./W.B.E. sub-contractors, vendors and suppliers regarding business opportunities during construction.
- (b) To provide outreach to community organizations to identify young people who would be able to gain immediate employment or enter into a training

program to allow them to obtain employment in the operation of the center.

- (c) To provide outreach to M./W.B.E. resource organizations to identify and assist potential M./W.B.E. participation in the ongoing development.

The Opportunity Center will be clearly identified, have one full-time professional staff person experienced in affirmative action matters, and a part-time clerical person. Community organizations would be informed, in writing, of the existence of the Opportunity Center and its role, and be encouraged to work with the office to take advantage of the development's opportunities.

In addition to communicating in writing with community organizations in underprivileged neighborhoods, Opportunity Center staff will personally visit such neighborhoods to identify low and moderate income persons in need of employment and M./W.B.E.s that may wish to locate in the office and retail components of the development.

The Purchaser may establish the Opportunity Center in conjunction with similar facilities to be provided for in Block 17. The cost to staff and operate the Opportunity Center shall be not less than \$150,000, which cost shall be equitably borne between the Developers of Block 16 and Block 17.

- 2.5 The Commissioner of the Department of Planning shall consult and cooperate with the Purchasing Agent and Contract Compliance Officer in the implementation of this Plan.
- 2.6 The Agency shall designate an Affirmative Action (A.A.) Coordinator operating under the auspices of the Department of Planning. The A.A. Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Purchaser communications and Reports and transmitting Agency responses and other communications.
- 2.7 The Purchaser shall require its contractors and sub-contractors to furnish to its A.A. Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.
- 2.8 The A.A. Coordinator shall promptly review the Affirmative Action Reports submitted by the Purchaser and shall forward them to the Commissioner of the Department of Planning. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within 30 days after receipt of the A.A. Reports regarding the results of the review and, if necessary, shall contact the A.A. Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, the A.A. Coordinator through the Commissioner of the Department

of Planning shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City of Chicago. Failure of the A.A. Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.

- 2.9 The Purchaser, through the A.A. Officer, in cooperation with the Agency, will develop two different Reports: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, identity of participating M.B.E. and W.B.E. firms, and actual numbers and percentages of minority and women employment in the Project; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken, further analysis of results and problems, if any, and suggested further steps if required. The short form Report will be submitted to the Agency's A.A. Coordinator on a monthly basis, and the Comprehensive Report on a quarterly basis throughout the construction component of the Plan.

3. Minority and Women Business Enterprises Participation Plan.

3.1 Introduction.

The following plan and goals are adopted by the Purchaser for participation by minority and women business enterprises in the Development. The Purchaser shall make reasonable good faith efforts to meet the minority and women business enterprise goals established hereunder.

3.2 Methods to Ensure M.B.E. and W.B.E. Participation.

- 3.2.1 In making good faith efforts to meet the goals for M.B.E. and W.B.E. participation, the Purchaser may use any or all of the methods and procedures set forth below or any other methods which may reasonably facilitate M.B.E. and W.B.E. participation. It is recognized that a definitive listing of all methods and procedures which may be appropriate, particularly in future circumstances, cannot now be set forth. Additional methods and procedures may be established by agreement through the consultation and communication provided for in this Plan.

- 3.2.2 The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Purchaser has made all good faith efforts, shall include the following:

- (a) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package.
- (b) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.E. and W.B.E.s.

- (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Developer's intent to encourage M.B.E. and W.B.E. participation in the project.
- (d) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining bonding and insurance.
- (e) Assisting, other than financially, M.B.E.s and W.B.E.s in submitting bids by offering Developer's consultation.
- (f) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining certification.
- (g) Requesting the assistance of the Agency's AA Coordinator in identifying certified, pending and certifiable minority and women businesses for contracts, subcontracts and other purchases.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation:
 - (a) Chicago Urban League
 - (b) Chicago Economic Development Corporation
 - (c) Chicago United
 - (d) Illinois Department of Commerce and Community Affairs Small Business Office
 - (e) Minority Economic Resource Corporation
 - (f) National Association of Women Business Owners
 - (g) Alexander Grant & Company, Minority Business Development Center
 - (h) Association of Asian Construction Enterprises
 - (i) Black Contractors United
 - (j) Hispanic-American Construction Industry Association (HACIA)
 - (k) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies
 - (l) National Minority Suppliers Development Council, Inc.
 - (m) Chicago Regional Purchasing Council

- (i) Making the M.B.E. and W.B.E. provisions and goals set forth in Sections 3.2 and 3.3 of this Plan applicable as appropriate to all contractors and subcontractors in the construction component of the Project; including appropriate provisions and goals for M.B.E. and W.B.E. participation in contracts let by Purchaser, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all subcontractors must report to contractors, and all contractors must report to Purchaser, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

3.2.3 If the Commissioner of the Department of Planning, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible or economically unreasonable to obtain M.B.E.'s or W.B.E.'s to perform sufficient work to fulfill the goals stated in 3.3.2 hereof, a waiver of all or a portion of the M.B.E. and/or W.B.E. goals may be granted.

3.3 M.B.E. and W.B.E. Participation Components and Goals.

3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) Construction; and (2) Post-construction.

The Purchaser shall also seek out and utilize M.B.E. and W.B.E. firms in less traditional areas, such as institutional lending, legal services, financial advisors, public relations, marketing firms, security services, and property and casualty insurance, to the fullest extent practicable. In addition to its own use, the Purchaser will encourage its contractors and sub-contractors to utilize the services of M.B.E. and W.B.E. firms in such areas.

3.3.2 The dollar goals for participation by eligible M.B.E.s and W.B.E.s in the Construction component shall be 25 percent for M.B.E. and 5 percent for W.B.E. firms of the aggregate costs for such component, and 50 percent for Local Businesses.

3.4 Additional Provisions Concerning Calculating M.B.E. and W.B.E. Participation.

3.4.1 The Purchaser shall receive proportionate credit towards meeting the M.B.E. and W.B.E. goals for joint ventures in proportion to the ownership interests of eligible M.B.E. or W.B.E. firms participating in the venture. For example, a 25% minority owned joint venture that receives a \$100,000 contract would result in \$25,000 credit.

3.4.2 Where an eligible M.B.E. or W.B.E. firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Purchaser shall receive credit only for that portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm. The Purchaser shall receive credit for, and there shall not be excluded, dollars spent by an eligible M.B.E. or W.B.E. firm to

purchase materials and supplies specific to this project from non-M.B.E. or W.B.E. firms.

- 3.4.3 Where a firm which is not an M.B.E. or W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm or for Local Businesses, the Purchaser shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or for Local Businesses. The Purchaser shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm or Local Business to purchase materials and supplies specific to this project from an M.B.E. or W.B.E. firm or Local Business.

In considering the Purchaser's good faith efforts to comply with this Plan, the following factors shall be considered:

- (a) Lack of a sufficient supply of Local Businesses and certified, responsible M.B.E.'s and W.B.E.'s (with respect to such characteristics as financial capacity and capacity to meet the requirements of the work) in the Chicago Metropolitan Area (S.M.S.A.).
- (b) Inability to obtain competitive prices from available Local Businesses, M.B.E.'s and W.B.E.'s in the S.M.S.A., based upon prevailing prices on the open market, provided that in all such cases there shall be submitted to the Agency a statement listing the name and bid amount of each person or firm bidding on the same portion or part of the contract as bid by such M.B.E.'s or W.B.E.'s or Local Businesses.
- (c) Failure of available Local Businesses and M.B.E.'s or W.B.E.'s to submit bids with respect to particular aspects of the Project.

3.5 Agency Certification of Eligibility of Minority and Women Business Enterprises.

- 3.5.1 The Department of Purchases, Contracts and Supplies of the City of Chicago shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of, and certify if appropriate, any firms (identified by the Purchaser or otherwise) who represent that they qualify as minority or women business enterprises. The Department of Purchasing shall also review the qualifications of joint ventures for which the Purchaser may seek proportionate credit pursuant to Section 3.4.1. In either instance, the Department of Purchasing shall certify each firm's (a) status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.

- 3.5.2 All requests for certification and additional information required, if any, should be submitted to the Director of the Office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's AA Coordinator.

- 3.5.3 If at any time it is determined that any M.B.E. and W.B.E. certification has been falsely obtained, the Purchaser may seek to cure or correct the defect by whatever remedy is necessary. The Purchaser's M.B.E. and W.B.E. contracts shall provide that all such contracts and subcontracts may be terminated if (a) the contractor's or sub-contractor's status as M.B.E. or W.B.E. was a factor in the award of such contract or sub-contract, and (b) the status of the contractor or sub-contractor was misrepresented. In such event, the Purchaser shall discharge the disqualified M.B.E. or W.B.E. if such discharge does not significantly increase the cost or impair timely completion of the Project and, if possible, identify a qualified M.B.E. or W.B.E. as its replacement.
- 3.5.4 The Purchaser's minority and women business enterprise contracts shall require that all M.B.E.s and W.B.E.s report within 14 days to the Purchaser's AA Officer, and justify, any changes in the ownership and control of the firm that occur during the duration of that contract. The Purchaser shall promptly notify the Purchasing Agent and the AA Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E. firm.
- 3.5.5 Any disputes arising between Purchaser and the City concerning the implementation of this Plan shall be resolved in accordance with the Dispute Resolution provisions contained in Section 5. The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

4. Minority and Women Employment Plan.

- 4.1 The following plan and goals are adopted by the Purchaser for employment of minority and women workers in the Construction Component of the Development. The Purchaser shall make reasonable good faith efforts to achieve the minority and women employment goals set forth hereunder.
- 4.2 The goals for minority and women employment shall be 25 percent minority and 5 percent female for skilled employees and 30 percent minority and 5 percent female for unskilled employees. The employment goals for residents of the City of Chicago shall be 50%.
- 4.3 The Purchaser may submit a written request for a waiver of all or a portion of such goals to the Commissioner of the Department of Planning who may, for good cause shown and following consultation with the Affirmative Action Officer of the City of Chicago, approve such request for modification or reduction of employment goals as specified herein.
- 4.4 The Purchaser shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 4.5 The Purchaser will post in conspicuous places at the Project notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations of advertisements for employees placed by or on behalf of the Purchaser shall state that it is an Equal Opportunity Employer and that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Purchaser will cause the foregoing provisions to be inserted in all sub- contracts for any work performed in this Development so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplies or raw material.
- 4.7 The Purchaser will notify recruitment sources, unions and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Purchaser will contact, or will require contractors to contact, the organizations listed below or similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's responses:
- (a) Department of Planning
 - (b) Mayor's Office of Employment and Training
 - (c) Chicago Urban League
 - (d) Chicago Economic Development Corporation
- 4.8 The Purchaser will consider previous affirmative action experience in the evaluation of contract bidders' proposals for construction contracts. Prospective contractors and sub-contractors will be asked to address the subject of and provide for affirmative action. Each bidder will be encouraged to analyze and establish methods of achieving successful affirmative action.
- 4.9 The Purchaser will encourage the development of on-the-job training programs and public and private apprenticeship training programs for minorities and women (such as programs established by the City, trade unions, or the building industry). The Purchaser also will cooperate with the use of such programs by contractors with respect to this Project.
- 4.10 The Purchaser will maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which employees are assigned to work, and will specifically inform all foremen, superintendents, and other on-site supervisory personnel of affirmative action policy. Subject to applicable union work rules, the Purchaser will ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities so E.O. policy is implemented.

- 4.11 The Purchaser will notify all contractors and subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

In particular, the Purchaser will require substantially the following provisions in all construction contracts and subcontracts:

- (a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to identify and use minority men and women Subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the Contractor shall have a goal of subcontracting twenty-five (25%) percent of the work to M.B.E. enterprises and an additional five percent (5%) of subcontractors to W.B.E. enterprises. The Contractor further agrees that upon the Purchaser's request, it shall prepare in written form and send to the Purchaser, a minority and women head count for its total work and Subcontractors employed. Contractor is required to use reasonable good faith efforts to achieve the goals set forth herein.
- (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.
- (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.
- (e) The Contractor agrees to use its best efforts to insure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to the Purchaser as often as may be required by the Purchaser its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.
- (f) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Purchaser as often as may be required by the Purchaser. Such report shall include not only its efforts to secure

such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.

- (g) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to the Purchaser as often as may be required by Purchaser.
- (h) The Contractor agrees to make and send to Purchaser an accounting of the hours worked on the Project by minority and women employees and by City residents as often as may be required by Purchaser.
- (i) Meetings of Purchaser's and Contractor's supervisory and personnel office employees will be conducted as required by Purchaser, at which time affirmative action policy and its implementation will be reviewed and explained.
- (j) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
- (k) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work.
 - (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this contract and shall deliver copies of such notices to Purchaser.
 - (2) Prior to the beginning of the work, the Contractor will notify all trade unions of his desire to receive referrals of qualified minority and women individuals.
- (l) The Contractor agrees to comply with all applicable federal, state, and local requirements governing minority and women business enterprise utilization and minority and women employment.
- (m) During the contract period, the Contractor will maintain and make available to the Purchaser documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, actual dollar amount of contract award, and actual numbers and percentages of hours worked by minority and women employees and City residents.

- (n) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Purchaser as often as may be required by the Purchaser.

5. Dispute Resolution.

- 5.1 If at any time during the existence of this Plan the Agency believes that the Purchaser is substantially failing to comply with the terms of this Plan, the Agency's AA Coordinator shall provide a written report to the Purchaser's AA officer explicitly invoking this Section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing the further implementation steps the Agency believes should be taken.
- 5.2 If the Purchaser disagrees with the Agency's evaluation, the A.A. Coordinator and AA officer shall meet within fifteen (15) days and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department of Planning and the Purchaser shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and the Purchaser have consulted pursuant to Section 5.2 but been unable to resolve their differences within forty-five (45) days following the Notice of the City invoking this section, the matter shall be submitted to binding arbitration. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the Project is required by the Plan. The sole issue which may be presented and decided in arbitration is whether such proposed steps are required to comply with the Plan. The Arbitrators shall only have the authority to direct the Purchasers to undertake specific actions in order to demonstrate good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning Section 16 of the Agreement and the implementation of this Plan, in lieu of any other remedies. The arbitration shall be conducted in accordance with the Federal Rules of Evidence.
- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Purchaser, one by the Agency and the third selected by agreement of the first two arbitrators. The Purchaser and the Agency shall designate their respective arbitrators within 30 days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within 30 days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provision contained

herein, it is understood that the arbitrators shall have no authority to award damages.

6. Post-Construction Provisions.

6.1 General Provisions.

6.1.1 For the first five years following issuance of the Completion Certificate for each building in the Development, the Purchaser shall make good faith efforts, in accordance with the provisions of this Part 6, to achieve certain affirmative action goals in the following areas:

- (a) The employment of City resident workers in the post-construction component of the development; and
- (b) Participation of M.B.E.s and W.B.E.s and of minority and women employees in the post-construction operations of the Project.

6.1.2 The Purchaser's obligations in these areas are to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Parts 2-4, as relevant to the respective M.B.E., W.B.E. or employment activities described in Part 6.

6.2 Employment of City Residents in the Post-Construction Component.

6.2.1 The Purchaser will make good faith efforts, consistent with those described in Part 4, to achieve an employment goal of 50 percent for City resident workers in the post-construction component of the development.

6.2.2 The Purchaser will seek to incorporate into the reports described in Section 2.6 information on its efforts and results with respect to resident employment. In any event, the Purchaser will report at least quarterly to the Agency the level of resident employment achieved.

6.3 M.B.E. and W.B.E. Participation and Minority and Female Employment During Post-Construction Operations.

6.3.1 During post-construction operations, the Purchaser will make good faith efforts, consistent with those described in Parts 3 and 4, to achieve the levels of M.B.E. and W.B.E. participation and minority and women employment described below.

6.3.2 Employment goals will be applicable to direct employees (those employed full-time and part-time specifically for the operation of this development). The goals shall apply proportionately to full-time and part-time employees employed by the Purchaser, a property management firm, and contractors.

- 6.3.3 The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this development).
- 6.3.4 With respect to any overlap in the activities identified in Sections 6.3.2 and 6.3.3, either employment or M.B.E./W.B.E. goals shall be applicable at the election of the developer.
- 6.3.5 The employment goals for minority employees for the post-construction component of the project shall be 30 percent. The employment goals for female employees during post-construction operations shall be 15 percent.
- 6.3.6 The M.B.E./W.B.E. goals for the post-construction component shall be 25 percent for M.B.E. firms, 5 percent for W.B.E. firms and 50 percent for Local Businesses.
- 6.3.7 The Purchaser is responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the first quarter after the construction completion date. Such reports shall be due within ten days following the end of each quarterly reporting period.
- 6.3.8 In order that women, minorities, and low and moderate-income persons from underprivileged neighborhoods will have access to employment opportunities with the firms occupying the office building, the Purchaser will provide, or will participate with Block 17 in providing, 500 square feet of office space in the retail component, rent free, to a City or City-sponsored placement agency for the first five years of the building's operation. Firms occupying the buildings will be encouraged to utilize that facility as they hire or replace staff. This on-site service should significantly increase women and minority employment opportunities, and help solve the problem of linking up graduates of job training programs with real employment opportunities. Such service may be provided in conjunction with facilities to be provided for Block 17. The value of this space (foregone revenue and cost to decorate) shall be approximately \$40,000, which cost shall be equitably borne between the Developers of Block 16 and Block 17.
- 6.3.9 The Purchaser will include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations, as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

7. No Third Party Benefit.

- 7.1 This Plan shall be deemed as an agreement between the Purchaser and the City and no other person or organization shall be entitled to enforce any of the provisions hereof or have any right hereunder.
- 7.2 The Purchaser and the City agree that actions for the enforcement of this Plan pursuant to Section 5 hereof may be brought only by the City and by no other

person or organization and no person or organization shall be construed as, or have the rights of, a third party beneficiary under this Plan.

Exhibit "T".

Linked Development Program.

The Office Developer is committed to improving the quality of life in Chicago's neighborhoods by providing advice and assistance to neighborhood development activities. To reflect that commitment, the Office Developer will contribute 1,200 hours of technical assistance time to neighborhood groups over the period hereinafter specified. This professional time, conservatively valued at \$200 per hour, totals approximately \$240,000.

The John Buck Company will contribute 200 hours of staff time to provide real estate technical assistance to neighborhood development efforts.

Leo Burnett Company, Inc., will contribute one thousand (1,000) hours of staff time to provide technical assistance to neighborhood and community groups - which assistance shall include; but, not be limited to, assistance in the area of communication including: marketing expertise, graphic design expertise, marketing brochure consultation, media assistance, creative consultation and marketing research.

All terms used herein as defined terms shall have the meaning ascribed to them in the Redevelopment Agreement, unless otherwise defined herein to the contrary.

This agreement to provide advice and assistance shall not be deemed an agreement to insure or bear any responsibility for the success or failure of any of the neighborhood activities.

The City, in order to activate an obligation of the Office Developer to provide the relevant advice must request the Office Developer in writing to provide such service. Office Developer may suggest suitable neighborhood groups. The services required hereunder shall, notwithstanding any provision contained herein to the contrary, be limited to the following:

- (a) Attendance at reasonable times at meetings with City and neighborhood groups and attendance, at reasonable times, at meetings between such groups and prospective market and media representatives, sellers, brokers, lenders, subject to resolution of scheduling conflicts with other parties; and
- (b) Review and comment within a reasonable time, on communication projects, acquisitions, financing, development, zoning, management and operation plans and budgets for such neighborhood groups.

Such request must be accompanied by reasonable, supporting information detailing the nature of the technical assistance required, the name, financial status, creditworthiness and experience of the person requiring technical assistance and an estimate of the time required for such assistance.

Office Developer shall not be required to provide technical assistance unless the designated group releases Office Developer from all liabilities and waives all claims against Office Developer or its designees, by a written release and waiver reasonably satisfactory to Office Developer. No financial assistance or liabilities are to be incurred by Office Developer except the salaries and benefits of Office Developer's employees and transportation and expenses which are customarily reimbursed by Office Developer for its employees. For example, the City shall have no right to request or compel Office Developer to serve as a partner or principal in connection with a neighborhood development group or to pay for media time, advertising space or printing costs.

Specific, verified costs of supplies and materials used in such assistance efforts shall be credited against the hourly totals at a factor of \$200 per hour.

The City may request services from the Office Developer at any time, subject to the following sentence, prior to the period ending five (5) years after the issuance of a Completion Certificate for the Office Tower ("Termination Date") subject to delays occasioned by death, illness, injury or other delay beyond the reasonable control of the Office Developer. Office Developer shall not be required to spend more than 20 hours in any particular month. If Office Developer provides more service than is required in any particular month then, if so provided, such service shall be credited against the Office Developer's time allocation set forth above.

Technical assistance required may take reasonable form and shall be developed pursuant to consultations and negotiations between Office Developer and the applicable neighborhood group brought to the attention of Office Developer by the City.

The Office Developer shall evidence compliance with the time requirements set forth herein by any of the following means: (a) certification, in the form of an affidavit, as to time served; (b) certification from a neighborhood group as to the time served; or (c) any other means reasonably evidencing such participation.

It is agreed that Office Developer, and its Mortgagees, partners, agents, employees, shareholders, directors, officers and "principals" and their respective successors and assigns shall not be personally responsible or liable for providing the assistance. Office Developer or its partners may, at their sole discretion, designate members of their senior staff or other people whom they retain who are experienced in providing such technical assistance. Because of belief that participation in a neighborhood group's efforts may tarnish the reputation of the Office Developer or otherwise for good cause shown, the Office Developer may, in good faith, decline to serve as a consultant or other participant with a neighborhood group but such decision not to participate shall not diminish the service obligation of the Office Developer. The City agrees, upon request, from time to time of Office Developer to deliver within ten (10) days of a request a certification to such Developer addressed to such Developer, any prospective purchaser or any Mortgagee or prospective lender certifying that (a) the Office Developer is not in default pursuant to the provisions of this plan; (b) the number of hours remaining to be served; (c) the number of hours completed; and (d) such other information pertaining to the neighborhood advice being provided pursuant to this Exhibit as the Office Developer shall reasonably request.

Nothing contained herein shall be deemed to obligate the Office Developer to pay any out-of-pocket expenses or to incur any liabilities in connection with this program, other than the salaries, benefits of its employees and transportation and other expenses customarily reimbursed by Office Developer for its employees.

Nothing contained herein shall authorize the City to provide to any neighborhood group or require the Office Developer to divulge, any personal or financial information applicable to the Office Developer without the prior written consent of the Office Developer. Should any principal or other designee of the Office Developer become deceased or disabled, the Office Developer may, in its sole discretion, designate a reasonably satisfactory substitute party to provide the technical assistance services required pursuant to this exhibit.

The time to be devoted pursuant to the provisions of this Exhibit is deemed to accrue at the rate of \$200 per hour for a total of \$240,000 and is a part of the in-kind contribution of Office Developer.

This plan shall be deemed an agreement of the City and of the Office Developer as to its applicable obligation only, and no other person or organization shall be entitled to enforce any of the provisions hereof or have any rights hereunder. Actions for the enforcement of this plan may be brought only by the City against the Office Developer and no other person or organization and no person or organization shall be construed as or have the rights of a third party beneficiary under this plan. Nothing contained in this plan shall prohibit or delay issuance of a Completion Certificate. The obligations hereof shall survive the issuance of a Completion Certificate and be binding upon Office Developer notwithstanding the release of a parcel from the recorded restrictions. The obligations hereof shall not be binding upon any Mortgagee (as defined in the Redevelopment Agreement).

The dispute Resolution provisions of the Affirmative Action Plan attached as Exhibit H to the Redevelopment Agreement appearing in the Section thereof entitled "Dispute Resolution" shall be applicable hereto as the sole mechanism for dispute resolution as though fully set forth herein except that Office Developer may designate another person to serve in place of the A.A. Officer of Office Developer with respect to dispute resolutions hereunder. No damages or injunctive relief may be awarded but the City shall be entitled to judicial enforcement of the remedy afforded under the dispute resolution mechanism.

In no fact, event, or circumstance shall Office Developer, its partners or any of their respective officers, directors, shareholders, agents or employees or any of their successors and assigns be personally liable by reason of a breach of this plan, and all recourse of the City shall be against the applicable partnership assets of the Office Developer and not the Office Developer and their partners, officers, directors, agents or employees or any of their successors and assigns personally.

In administering this Plan, the City shall act reasonably, and not arbitrarily.

Exhibit "J".

Minimum Assessed Value.

Year	Hotel/Retail Parcel	Office Parcel
* 1987	\$1,924,998	\$1,924,998
1988	1,924,998	1,924,998
1989	2,553,623	2,876,182
1990	3,182,247	12,470,970
1991	4,439,477	16,542,049

*Note 1.: The Purchaser's and Developer's Agreement not to protest below the amount of assessments listed for 1987 shall be adjusted to reflect the prorated portion of the year that legal title to the Site is held by the Purchaser or the applicable Developer.

Note 2.: In the event a Developer is unable to complete construction and commence occupancy by 1989 of its respective portion of the Improvements, the assessed values as established for the years 1987 through 1988 inclusive which reflect a vacant land status for the applicable portion of the Site shall be substituted as the equalized assessed valuations for each year or portion of year for which the applicable portion of the Improvements remain uncompleted. In such instance, the applicability of the equalized assessed values established for 1989 and ensuing years shall be set forward by a period of time equal to that period of time by which the Completion of the applicable portion of the Improvements occurred after January 1, 1989.

Exhibit "K".

Taxes.

Year	Hotel/Retail Parcel	Office Parcel
* 1987	\$360,747	\$360,747
1988	360,747	360,747
1989	478,552	539,000
1990	596,357	2,337,075
1991	831,967	3,100,000

*Note 1.: The Purchaser's and Developer's Agreement not to protest below the amount of real estate taxes listed for 1987 shall be adjusted to reflect the prorated portion of the year that legal title to the Site is held by the Purchaser or the applicable Developer.

Note 2.: In the event a Developer is unable to complete construction and commence occupancy by 1989 of its respective portion of the Improvements, the assessed values as established for the years 1987 through 1988 inclusive which reflect a vacant land status for the applicable portion of the Site shall be substituted as the equalized assessed valuations for each year or portion of year for which the applicable portion of the Improvements remain uncompleted. In such instance, the applicability of the real estate taxes established for 1989 and ensuing years shall be set forward by a period of time equal to that period of time by which the Completion of the applicable portion of the Improvements occurred after January 1, 1989.

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT FOR TREMONT GARAGE IN NORTH LOOP
BLIGHTED COMMERCIAL AREA.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement for Tremont Garage in North Loop Blighted Commercial Area.

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

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

Nays -- None.

Alderman Krystyniak 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 "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission,

(hereinafter "the Commission") as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago; and

WHEREAS, In furtherance of the objectives of such ordinance, the Commission, on March 20, 1979, designated the North Loop Blighted Commercial Area and approved a Redevelopment Plan for the area, which designation was approved by the City Council pursuant to ordinance duly adopted on March 28, 1979, and which Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982; and

WHEREAS, Tremont Theater Row Partnership, an Illinois limited partnership ("Developer") is the contract purchaser of certain real property situated in said North Loop Blighted Commercial Area described as follows:

Lots 3 and 4 in Block 36 in the Original Town of Chicago in the South East Quarter (1/4) of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (the "Property")

WHEREAS, Developer desires to develop the Property in accordance with said Redevelopment Plan; and

WHEREAS, The proposal of the Developer for development of the Property was analyzed by the staff of the Department of Planning and was made available for review and comment by the general public; and

WHEREAS, The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended, (hereinafter referred to as the "Act"), such Act becoming effective January 10, 1977; and

WHEREAS, The City Council adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project for the North Loop Redevelopment Area and adopting Tax Increment Financing for the North Loop Redevelopment Area, all as provided by the Act; and

WHEREAS, The City Council has considered the proposal of the Developer and finds the proposal to be satisfactory; now, therefore,

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

SECTION 1. The Mayor and the Commissioner of the Department of Planning are authorized and directed to execute and the City Clerk to attest to a Redevelopment Agreement for the redevelopment of the Property substantially in the form attached hereto, subsequent to approval thereof by the Corporation Counsel as to form and legality, and are further authorized to take all actions and execute all documents which are required by the Redevelopment Agreement and which may be necessary to implement the transaction contemplated thereby.

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

Redevelopment Agreement attached to this ordinance reads as follows:

This Agreement, dated as of _____, 1985 is made by and between the City of Chicago, a public body corporate, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City") and the Tremont Theater Row Partnership, an Illinois Limited Partnership (the "Developer") having its principal office at 208 S. LaSalle Street, Suite 1630, Chicago, Illinois 60604.

Certain Definitions.

For all purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it or shall include or be used as follows:

Affiliate of Developer: Any person or entity who or which (i) has an ownership interest in and control of Developer or in an entity having an ownership interest in and control of Developer, whether such interest is held directly or indirectly or through other entities, (ii) is an officer, director, employee, agent, nominee, trustee, beneficiary or shareholder of the Developer having control of Developer or an entity having an ownership interest in and control of the Developer whether such interest is held directly or indirectly or through one or more entities or (iii) has a legal or beneficial interest in any contract, agreement or other arrangement with Developer or a person or entity having an ownership interest in and control of Developer, whether such interest is held directly or indirectly or through one or more entities, pertaining to the development, management, sale, leasing or construction in or on the Site. As used in this definition, and this Agreement, the term "entity" includes, but is not limited to, corporations, partnerships, trusts, estates and any other business organization or association, and the term "person" includes a spouse and brothers, sisters, ancestors and lineal descendants of the person.

Commission: The Commercial District Development Commission established by the City as set forth in Chapter 15.1 of the Chicago Municipal Code (see Recital A).

Commissioner: The Commissioner of the Department of Planning of the City or other person designated by the Mayor of the City.

Complete: The substantial completion of the Improvements (defined below) as the context requires. For the purpose of this definition, the Improvements will be considered substantially complete when:

(a) all in-kind contributions referred to in Paragraph 5 below (or commitments therefor in form and content satisfactory to the Commissioner, have been delivered), and all common or public areas and work in the public right-of-way in Lake and Dearborn Streets adjacent to the Site required by Paragraph 3 below are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for beneficial use and occupancy for the purpose intended, and

(b) the "shell and core" for the parking ramp and retail space are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for the installation of "tenant finishing work." This definition of "Complete" also is applicable to other forms of the word "complete", such as "Completion" and "Completed", as used in this Agreement.

Completion Certificate: The certificate to be given by the City pursuant to Paragraph 7 below.

Covenant: The instrument to be delivered to the City pursuant to Paragraph 13 below.

Development Costs: All costs, expenses and expenditures incurred or anticipated to be incurred for the acquisition of the Site, planning, development and the work for the Improvements including, but not limited to, the purchase price of the Site, loan fees, interest, the fair market value of any equity interest in Developer (or any entity formed by Developer) transferred to a lender to obtain financing or to a major tenant to enter into a lease, real estate taxes, cost of securing the termination and relocation of the National Car rental agency from the Site, the cash contribution and the cost of the in-kind contributions made in accordance with Paragraph 5 below, letter of credit fees, cost on interest rate hedges, costs of demolition of existing improvements, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs paid by Developer for tenant work (although incurred after completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architects' fees, surveyors' fees, attorneys' fees, permit fees, management fees, consultants' fees, performance bond premiums, construction manager's fees, heat, electricity, fuel, and insurance and amounts budgeted although not expended in brokers' and leasing commissions, amounts paid for tenant inducements and tenant allowances, other marketing costs, and any projected losses resulting from the operation expenses exceeding revenues through stabilization of the improvement.

Improvements: All of the improvements to be built on the Site in accordance with the provisions of this Agreement. The Improvements will include:

a twelve (12) story structure to be built on the Site comprised of retail and commercial space on the ground floor, and an eleven (11) story parking ramp containing space to park approximately 930 vehicles.

In addition, the Developer may build one floor of offices on top of the parking ramp making the total structure 13 stories in height.

Permitted Delays: With respect to the Developer's obligation regarding the construction of the Improvements, any delay caused by material damage or destruction by fire or other casualty, strikes, of critical trades, lock-outs, boycotts, National emergency, energy shortage or rationing, acts of God, civil commotion, shortage of critical material, unusually adverse weather conditions such as, but without limitation, severe rainstorms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, and also including, but not limited, to tornadoes and cyclones and other like, or unlike, event or condition beyond the reasonable control of the Developer which in fact materially

interferes with the ability of the Developer to do the work in and for the Improvements. Any event or failure of event to occur which effects or prevents Completion of the Improvements on the schedule provided by Paragraph 2 below shall be deemed "material" or "critical". With respect to the City's ability to perform its obligations under this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act under the Redevelopment Documents or perform under this Agreement. The City shall diligently contest any such proceedings and any appeals therefrom. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional substantial obligations on Developer or materially increase its obligations under this Agreement. With respect to a mortgagee permitted by Paragraph 9 below, a "Permitted Delay" includes such Mortgagee's rights under Subparagraph 10(f) below. In addition to the Permitted Delays specified in this paragraph, in the reasonable discretion of the Commissioner, the Commissioner may allow a Permitted Delay for the delay involved in obtaining building or other permits from the City if the Developer in seeking such permit has provided to the issuing agency all requisite information and drawings showing that the proposed work for which the permit is sought is in compliance with applicable City Codes, and such permit is not issued or acted upon by the issuing agency within thirty (30) days of the request therefor.

Project: The North Loop Redevelopment Project set forth in the Redevelopment Documents (see Recital A) as such project may be revised from time to time by the City, provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or expressly require Developer to take any action that results in a material increase of the Development Costs or substantially alters the schedule for construction of the Improvements.

Redevelopment Documents:

(a) the redevelopment plan for the Project approved by the Commission on March 20, 1979, and, as revised, approved by the Commission on October 12, 1982 which plan was approved by the City Council as stated in Recital A, and

(b) the North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as so revised, approved by the City Council on October 22, 1981 as further revised by the Commission on October 12, 1982 as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, approved by the City Council on October 27, 1982, and

(c) the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984) approved by the City Council on June 20, 1984.

The Redevelopment Documents include any revision in such plan and guidelines made from time to time by the City provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or expressly requires Developer to take an action that results in a material increase of the Development Costs or substantially alters the schedule for construction of the Improvements.

Site: The approximate one quarter block located at the Southeast corner of the intersection of North Dearborn and West Lake Streets in the City of Chicago more fully described in Exhibit "A" attached hereto.

Introductory Statement (Recitals).

A. Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago. Infurtherance of the objectives of such ordinance, the Commission, on March 20, 1979, designated the Project as a blighted commercial area and on March 20, 1979, approved a Redevelopment Plan for the North Loop. The blighted commercial area designation was approved by the Chicago City Council, pursuant to an ordinance duly adopted on March 28, 1979 and the Redevelopment Plan was approved by the Chicago City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982.

B. The Redevelopment Document set forth the City's overall objectives for the Project and set forth certain specific planning and design criteria for the Site.

C. The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended, (hereinafter referred to as the "Act"), said Act becoming effective January 10, 1977.

D. In 1981 the City issued \$55,000,000 of general obligation anticipation notes and, pursuant to the enabling ordinance, the proceeds of said notes were used for the payment of redevelopment costs, as said costs are defined under the Act, in anticipation of the adoption of tax increment financing pursuant to said Act.

E. In 1982, the City issued \$65,000,000 of general obligation bonds to pay the principal of and the final interest payment on the bond anticipation notes and in order to finance redevelopment project costs.

F. The City adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project for the North Loop Redevelopment Area and adopting Tax Increment Financing for the North Loop Redevelopment Area all as provided by the Act.

G. The Developer acknowledges that the implementation of the program described in the Redevelopment Documents will be of benefit to the Developer in developing the Development Site as contemplated by this Agreement, and as an inducement to the City to enter into this Agreement, the Developer commits to cooperate with the City and fulfill the Developer's covenants and agreements set forth in Paragraph 18 of this Agreement which covenants and agreements further the goals and objectives contemplated by the tax increment financing adopted by the City covering the Site and surrounding areas in the Project.

H. Developer desires to redevelop the Site in accordance with this Agreement and the Redevelopment Documents.

Now, Therefore, for and in consideration of the covenants and premises set out herein, the City and Developer hereby agrees as follows:

1. Construction and Approval of Plans and Financing:

(a) Developer shall redevelop the Site for use in accordance with the Redevelopment Documents and shall plan and do work for and to the Improvements thereon:

(i) consistent with the uses and guidelines set forth in the Redevelopment Documents,

(ii) substantially in accordance with the Developer's proposal materials submitted therewith, which are more fully described on Exhibit "B" attached hereto (the "Developer's Proposal") as amended, supplemented and modified including modifications thereto as are implied by the express provisions of this Agreement, and

(iii) in accordance with the Approved Schematics, Approved Design Plans and Approved Final Plans and Specifications described below in this Paragraph 1. All work shall be constructed in accordance with the requirements of this Agreement and shall be in conformity with all applicable laws and regulations.

(b) Developer has delivered to the City schematic drawings for the Improvements listed on Exhibit "C" attached hereto. These drawings are approved by the City and are hereinafter referred to as the "Approved Schematics."

(c) Subject to Permitted Delays, Developer shall submit its final design development drawings and specifications ("Design Plans") consistent with and based on the Approved Schematics to the City for its approval thereof three (3) months from the date of the City's approval of Approved Schematics. If the City disapproves such drawings and specifications because such drawings and specifications are not consistent with the Redevelopment Documents, the Developer's Proposal or the Approved Schematics, within thirty (30) days after notice thereof, Developer shall submit revisions of such disapproved Design Plans with all deficiencies corrected. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Design Plans."

(d) Subject to Permitted Delays, on or before one (1) month prior to the beginning of construction specified in Paragraph 2 below, the Developer shall deliver to the City a copy of the then current draft of the commitment or commitments and related documents Developer anticipates entering into with an institutional lender or lenders or other sources of permanent and interim financing of the Development Costs which lenders are to be satisfactory to the City. In addition, at the same time, Developer shall give to the City a written budget setting forth the projected and anticipated Development Costs in detail and showing the sources of funds to pay such costs. The commitment or commitments and other financing and budget documentation referred to in this Paragraph 1 shall be in form and content satisfactory to the City and shall be in the amount of the Development Costs less the equity described below. Developer shall furnish to the City evidence that it has all

"equity" or binding commitments for the "equity" (i.e. the amount of the Development Costs less the amount of the financing) required. Such evidence of the equity shall be in form and content approved by the City and shall show that such equity is available in cash or other form or means acceptable to the City and is committed for use in the Site and Improvements. As used in this Agreement, the term "Evidence of Financing" refers to such lender's commitments and financing documents, the budget and evidence of the availability of equity. Any binding agreements for the financing of the Development Costs shall be substantially in accordance with the Evidence of Financing and true copies of all such agreements shall be given to the City by Developer as such are entered into.

(e) Any drawings, plans or specifications, required to be submitted to the City for its approval pursuant to this Paragraph 1 shall be approved or disapproved by the City within thirty (30) days of the receipt thereof by the City, and with reference to Evidence of Financing also required by this Paragraph 1, such shall be approved or disapproved by the City within ten (10) days of the receipt thereof by the City. If the City disapproved any such drawings, plans or specifications or Evidence of Financing, it shall state its reasons in a written statement delivered to Developer. Failure to give such written disapproval within the periods specified above in this Subparagraph (e) shall be deemed approval by the City. In the event the City approves any such plans, specifications and Evidence of Financing, upon written request of the Developer, the City shall provide confirmation thereof; and if the City has not responded thereto within the period specified above in this Subparagraph (e), upon a written request of the Developer, the City shall acknowledge in writing that it did not respond.

(f) Any approvals made by the City of the schematic drawings or the Design Plans are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the City pursuant to the Agreement constitute approval of the quality or the safety of the Improvements.

2. Schedule of Construction.

Developer covenants and agrees, subject to Permitted Delays, that it shall promptly begin and diligently Complete the construction of the Improvements on or before the dates specified below in this Paragraph 2:

(a) Work on the Improvements shall begin not later than the 1st day of the eighth (8th) month after the later of either (i) adoption of the Planned Development or (ii) the date of this Agreement.

(b) The Improvements shall be Completed on or before the first (1st day of the twenty-fifth (25th) month after the date that the work on the Improvements begin.

3. Improvement in Public Right-of-Way.

Developer shall make the following Improvements in the public right-of-way adjacent to the Site:

New sidewalks, curbs and gutters in Lake and Dearborn Streets. Sidewalk vaults shall be filled unless Developer by a separate license obtains permission to use such vaults.

4. Planned Development.

Not later than thirty (30) days after the date hereof the Developer shall make application for a Planned Development for the Site in the form of Exhibit "D" attached hereto (the "Planned Development") in accordance with the procedural requirements of the zoning ordinance of the City. The Commissioner shall, as promptly as reasonably possible, take all appropriate steps by way of recommendations and advice to the City's Plan Commission and City Council consistent with the provisions of such zoning ordinance to have the Planned Development adopted. Such Planned Development shall be finally and effectively adopted not later than March 15, 1986. The Commissioner shall cooperate in any proceedings for such Planned Development and shall make witnesses available and furnish information in the records of the City required therefor. Provided, however, in the event that the Plan Commission of the City has not approved such Planned Development by the last day of the fourth (4th) month after the date hereof or the City Council of the City has not adopted such Planned Development by March 15, 1986, the Developer shall have the right to terminate this Agreement and all of the Developer's obligations under this Agreement; provided further, in the event of such termination, the Developer must abandon the project contemplated by this Agreement and shall not attempt to construct any Improvements on the Site without first entering into a subsequent redevelopment agreement with the City.

5. Contributions.

Developer shall make contributions to the City described in Exhibit "E" attached hereto.

6. Barricades.

Prior to commencing any work to the Improvements requiring barricades, the Developer shall install barricades of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Paragraph 6 are removed with the approval of the Commissioner, the Commissioner shall retain the right to approve: (i) the maintenance and appearance thereof, (ii) the color scheme and painting thereof and (iii) the nature, type, content and design of signs thereon, which shall include appropriate references to the project and the City's participation in the Development of the Site.

7. Completion Certificate.

At Completion of the construction of the Improvements in accordance with this Agreement, and after the Developer's Completion of the items required by Paragraphs 3 and 5 above, upon the written request of Developer, the City shall furnish Developer and any mortgagee permitted under Paragraph 9 below with an appropriate instrument certifying that the work has been Completed and the other obligations of Developer to be performed on or prior to such certification are satisfied ("Completion Certificate"). The Completion Certificate from the City shall be the conclusive determination that Developer has satisfied the requirements in this Agreement and the Covenant with respect to the

obligations of Developer to construct the Improvements and to perform Developer's other obligations under this Agreement to be performed prior to such certification and shall expressly so state. Such certificate shall not affect any obligation of the Developer to be performed after the date thereof such as (by way of illustration and not limitation) the Equal Opportunity Plan and the Linked Development Program referred to in Paragraph 12 below or the performance of any agreement or commitment with or to the City concerning any in-kind contributions referred to in Paragraph 5 above. The Completion Certificate shall be in recordable form and shall release the City's liens reserved to it pursuant to Paragraph 15(b) below. If the City shall refuse or fail to provide the Completion Certificate, the City shall, within thirty (30) days after written request by the Developer, provide Developer with a written statement indicating how Developer has failed to Complete the work or otherwise comply with this Agreement or the Covenant. Failure of the City to respond in writing to a request of the Developer for a Completion Certificate shall be deemed to be acceptance of the Improvements and other required matters as complete as though the City issued a certificate. Any certification made by the City pursuant to this Agreement or the Covenant with respect to the Improvements shall be for the sole purpose of confirming that Developer has complied with this Agreement and the Covenant and shall not be deemed an approval of the quality or safety of the Improvements or the work or that the Developer has complied with any applicable law or ordinance.

8. Assignability and Transfer.

Until the City issues the Completion Certificate, neither Developer nor any of its or their members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its or their interest in the Developer nor assign, lease, (except for Leases made in the ordinary course of business other than to persons described in Paragraph 11 below), transfer or convey any right, title or interest in the Site, Improvements or any Lease, nor any of its or their rights, duties or obligations under this Agreement, (such proposed assignments and conveyances prior to the issuance of the Completion Certificate are hereinafter referred to as "Proposed Transfer") without the prior written consent of the City being first obtained. Proposed Transfers also include, but are not limited to, admitting additional partners, permitting shares of stock to be issued to additional shareholders, creating new beneficiaries or permitting other persons to obtain an interest in Developer or its or their members or partners; provided, however, so long as an assignee, lessee, grantee or transferee under a Proposed Transfer, is an investor only (such as, by way of illustration and not limitation, a limited partner, a shareholder or a joint venturer which is also an institutional lender to the Developer) and is in addition to the Developer, its members, partners, shareholders or principals described in Exhibit "F" attached hereto and shall not be in the active management and direct control of the construction and development of the Improvements, the City may withhold consent to any such Proposed Transfer only if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 11 below from having an interest in Developer, the Site or the Improvements of this Agreement but shall not otherwise withhold its consent. In the event that after a Proposed Transfer is consummated, all of the Developer's principals identified on Exhibit "F" attached hereto will not be in active management and directly or indirectly control the construction and development of the Improvements or if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 11 below from having an interest in Developer, the Site, the Improvements or this Agreement, the City may withhold its consent to such Proposed Transfer in its sole discretion. The City shall grant its consent or, in writing, specify the

reasons for withholding its consent to any Proposed Transfer within twenty-one (21) days after receipt from the Developer of documents disclosing the names of the parties interested, directly and indirectly, in such Proposed Transfer and copies of the proposed instruments of assignment, lease, transfer, conveyance, admitting additional partners or issuing shares of stock to new shareholders. Such documents disclosing such names shall be in accordance with and on forms meeting the requirements of the City. If the City fails to respond to any request for such consent within such twenty-one (21) day period, such failure to respond shall be deemed a consent to the proposed assignment, lease, transfer, conveyance, additional partner or additional shareholder. In the event the City fails to respond, upon written request of the Developer, the City will give Developer a written acknowledgement that it received such a request for a consent and failed to respond thereto. As used herein, the term "active management" and direct control" means that the individual or entity is actively involved in the affairs of the developer, partakes in making substantial decisions and is involved in the over-all supervisions of the enterprise; it does not require day-to-day participation in these activities; provided, however, an assignee, lessee, grantee or transferee shall not be in "active management" or direct control so long as the principals indentified in Exhibit "F" attached hereto are in direct or indirect management of the affairs of the Developer. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Site, the Improvements, the Developer or the Agreement, whether or not consented to by the City (including, but not limited to any condominium association created to manage and administer all or any portion of the Site or Improvements), shall hold interest subject to and be obligated in accordance with the terms and provisions of this Agreement. Notwithstanding the provisions of this Paragraph 8, the Developer may: (i) mortgage the Site and the Improvements as provided by Paragraph 9 below and (ii) partners of Developers disclosed to the City may make transfers among themselves. Further, in the event of the death or incapacity of any of the individual members, partners, beneficiaries or shareholders of the Developer or the persons identified on Exhibit "F" attached hereto, any transfers caused by reason thereof shall be consented to by the Commissioner unless the recipient shall be in violation of Paragraph 11 below, in which event, such recipient shall have a reasonable time to sell or transfer his or her interest or otherwise cure the conflict, and upon such transfer or cure, the parties shall not be in default under this Agreement.

9. Limitations Upon Mortgages.

Prior to the City giving the Completion Certificate:

(a) Developer shall not engage in any financing or any other transaction creating any mortgage, other encumbrance (such as, but not limited to, a "sale and leaseback") or lien upon or security interest in the Site or the Improvement Cost, or any part thereof, except for the purposes of obtaining funds in an amount not greater than the amount anticipated to be expended for the Development Costs. Under this Agreement, the period of time taken by such holder to acquire such title shall be considered as a Permitted Delay and the requirements of this Agreement shall be delayed accordingly.

(b) No funds disbursed under any such mortgage, other encumbrance, lien or security interest (a "Mortgage") shall be used for any purpose other than Development Costs.

10. Rights/Obligations of Mortgagees.

(a) Notwithstanding any of the provisions of this Agreement, the holder of any mortgage permitted by Paragraph 9 [including any holder or its nominee who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or deed or other act in lieu thereof, but not including (i) any other party who thereafter obtains title to the Site or such part from or through such holder or (ii) any other developer at foreclosure sale other than the holder of the mortgage itself] shall not be personally obligated by the provisions of this Agreement to do the work or Complete the construction of the Improvements or to guarantee such construction or Completion, nor shall any covenant or any other provision in the covenant be construed to so obligate such holder or nominee. Except as expressly provided by Subparagraph (f) below nothing in this Paragraph 10 or any other provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any use or occupancy or to construct any improvements thereon, other than the use, occupancy, construction, work or Improvements provided or permitted in the Redevelopment Documents and this Agreement nor constitute a Permitted Delay or extension of any time limit provided in this Agreement. Nothing in this Paragraph or in this Agreement shall be construed to release the Site or the Improvements from the liens in favor of the City provided in this Agreement unless and until the amounts thereof are fully paid to the City.

(b) Whenever the City shall deliver a notice or demand to Developer with respect to any breach or default by Developer of Developer's obligations or covenants hereunder, the City shall at the same time forward a copy of such notice or demand to any Mortgagee whose address has been given in writing to the City by Developer.

(c) After such default referred to in Paragraph 10(b) above, each Mortgagee shall (insofar as the City is concerned) have the right, at the Mortgagee's option, to remedy such default (to the extent that it relates to that part of the Site covered by the Mortgage of such Mortgagee) and to add the cost thereof to the Mortgage; provided nothing herein or in Paragraph 10(d) below shall permit the Mortgagee without the prior written consent of the City to continue any construction in violation of any provision hereof beyond the extent necessary to conserve or protect Improvements already made. Any Mortgagee exercising its option referred in this Subparagraph (c) shall have not less than sixty (60) days after the Mortgagee's receipt of the City's notice of default referred to in Subparagraph (b) above to remedy such default. Furthermore, as to defaults which, by their nature, a Mortgagee cannot cure until it possesses the Site, the City will not terminate the Agreement if the Mortgagee has notified the City that the Mortgagee will cure such default and, thereafter, the Mortgagee commences foreclosure proceedings within sixty (60) days from receipt of the City's notice of default referred to in Subparagraph (b) above. Any such Mortgagee must diligently pursue its foreclosure and, after such Mortgagee is placed in possession of the Site, such Mortgagee must commence such cure within sixty (60) days after it obtains such possession and diligently pursues such cure until Completion.

(d) It is understood and agreed that the Mortgagee shall have the option to complete the work of Improvements covered by its Mortgage in the event of a default under its Mortgage. The prohibitions stated in Paragraph 8 above shall not apply to or preclude a Mortgagee (or such Mortgagee's successor or assigns) from acquiring title to that portion of

the Site and Improvements covered by its Mortgage or subsequently effecting any sale or conveyance thereof without the City's prior consent provided that the requirements of Paragraph 11 below are not violated.

(e) The term "Mortgagee" as used in this Agreement shall mean and include:

(i) the holder of any construction or permanent mortgage, deed of trust, trust deed or any such other instrument of indebtedness constituting a Mortgage or other consensual lien on the Site, any portion thereof, the Improvements or any portion thereof including legal or beneficial interests held by way of collateral assignment or

(ii) any purchaser of an equity interest in the Developer (or a partnership to which Developer conveys its interest in the Site, any portion thereof, the Improvements or any portion thereof) for the purpose of financing Development Costs and such holder's or developer's representatives, successors and assigns.

Subject to the limitations set forth in Paragraph 9 above, a permitted transfer shall include any conveyance, transfer or assignment to a Mortgagee, including, without limitation, a "sale and leaseback" and any instrument or indebtedness constituting a Mortgage or other consensual lien on the Site, or any portion thereof, the Improvements or any portion thereof including legal or beneficial interests held by way of collateral assignment and any transfer permitted in Paragraph 10(d) above.

(f) Under this Agreement, the period of time taken by such holder to acquire such title shall be considered as a Permitted Delay and the requirements of this Agreement shall be delayed accordingly.

11. Conflict of Interest/City Liability.

Prior to the City's issuing a Completion Certificate, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Site, the Lease, the Improvements, the work, the Developer or Affiliates of Developer; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity in which he or she is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to Developer or an Affiliate of Developer or any successor in interest, to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

12. Equal Opportunity and Linked Development.

Developer, for itself and its successors and assigns, agrees to:

(a) comply with the affirmative action/equal opportunity/minority business plan, the terms of which are set forth in Exhibit "G" attached hereto,

(b) comply with Federal and State of Illinois Equal Employment and Affirmative Action statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and regulations promulgated pursuant thereto; and

(c) participate in and contribute to the development of local projects in areas of the City of Chicago other than the Central Business District in accordance with the plan attached hereto as Exhibit "H".

13. Covenants for the Site.

Prior to the City's issuing a completion certificate, all parties having an interest in the Site or the Improvements shall execute and deliver to the City a written Covenant (the "Covenant") in form and content specified by the Commissioner which Covenant shall provide: that Developer, Developer's Affiliates and successors and assigns shall from the date of this Agreement and for a period of 40 years from the recording of the Covenant with reference to the Site do as follows:

(a) devote such portion of the Site and the Improvements thereon only to the uses set forth in the Redevelopment Documents; provided however, that the portion of the Improvements at grade level fronting on Couch Place shall only be used for retail uses;

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of such Improvements or any part thereof;

(c) be subject to the rules and regulations of a theater row association (or other entity designated by the Commissioner organized for the purpose of administering and maintaining "Theater Row") providing for the operation, use and maintenance of the retail areas of the Site fronting on Couch Place and those portions of the Improvements located thereon and pay assessments made by such association of other entity for the maintenance and other expenses of such "Theater Row", which such rules and regulations, by laws, charter and provisions making assessments at the time of the creation of such organization or association shall be subject to the Developers and mortgagees permitted under Paragraph 9 above, approval which shall not be reasonably withheld or denied;

(d) grant to the City or to the association referred to in Subparagraph (a) above an easement, in form and content acceptable to the Commissioner, to attach a canopy and marquee along the south wall of the Improvements; and

(e) consent to the closing of Couch Place as a public right-of-way.

14. Duration of Covenants.

It is intended and agreed, and the Covenant shall so expressly provide, that the covenants and agreements provided in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns.

15. Termination for Default/Liquidated Damages.

(a) If the other party shall have defaulted in any material respect in its covenants, agreements and obligations under this Agreement prior to the final and effective adoption by the City of the Planned Development, the party not in default shall have the right to terminate this Agreement by notice to the other party, which right shall be the sole remedy of the party not in default. Such notice shall specify the default and give the party in default at least thirty (30) days to cure the default, and such notice shall be given to any mortgagee whose address has been provided by one party to the other party. After the final and effective adoption by the City of the Planned Development: (i) if the City is the party in default and fails to cure such default, the Developer's sole and exclusive judicial remedy shall be an action for specific performance, injunction or declaratory judgment, and the Developer shall have no other judicial remedies in law or equity against the City; and (ii) if the Developer is the party in default and fails to cure such default, subject to the limitations of Subparagraph 17 (i) below, the City's right to liquidated damages provided below does not limit or diminish the City's right to specific performance, injunction, foreclosure, declaratory judgment or judicial remedies in law or equity. Notwithstanding the provisions of this Paragraph 15, if any default is of a nature that it cannot be cured within thirty (30) days of the notice of such default and if the defaulting party begins to cure such default within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary to cure such default so long as the defaulting party diligently proceeds therewith. As used in this Agreement, the term "in default", when the party in default is the Developer, shall mean that: (i) the Developer has failed to pay, observe or perform any one of the material terms, covenants or conditions or obligations required of the Developer under this Agreement, (ii) the Developer is in default (after expiration of applicable cure periods) under a mortgage or any security agreement being a lien or encumbrance on the Site or a portion thereof, (iii) the Developer has filed a bankruptcy Petition or other action seeking reorganization, arrangement, composition, readjustment, liquidation, or the dissolution of the Developer, (iv) the Developer has filed for any other relief of the same or different kind under any provision of any Federal Bankruptcy law or state statute for the benefit of debtors or if such is filed against the Developer, such is not dismissed within sixty (60) days of such filing, (v) the Developer has filed, admitted or been adjudicated a bankrupt or insolvent, (vi) the Developer has made or given an assignment for the benefit of creditors, whatever the form of such assignment, be it by deed, mortgage, trust deed, assignment or otherwise, (vii) a receiver, trustee, guardian, conservator, or liquidator has been appointed for or employed by the Developer with respect to all, or substantially all, of its property or assets, or (viii) the Developer has abandoned the Site or the redevelopment project contemplated by this Agreement; provided however, with reference to subparagraphs (ii) through (viii) any such default shall not be asserted by the City against a mortgagee or its successor permitted by Paragraph 10 above diligently pursuing its rights under its security agreements and this Agreement. Notwithstanding any other provision of this Agreement, neither party may terminate this Agreement after the City issues a Completion Certificate.

(b) Subject to Permitted Delays and Subparagraph 17(i) below, if the Improvements are not Completed on the date specified in Paragraph 2 above, then Developer shall pay to the City Five Hundred Seventy-five Dollars (\$575) for each day thereafter that such Improvements are not so Completed as liquidated damages for such default. All such payments shall be liquidated damages for such default to compensate the City for the loss of benefits to the City by reason of such Improvements not being Completed. Such

liquidated damages shall be paid on the last day of each month during which such damages accrue. By entering into this Agreement the City shall have a lien on the Site and the Improvements to secure such possible liquidated damages: provided however, upon request of any mortgagee permitted under Paragraph 9 above, the City shall subordinate any amount of such lien to the lien of such mortgagee. Any such lien securing possible liquidated damages in favor of the City must be foreclosed within the earlier of: (i) seven (7) years of the date hereof, or (ii) one hundred twenty (120) days after the demand of the then owner or mortgagee permitted by Paragraph 10 above: if such lien is not so enforced within such period, the lien shall lapse and no longer be enforceable. The parties acknowledge that the amount and extent of the damages suffered by the City upon the failure of the Developer to Complete the Improvements as provided in this Agreement would be incalculable. Accordingly, to compensate the City for the lost tax revenues, lost employment and other losses if Developer defaults under this Agreement, the parties agree that the liquidated damages specified in this Paragraph 15(b) are fair and reasonable compensation to the City for any and all damages it may suffer and that such liquidated damages are not a forfeiture or penalty.

16. Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City:

Commissioner,
Department of Planning
Room 1000
City Hall
Chicago, Illinois 60602

with a copy to:

Corporation Counsel
City of Chicago
City Hall
Chicago, Illinois 60602

If to the Developer:

208 S. LaSalle Street
Suite 1630
Chicago, Illinois 60604

with a copy to:

Charles L. Edwards or
Theodore J. Novak
Rudnick & Wolfe
30 N. LaSalle Street
Chicago, Illinois 60602

Any notice shall be deemed delivered three days after the mailing thereof. Either party may at any time change the addresses for notices to such party by mailing a notice as

aforesaid. Such change shall be effective five (5) days after the mailing of the notice changing the address.

17. Additional Covenants.

In addition, the parties agree as follows:

(a) Approvals. The City (and the Commissioner acting for the City) and the Developer shall not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement, the Covenant and that any such consent or approval shall not be unreasonably delayed or qualified, and if such consent or approval is denied, the reasons therefor shall be promptly specified in writing. The Commissioner or other person designated by the Mayor shall act for the City in making all approvals, consents, granting the Certificate of Completion, accepting in-kind contributions referred to in Paragraph 5 above or otherwise administering this Agreement for the City.

(b) Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the earlier termination of this Agreement, shall survive such termination.

(c) No Third Party Beneficiaries. The approvals given by the City pursuant to this Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Developer, the mortgagee or other lien holder permitted by Paragraph 9 above, and their successors in interest in the Site and no other person or party may claim the benefit of such approval or certificate or any of the provisions hereof.

(d) No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

(e) Incorporates All Agreements. This Agreement and the Developer's Proposal incorporate all agreements and understandings of the parties concerning the Site. Each party acknowledges that no representations or warranties have been made which are not set forth in this Agreement or in the Developer's Proposal. Developer acknowledges that it has inspected the Site and the adjoining public right of way and that, except as expressly set forth in this Agreement, it is not relying on any representation or undertakings from the City or anyone claiming to represent the City with respect thereto.

(f) Time is of Essence. Time is of the essence of this Agreement.

(g) Effect of Permitted Delays. In the event a party suffers a Permitted Delay, the party asserting such delay shall give written notice thereof to the other party within twenty (20) days of the commencement of such delay. Unless such notice is given, the claim for any such delay shall be deemed waived, but such waiver shall be only for the term preceding the notice. In case of a continuing Permitted Delay, only one such notice is required. Upon giving notice in accordance with this Paragraph, the party suffering a Permitted Delay may postpone that party's obligations under this Agreement for a period equal to the duration of the Permitted Delay. After a Mortgagee files a foreclosure action, such Mortgagee shall have the right to give notice of any such Permitted Delay.

(h) No Limitation on the Police Power. No provision, covenant or term of this Agreement shall limit or reduce the right or power of the City to exercise its police power or enforce its building codes and other ordinances.

(i) Limitation of Developer's Liability. Except for fraud or misrepresentation, the liability of Developer hereunder (and under any other instrument executed by Developer in connection with the transactions contemplated herein) is limited solely to the assets and property of Developer. Except for fraud or misrepresentation, no partner of Developer, or any such partner's separate property, shall be personally liable for any claim arising out of or related to this Agreement or any transactions contemplated herein. A deficit capital account of a partner of Developer or rights of contributions among the Developer and its partners shall not be deemed to be an asset or property of Developer.

Tax Increment Financing:

(a) The City and the Developer agree:

(i) that for the purposes of this Agreement the total minimum assessed value ("Minimum Assessed Value") of the Site and the Improvements are shown on Exhibit "I" attached hereto for the several years as noted on that exhibit, and

(ii) that the real estate taxes derived from the Site and the Improvements arising from all tax rates of the various taxing districts are estimated to be as shown in Exhibit "J" attached hereto.

(b) With reference to the assessment of the Site and the Improvements or any part thereof, except as provided herein, the Developer shall not for any year referred to in Exhibit "I":

(i) apply for, seek, or authorize any exemptions from the imposition or paying of any or all real property taxes extended for collection against the Minimum Assessed Value, without first obtaining the prior written approval of the Commissioner,

(ii) directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit "I" attached hereto,

(iii) apply for, seek, or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of

such application or attempt; and the Developer does hereby consent to the City's or other taxpayer's appearance, and shall provide to the City or other taxpayer a reasonable opportunity to appear before any administrative and/or judicial body to contest or defend the assessed value against any such application or attempt to reduce such assessed value,

(iv) object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for 1986 and future years would produce real estate taxes for the Site and Improvements for any year in excess of taxes set forth in Exhibit "J" attached hereto, upon written notice to the City, the Developer may seek to lower the assessed values indicated in Exhibit "I" attached hereto or rates or equalization factors reflected in Exhibit "J" attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Improvements for such year below those specified in Exhibit "J" attached hereto.

Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the entire Project or applicable generally to property in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Developer shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such, and Exhibits "I" and "J" attached hereto shall be amended accordingly.

(c) The foregoing covenants (i) through (iv) in Paragraph 18(b) above shall be construed and interpreted as an express agreement between the Developer and the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and Improvements. This Agreement may be used by the City, in the City's discretion, as admission against the Developer's interest in any proceeding.

(d) If at any time for any of the years referred to in Exhibit "J", the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge shall be imposed upon the then owner of or on the Site and Improvements which new tax by its statutory language expressly replaces, in whole or in part, the general real estate taxes for the Site and Improvements, the amount of such new tax for each year shown in Exhibit "I" shall be included in and for the purposes of this Agreement, shall be considered as part of the general real estate taxes levied or assessed against the Site and Improvements for each such year.

19. City's Option to Pay Debt or Purchase Site.

In any case, where, subsequent to default by the Developer under this Agreement, the holder of any mortgage, trust deed or other similar instrument creating a security interest

lien on the Site or the Improvements or a part thereof (i) has under its mortgage, trust deed or other similar instrument, but does not exercise, the option to construct or complete the Improvements relating to the Improvement or part thereof covered by its mortgage, trust deed or other similar instrument and such failure continues for a period of sixty (60) days after the holder has been given written notice of such default by the City; or (ii) undertakes the completion of the Improvements but does not Complete such construction within a six (6) month period following the date for such Completion provided in this Agreement, and such default shall not have been cured within sixty (60) days after written notice thereof to such holder from the City so to do, the City shall (and every mortgage, trust deed or similar other instrument not held by the City made prior to completion of the Improvements or any part thereof shall expressly so provide) have the option of paying to such holder of such mortgage or other instrument the amount secured thereby and obtain an assignment of the mortgage, trust deed or other similar instrument and the debt secured thereby, or, in the event ownership of the Site or Improvements (or part thereof) has vested in such holder by way of foreclosure or action or deed in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Site or Improvements or part thereof (as the case may be) upon payment to such holder of the amount secured by such mortgage, trust deed or other similar instrument together with costs and interest at market rates if such mortgage, trust deed or other similar instrument has been foreclosed and interest under the mortgage, trust deed or other similar instrument has stopped accruing. Provided however, the option of the City provided in this Paragraph 19 must be exercised by the City within six (6) months after the expiration of the grace periods in this Paragraph 19 provided.

20. City's Option to Cure Mortgage Default.

In the event of a default by the Developer under any mortgage, trust deed or other similar instrument creating an encumbrance or lien upon the Site or the Improvements or a part thereof not held by the City, the City may at its option, exercised by written notice within thirty (30) days after such holder of such mortgage has given written notice of default, cure such default by entering the Site and performing the necessary construction work or paying the sum then due; in either case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law or otherwise, to reimbursement from the Developer of all costs and expenses incurred by the City in curing such default and shall have a lien upon the Site or the Improvements for such reimbursement: Provided, that any such lien of the City shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Site or Improvements authorized by this Agreement. Provided however, if during such thirty (30) day period following such notice from a holder referred to above in this Paragraph 20, such holder gives notice to the City that such holder will undertake to Complete the necessary work, and upon such notice of undertaking being given to the City by such holder and such work being Completed within a reasonable time, the City shall not enter into the appropriate portion of the Site or do such work.

21. Payment of Taxes.

(a) During the term of any mortgage or other lien permitted by Paragraph 9 above, the Developer

(i) shall arrange with the holder of such mortgage or other lien to have available in a tax impound account or otherwise out of the undisbursed loan proceeds or to deposit in a tax escrow with such holder a sum sufficient to pay the amount of taxes described in Exhibit "J" attached hereto accruing during such term and

(ii) provide to the City such mortgagee's or lien holder's written commitment, in form and content satisfactory to the Commissioner, to use such sum for the payment of the taxes indicated in Paragraph 18(a).

(b) From the end of the term of any mortgage or other lien referred to above in subparagraph (a) through the end of the fifteenth (15th) calendar year after Completion of the Improvements, Developer shall maintain each year a cash deposit with the City sufficient in amount so that thirty (30) days before the due date of any installment, funds have been so deposited to pay such installment. The City shall add to such deposit annually, interest at the average rate that it has received on its deposit accounts.

22. Performance Bonds/Insurance.

(a) The Developer shall require all general contractors under construction contracts for the Improvements to be bonded for their performance and payment by sureties having an AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee.

(b) When the Improvements are sufficiently complete so that they are insurable, if requested by the City and if available, at the option of the Commissioner, the Developer shall provide to the City an insurance policy or shall name the City as an additional insured under an insurance policy providing to the City a form of business interruption insurance or equivalent form of insurance giving coverage to the City against the risk that the Improvements are damaged or destroyed and as a result the tax assessments and tax payments set forth in Exhibits "I" and "J" attached hereto are reduced. Such coverage shall insure payment of the amount of taxes set forth in Exhibit "J" attached hereto in excess of the taxes actually paid after any such damage or destruction and shall be provided to the City on a periodic basis and renewed from time to time so as to prevent lapse of coverage through the last year shown on such exhibits as such year may be extended by the provisions of such exhibits. Such policies shall be in amount written by insurance companies, reinsured and in form and content all acceptable to the Commissioner. The City shall pay directly to the insurer or reimburse the Developer (within sixty (60) days of receipt of a bill therefor) for all premiums paid by the Developer for the aforescribed coverage.

In Witness Whereof, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

[Signature forms omitted for printing purposes.]

Exhibit A.

Legal Description of Site.

Lots 3 and 4 in Block 36 in the Original Town of Chicago in the South East Quarter (1/4) of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit B.

Description of Developer's Proposal.

Book entitled Proposal to the City of Chicago for the Development of the Theater District Self-Park dated September 6, 1985 comprised of eight (8) sections.

Exhibit C.

Approved Schematics.

Theater District Self Park
Schematic Plans

Submitted for Planning Department
Review and Approval

Drawing A-1, October 18, 1985
Drawing A-2, October 18, 1985

Prepared by: Stein & Company;
Hammond Beeby & Babka Architects; and
Conrad Associates East

[Exhibit D printed on pages 28763 through
28773 of this Journal.]

Exhibit "E".

Description of Contributions.

A. Special Building Facade

Lower floors of the building elevations fronting on Dearborn and Lake Streets will be clad with custom-designed precast panels articulated to reflect the scale, materials, colors and architectural rhythm of other structures within the District.

Approx. 27,600 S.F.

B. Participation in Development of Couch Place Pedestrian Link

(Continued on page 28774)

CITY OF CHICAGO

APPLICATION

EXHIBIT D

FOR

AN AMENDMENT TO THE ZONING ORDINANCE

This application must be typewritten and filed in quadruplicate. You will be advised of the date of the public hearing. Tremont Theatre Row Partnership

by its attorneys RUDNICK & WOLFE

1. Applicant (per Theodore J. Novak) Phone 368-4037

Address 30 N. La Salle Street, Chicago, IL Zone 60602-2590

2. Owner or Lessee Northwestern University, an Phone 491-7456
(Circle One) Illinois Corporation

3. What is the address of the property in which the applicant has an interest?

Address The site is generally bounded by West Lake Street on the North,
North Dearborn Street on the West, Couch Place on the South, and a line approx.
160.73 feet East of and approximately parallel to North Dearborn Street on the East

4. The present owner acquired legal title to the subject area on 1913
(date)

5. Boundaries of subject area: West Lake Street; North Dearborn Street, Couch Place;
and a line approx. 160.73 feet east of and approx. parallel to North Dearborn
Street

6. Present Zoning B7-7

7. Proposed zoning change Business Planned Development

8. Has the present owner previously rezoned this property? NO
When? N/A

9. Is subject property to be improved? If so, how and when? Yes. The subject property is
to be improved with self-park garage and retail use. The
development may include the operation of radio and television towers and/or
earth station receiving dishes.

10. What will be the actual use of the improvement? Non-accessory off-street parking,
and retail uses and such uses as are currently permitted or special
uses in the B7-7 zoning district including the reception of audio and visual signals
via the aforesaid radio or television tower, and/or earth station receiving dishes
all in accordance with the Redevelopment Agreement.

11. Is off-street parking being provided? YES

YES

(Over)

County of Cook }
State of Illinois } SS.

Theodore J. Novak, being first duly sworn, on oath deposes and says,
that all of the above statements and the statements contained in the documents submitted
herewith are true.

Theodore J. Novak

Tom Novak

Signature of Applicant

Subscribed and sworn to before me this

15th day of February 1985

Lorraine Ashley
Notary Public

My comm. exp. 10-28-89.

INTRODUCED BY: _____ Date _____

REFERRED TO:

FILE NO. _____

COMMITTEE ON BUILDINGS & ZONING _____

WARD NO. _____

REZONING STAFF _____

CHICAGO PLAN COMMISSION _____

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Central Business District symbols and indications as shown on Map No. 1-P in area bounded by

West Lake Street; a line 160.73 feet east of and parallel to North Dearborn Street; West Couch Place (a line 181.41 feet south of and parallel to West Lake Street); North Dearborn Street

to those of a Business Planned Development 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.

Applicant:
Tremont Theatre Row Partnership
c/o Stein & Company
208 South La Salle Street
Suite 1630
Chicago, Illinois 60602

BUSINESS PLANNED DEVELOPMENT
PLAN OF DEVELOPMENT

1. Legal title to that certain real property which is subject to the use and bulk restrictions of Business Planned Development No. _____, which property is legally described on the exhibit attached hereto and made part hereof (the "Property"), is held by Northwestern University, an Illinois Corporation, the contract-seller of the Property.

All required disclosures are contained within the Economic Disclosure Statement filed with the City of Chicago in accordance with applicable requirements. American National Bank and Trust Company of Chicago, as Trustee under Trust No. 63436 is the contract-purchaser of the Property. The sole beneficiary of said trust is the applicant, Tremont Theatre Row Partnership. Upon acquisition, the Property, will be held under single-ownership or control or under single designated control by said Trust, its beneficiaries or by Tremont Theatre Row Partnership, its affiliates, successors, or assigns.

2. This Plan of Development shall be contingent upon the execution of that certain "Redevelopment Agreement - North Loop - Tremont Garage" (The "Redevelopment Agreement") by and between the City of Chicago and the Tremont Theatre Row Partnership.

3. Retail and non-accessory off-street parking uses and such uses as are currently authorized as permitted or special uses by the terms of the Chicago Zoning Ordinance in the B7-7 Zoning District (as described in Sections 8.3-7(B) and 8.4-7 and associated sections referred to therein) shall be permitted upon the Property, including the operation of radio or television towers and/or earth station receiving dishes; provided, however, that the operation of said uses shall be in accordance with the provisions of the Redevelopment Agreement.

4. The applicant, its affiliates, successors, assigns or grantees shall obtain all official reviews, approval and permits necessary to implement the development of the Property.

5. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way necessary to implement development of the Property shall require a separate submittal on behalf of the applicant, its successors, assigns or grantees, and approval by the City Council.

6. Accessory off-street parking and accessory off-street loading shall not be required upon the Property.

7. Any firelane, service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas.

8. The height of each building located upon the Property and any appurtenances attached thereto shall be subject to:

- (a) Height limitations as certified on Form FAA-177 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and
- (b) Airport Zoning Regulations as established by the Department of Development and Planning, Department of Aviation, and Department of Law and approved by the City Council.

9. Business and business identification signs may be permitted upon the Property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals. Sign advertising products or services which products or services are not located upon the Property shall not be permitted. Signs described by Chapter 86, Section 86.1-11 of the Chicago Municipal Code shall require City Council approval in the manner described therein.

10. The development of the Property shall be subject to the Bulk Regulations Data attached hereto and made part of this Plan of Development.

11. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and

Procedures in Relation to Planned Developments" promulgated by the Commissioner of the Department of Development and Planning.

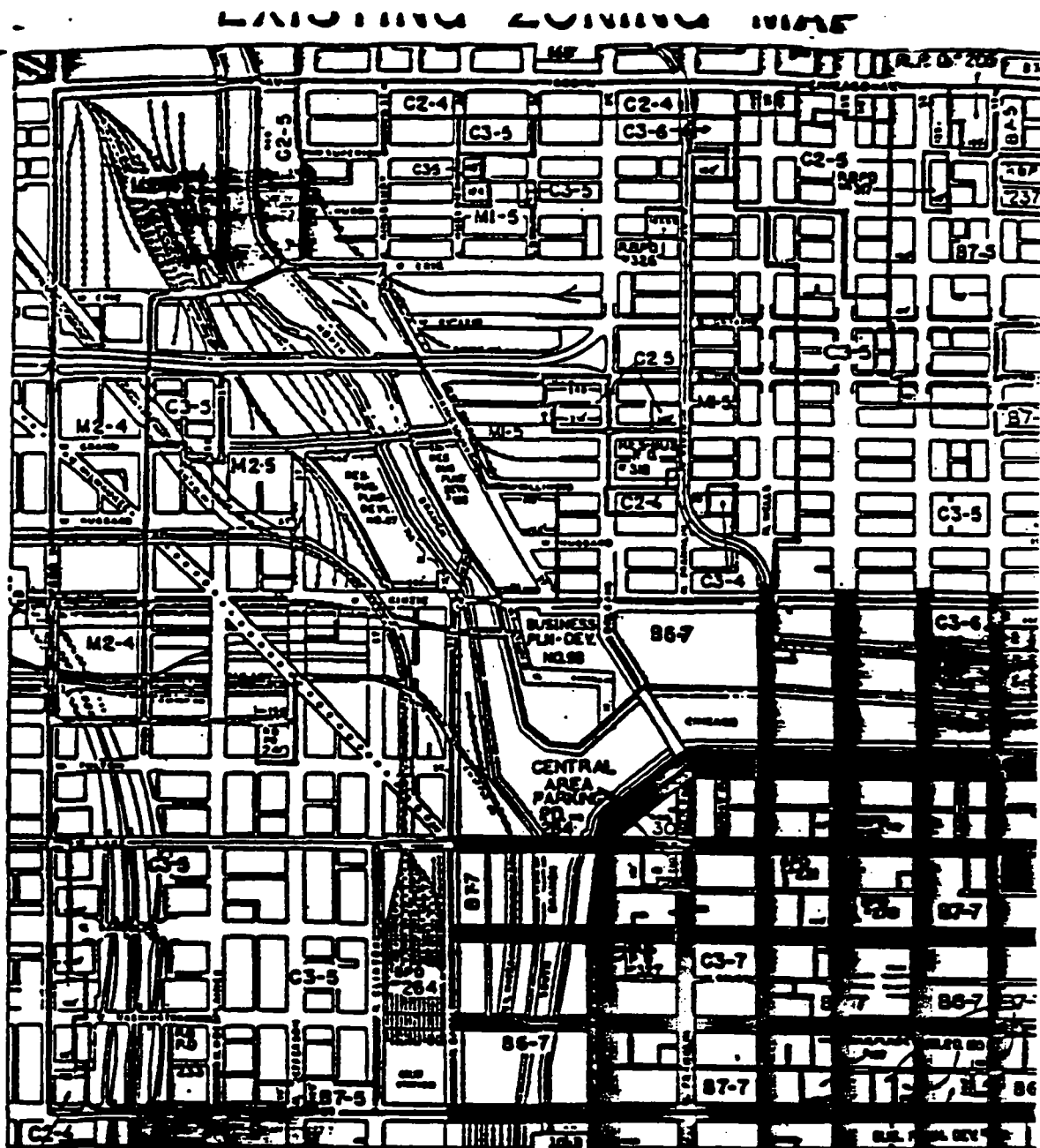
LEGAL DESCRIPTION

Lots 3 and 4 in Block 36 in the original Town of Chicago in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PLANNED BUSINESS DEVELOPMENT BULK REGULATIONS DATA

for that certain property located generally between West Lake Street, North Dearborn Street and West Couch Place in Chicago, Illinois

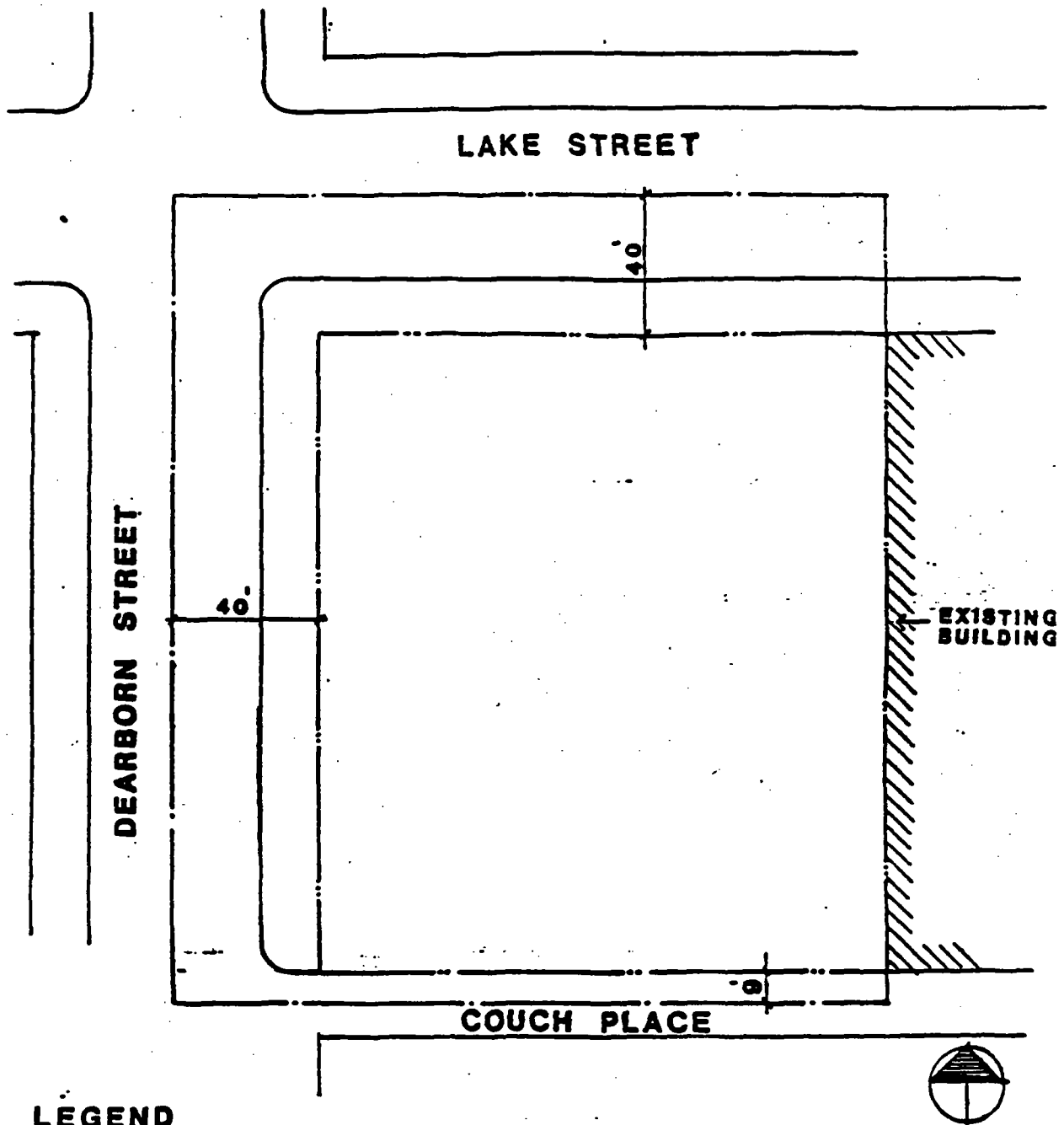
Net Site Area:	29,120.20 square feet (.668 acres)
Permitted Uses:	Retail uses, non-accessory off-street parking uses and such uses as are currently permitted or special uses within the B7-7 Zoning District (including the operation of radio or television towers and/or earth station receiving dishes); provided, however, the operation of such uses shall be in accordance with the provisions of the Redevelopment Agreement
Maximum Floor Area Ratio:	16.0
Maximum Percentage of Site Coverage:	100%
Minimum number of off-street parking spaces:	-Garage: 900 (non-accessory only) -Retail & other uses (other than parking garage): None
Minimum number of loading berths:	None
Minimum Setbacks:	Zero feet
Maximum Floor Area devoted to retail use and other uses (other than parking garage):	12,000 square feet
Gross Site Area Calculations:	
Net Site Area	29,120.20 square feet
Approximate Area to Remain in Public Right-of-Way (West Lake Street, North Dearborn Street and West Couch Place)	<u>17,090.55 square feet</u>
Approximate Gross Site Area	46,210.75 square feet

**LEGEND****PREFERENTIAL STREETS****PLANNED DEVELOPMENT****APPLICANT:**

TREMONT THEATRE ROW PARTNERSHIP
208 South La Salle, Chicago, Illinois

ADDRESS:**DATE:**

November 19,

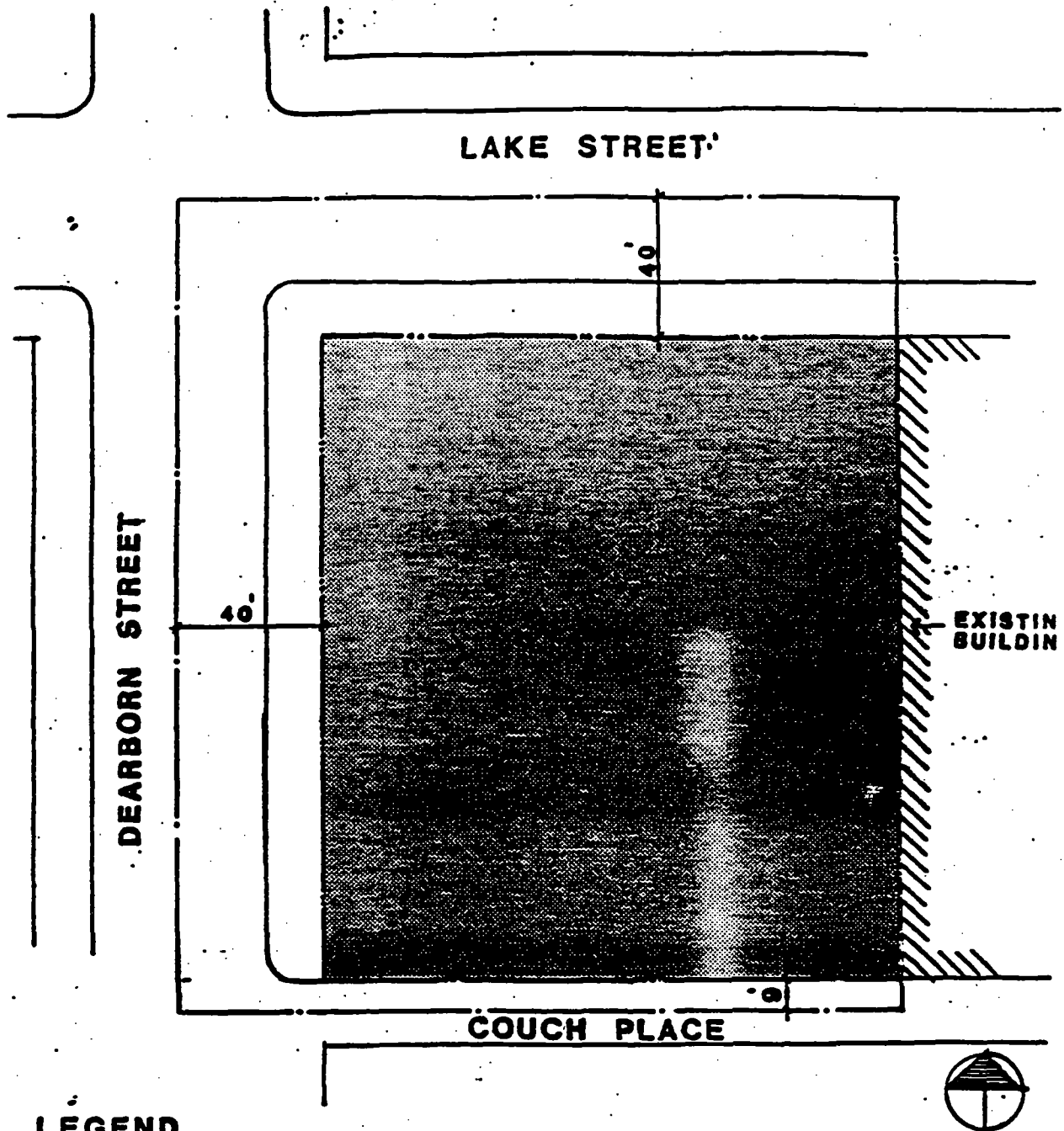
BOUNDARY AND PROPERTY LINE MA**LEGEND**

- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY (including right-of-way adjustment)

APPLICANT: TREMONT THEATRE ROW PARTNERSHIP
ADDRESS: 208 South La Salle, Chicago, Illinois

DATE:
November 19, 1985

GENERALIZED LAND USE PLAN



LEGEND

PROPERTY LINE

PLANNED DEVELOPMENT BOUNDARY (including right-of-way adjustment)



Retail, non-accessory parking and such other uses permitted by the Plan of Development

APPLICANT:

TREMONT THEATRE ROW PARTNERSHIP

ADDRESS:

208 South La Salle, Chicago, Illinois

DATE:

November 19, 1985

(Continued from page 28762)

Developer agrees to pay thirty-five percent (35%) of the costs required to develop and construct the "Theater Row" improvements in Couch Place and subsequent assessments of the association referred to in Paragraph 13(c) of the Agreement to which this Exhibit is attached; provided however the Developer's payment for such improvements will not exceed \$350,000 and will not be due until (i) other sources of funds are similarly committed to pay the balance thereof and others are similarly committed to pay the balance of subsequent assessments of the association referred to in Paragraph 13(c) of the Agreement to which this Exhibit is attached and (ii) construction of such improvements are about to commence under construction contracts therefor.

C. Deferred Retail Income

Approximately 2,300 S.F. of space would be constructed with the garage but remain unrentable until completion of "Theater Row" in Couch Place.

D. Lobby Design Consistent with Theater District

Special displays and posters from memorable musicals will be incorporated into the design of the elevator lobby spaces on each parking floor. The posters will be coordinated with graphics throughout the garage and with different show tunes played in each elevator lobby to remind patrons of the location of their car.

Exhibit "F".

Developer's Principals.

Richard A. Stein
Myron C. Warshauer
Stanley Warshauer
Richard A. Hanson

Exhibit "G".

Affirmative Action Plan.

Dated as of _____, 1985

By and Between
The City of Chicago and
Tremont Theatre Row Partnership

Policy Statement.

The City of Chicago is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remediate the adverse effects of historically exclusionary practices within the society, including the

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

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

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

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

The City recognizes that it is Partnership's intent to hire qualified, responsible bidders for the construction of the Improvements. The City agrees that it is not the purpose or intent of this Plan to impose upon Partnership or its contractors the obligation or require Partnership or its contractors to take actions which significantly affect the cost of the Improvements or any portion thereof (or the operation or management thereof) or result in a delay in completion of the Improvements, and it is further understood that Partnership or its Contractors (consistent with the obligation to exercise good faith required by this Plan)

shall be entitled to judge the qualifications of M.B.E./W.B.E. contractors utilized for the completion of the Improvements or the operation or management thereof.

1. Definitions.

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

- 1.1 "Agreement" means the contract between the City of Chicago and the Partnership dated as of _____, 1985, to which this Plan is appended.
- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanics, regardless of race; Asian-American and Pacific Islanders; American Indian or Alaskan native.
- 1.3 "Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled by one or more minority persons.
- 1.4 "Women Business Enterprise" ("W.B.E.") means a business that is owned and controlled by one or more women.
- 1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.
- 1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the possession and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.
- 1.7 An "Eligible" M.B.E. or W.B.E. Firm includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in §3.5 below.
- 1.8 "Goals" means the targets established in this agreement for M.B.E. and W.B.E. participation in the Project, or for minority and women employment in conjunction with the Project. Goals are not quotas, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable M.B.E. and W.B.E. participation and minority and women employment. The establishment of specific goals herein as to M.B.E. or W.B.E. participation or minority and women employment is not intended, and shall not be used, to discriminate against any business, contractor, subcontractor, applicant or employee. Failure to meet a goal will alert the Partnership that

further actions may be necessary, but shall not, by itself, establish that Purchaser has failed to use good faith efforts.

- 1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.
- 1.10 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.
- 1.11 "Local Business" means a business located within the corporate limits of the City of Chicago, and which has the majority of its regular, full-time work force located within the City.
- 1.12 "Person" or "Persons" includes any natural person, corporation, partnership, unincorporated association, or joint venture.
- 1.13 "Agency" shall mean the City of Chicago by its designee, initially the Department of Planning for all areas of administration of this Plan with the exception of certification procedures as provided in Section 3.5 hereof. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.14 "Contractor" means any person who has a contract with the Partnership (in which the parties do not stand in the relationship of an employer and an employee), which provides for any portion of the Partnership's obligation under the Agreement to be performed, undertaken or assumed. "Subcontractor" means any person who has such a contract with a contractor or with a subcontractor.
- 1.15 "Project" or "Development" means all design, construction and development of improvements required by the Agreement with the exception of the following areas of activity or cost:
 - (1) Brokerage
 - (2) Financing
 - (3) Management
 - (4) Syndication
 - (5) Accounting
 - (6) Legal Services
 - (7) Architecture

- 1.16 "Component" means one of the divisions of work described below whereby M.B.E. and W.B.E. participation goals and minority and women employment goals will be applied.
- 1.17 "Pre-Construction Component" means all architectural, structural engineering, mechanical and electrical engineering, and landscape architecture for the Project.
- 1.18 "Construction Component" means, but shall not be limited to, the performance during construction of:
- (1) Earth moving including shoring
 - (2) Demolition
 - (3) Concrete -- reinforced
 - a. Forms and fabrication
 - b. Reinforced steel
 - c. Placement of concrete
 - d. Finish concrete
 - (4) Masonary -- bricklayers, granite
 - (5) Structural steel
 - (6) Metal decking
 - (7) Miscellaneous metals
 - (8) Ornamental metals
 - (9) Carpentry -- rough and finish
 - (10) Moisture protection (roofing, etc.)
 - (11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
 - (12) Finish trades (other than tenant improvements)
 - a. Floors
 - b. Walls

- c. Ceilings
 - d. Lath and plaster
 - e. Partitions
 - f. Tile work
 - g. Painting
 - h. Wall coverings
 - i. Carpets
- (13) Vertical transportation
- (14) Mechanical trades
- a. Electrical
 - b. Plumbing
 - c. Fire protection
 - d. H.V.A.C.
- (15) Trash hauling and cleanup
- (16) Field administration
- (17) Water service
- (18) Office supplies
- (19) Security
- (20) Janitorial
- (21) Progress photos
- (22) Printing
- (23) Maintenance and mechanics
- (24) Fencing/scaffolding

(25) Final cleanup

(26) Equipment rental

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

1.19 "Post-Construction Component" means all of the activities and obligations of the Partnership for the project which apply for a period of 5 years subsequent to the issuance by the City of Chicago of the Completion Certificate for the Development.

2. Administration and Monitoring.

2.1 Partnership's obligation under this Plan is to make good faith efforts to comply with all provisions and meet all goals set forth herein. The Agency agrees to act reasonably and not arbitrarily in administering this Plan.

2.2 To facilitate and assure that good faith efforts are made, Partnership will assign an Affirmative Action ("A.A.") Officer to assist with the monitoring and implementation of this Plan. Partnership will provide adequate staff and support for its A.A. Officer to administer the Plan and act as liaison with the Agency.

2.3 The Partnership's A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by the Partnership on the Project. The A.A. Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the A.A. Officer shall include responsibility for the following:

- (a) Ensuring that all aspects of the Plan are properly implemented; that all employment and procurement practices of the Partnership are consistent with the Plan; and that all technical or procedural phases of compliance are met.
- (b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.
- (c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.

- (d) Reviewing and monitoring Contractor Affirmative Action Reports, including, if necessary, making periodic on-site inspections to insure reported numbers on minority and female participation and minority, women and Resident employees are reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.
 - (e) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of Partnership's Affirmative Action program and of its commitment to M.B.E. and W.B.E. participation and minority and women employment; and maintaining communications between the Partnership and relevant organizations as necessary.
 - (f) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.
 - (g) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Development, including with respect to: (1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors, and (4) obtaining certification from the City of Chicago.
- 2.4 The Agency shall designate an Affirmative Action ("A.A.") Coordinator operating under the auspices of the Department of Planning. The A.A. Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Partnership communications and Reports and transmitting Agency responses and other communications.
- 2.5 The Partnership shall require its contractors and subcontractors to furnish to its A.A. Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.
- 2.6 The A.A. Coordinator shall promptly review the Affirmative Action Reports submitted by the Partnership on a monthly basis during construction and on a quarterly basis during post-construction. The A.A. Coordinator shall forward such reports to the Commissioner of the Department of Planning. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within 30 days after receipt of the A.A. Reports regarding the results of the review and, if necessary, shall contact the A.A. Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, the A.A. Coordinator through the Commissioner of the Department of Planning shall report all negotiations regarding the adequacy of implementation of the Plan to

the Contract Compliance Officer of the City of Chicago. Failure of the A.A. Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.

- 2.7 The Partnership, through the A.A. Officer, in cooperation with the Agency, will develop two different Reports: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, identity of participating M.B.E. and W.B.E. firms; and actual numbers and percentages of minority and women employment in the Project; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken, further analysis of results and problems, if any, and suggested further steps if required. The short form Report will be submitted to the Agency's A.A. Coordinator on a monthly basis, and the Comprehensive Report on a quarterly basis, throughout the pre-construction and construction components.

*Minority and Women Business Enterprises
Participation Plan.*

3.1 Introduction

The following plan and goals are adopted by the Partnership for participation by minority and women business enterprises in the Development. The Partnership shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

3.2 Methods to Ensure M.B.E. and W.B.E. Participation

- 3.2.1 In making reasonable good faith efforts to meet the goals for M.B.E. and W.B.E. participation, the Partnership will request the assistance of the Agency's A.A. Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. The Partnership will make the M.B.E. and W.B.E. provisions and goals set forth in Section 3.2 and 3.3 of this Plan applicable as appropriate to all contractors and subcontractors in pre-construction and construction components of the Project; including appropriate provisions and goals for M.B.E. and W.B.E. participation in construction contracts let by Partnership, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all subcontractors must report to contractors, and all contractors must report to Partnership on a monthly basis, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

- 3.2.2 The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Partnership has made all good faith efforts, shall include the following:

- (a) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package.

- (b) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.E. and W.B.E.s
- (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Partnership's intent to encourage M.B.E. and W.B.E. participation in the project.
- (d) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining bonding and insurance.
- (e) Assisting, other than financially, M.B.E.s and W.B.E.s in submitting bids by offering Partnership's consultation.
- (f) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining certification.
- (g) Requesting the assistance of the Agency's A.A. Coordinator in identifying certified, pending and certifiable minority and women businesses for contracts, subcontracts and other purchases.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation:
 - (a) Chicago Urban League
 - (b) Chicago Economic Development Corporation
 - (c) Chicago United
 - (d) Illinois Department of Commerce and Community Affairs Small Business Office
 - (e) Minority Economic Resource Corporation
 - (f) National Association of Women Business Owners
 - (g) Alexander Grant & Company, Minority Business Development Center
 - (h) Association of Asian Construction Enterprises
 - (i) Black Contractors United
 - (j) Hispanic-American Construction Industry Association (HACIA)
 - (k) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies
 - (l) National Minority Suppliers Development Council, Inc.

(m) Chicago Regional Purchasing Council

- 3.2.2 If the Commissioner of the Department of Planning, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible or economically unreasonable to obtain M.B.E.s or W.B.E.s to perform sufficient work to fulfill the commitment stated in 3.3.2 hereof, a waiver of all or a portion of the goals may be granted.
- 3.3 M.B.E. and W.B.E. Participation Components and Goals.
- 3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) Pre- construction; (2) construction; and (3) post-construction.
- 3.3.2 The dollar goals for participation by eligible M.B.E.'s and W.B.E.'s in the Pre-construction and Construction Components shall be 25% M.B.E. and 5% for W.B.E. firms of the aggregate costs for such components, and 50% for Local Businesses.
- 3.3.3 To the extent practicable, the Partnership shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by M.B.E., W.B.E. Small Business and Local Business firms.
- 3.4 Additional Provisions Concerning Calculating M.B.E. and W.B.E. Participation.
- 3.4.1 In the event that less than 51% of a Joint Venture is owned by a non- M.B.E. or non-W.B.E partners or owners, the Partnership shall receive proportionate credit towards meeting the M.B.E. and W.B.E goals. For example, a 25% minority owned joint venture that receives a \$100,000 contract would entitle the Partnership to a \$25,000 credit.
- 3.4.2 Where an eligible M.B.E. or W.B.E. firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Partnership shall receive credit only for the portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm. Partnership shall receive credit for, and there shall not be excluded, dollars spent by an eligible M.B.E. or W.B.E. firm to purchase materials and supplies specific to this project from non-M.B.E. or W.B.E. firms.
- 3.4.3 Where a firm which is not M.B.E. or W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm or Local Business, the Partnership shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or Local Business. Partnership shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E firm or Local Business to purchase materials and supplies specific to this project from an M.B.E. or W.B.E. firm or Local Business.

- 3.4.4 The Partnership shall be considered to have made a reasonable good faith effort to implement the goals and requirements of the plan if the Partnership demonstrates to the Agency that there are not sufficient M.B.E.'s or W.B.E.'s reasonably or readily available to fulfill the requirements of this Plan. The reasons for which such determination shall be warranted shall include, without limitation the following:
- (a) Lack of a sufficient supply of Local Businesses and certified, responsible M.B.E.'s or W.B.E.'s (with respect to such characteristics as financial capacity and capacity to meet the requirements of the work) in the Chicago Metropolitan Area ("S.M.S.A.").
 - (b) Inability to obtain competitive prices from available Local Businesses, M.B.E.'s and W.B.E.'s in the S.M.S.A., based upon prevailing prices on the open market as determined by Partnership, provided that in all such cases there shall be submitted to the Agency a statement listing the name and bid amount of each person or firm bidding on the same portion or part of the contract as bid by such M.B.E.'s or W.B.E.'s or Local Businesses.
 - (c) Failure of available Local Businesses, M.B.E.'s or W.B.E.'s to submit bids with respect to particular aspects of the Project.
- 3.5 Agency Certification of Eligibility of Minority and Women Business Enterprises.
- 3.5.1 The Department of Purchases, Contracts and Supplies of the City of Chicago shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of, and certify if appropriate, any firms (identified by the Partnership or otherwise) who represent that they qualify as minority or women business enterprises. In either instance, the Department of Purchases, Contracts and Supplies shall certify each firm's (a) status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.
- 3.5.2 All requests for certification and additional information required, if any, should be submitted to the Director of the Office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's A.A. Coordinator. Upon request, the Agency shall advise the Partnership whether a proposed or bidding M.B.E. or W.B.E. firm has been previously certified within seven (7) working days by the City and, with respect to other firms, within fourteen (14) days that (a) a firm has been certified as any M.B.E. or W.B.E., or (b) that additional information is required in order to complete the certification process. If additional information is required, such shall be furnished by the applying firm within seven days after notification by the Department of Purchasing, and a final determination shall be made relative to certification within seven days after receipt of such additional information. In all cases, applying firms and the Partnership will receive at least preliminary certification

or denial -- upon which the Partnership may rely for the purpose of this Development and Plan -- within 28 days of initial application. If the Partnership has not received this preliminary determination within 28 days, then the proposed M.B.E. or W.B.E. firm shall be presumed to be an eligible firm for the purposes of this Plan. On request of the Partnership and applying firm the time for submission of additional information and Agency determination of eligibility shall be extended, in which case the presumption of eligibility shall not apply.

- 3.5.3 If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, the Partnership may seek to cure or correct the defect by whatever remedy is necessary. The Partnership's M.B.E. and W.B.E. contracts shall provide that all such contracts and subcontracts may be terminated if (a) the contractor's or subcontractor's status as M.B.E. or W.B.E. was a factor in the award of such contract or subcontract, and (b) the status of the contractor or subcontractor was misrepresented. In such event, the Partnership shall discharge the disqualified M.B.E. or W.B.E. and, if possible, identify a qualified M.B.E. or W.B.E. as its replacement.
- 3.5.4 The Partnership's minority and women business enterprise contracts shall require that all M.B.E.'s and W.B.E.'s report within 14 days to the Partnership's A.A. Officer, and justify, any changes in the ownership and control of the firm that occur during the duration of that contract. The Partnership shall promptly notify the Purchasing Agent and the A.A. Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E. firm.
- 3.5.5 Any disputes arising between Partnership and the City concerning the eligibility of M.B.E.'s or W.B.E.'s shall be resolved in accordance with the Dispute Resolution provisions contained in Section 5. The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

4. Minority and Women Employment Plan.

- 4.1 The following plan and goals are adopted by the Partnership for employment of minority and women workers in the Construction Component of the Development. During the construction of the improvements provided for in the Agreement, Partnership shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.
- 4.2 The goals for minority and women employment during the Construction component shall be 25 percent minority and 5 percent women employees. The employment goals for residents of the City of Chicago shall be 50%.
- 4.3 The Partnership may submit a written request for a waiver of all or a portion of such goals to the Commissioner of the Department of Planning who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.

- 4.4 The Partnership shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4.5 The Partnership will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations of advertisements for employees placed by or on behalf of the Partnership shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Partnership will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed in this Development so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 4.7 The Partnership will notify recruitment sources, and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Partnership will contact, or will require contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's responses:
- (a) Department of Planning.
 - (b) Mayor's Office of Employment and Training.
 - (c) Chicago Urban League.
 - (d) Chicago Economic Development Corporation.
- 4.8 The Partnership will ensure and maintain a working environment free of harassment, intimidation, and coercion at the Development, and in all facilities at which employees are assigned to work, and will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of affirmative action policy. The Partnership will use its best efforts to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities to ensure that E.E.O. policy is being implemented.
- 4.9 The Partnership will notify all contractors and use its best efforts to require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

In particular, Partnership will require substantially the following provisions in all construction contracts and subcontracts:

- (a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to identify and use minority men and women subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the contractor shall have a goal of subcontracting twenty-five percent (25%) of the work to M.B.E. enterprises and an additional five percent (5%) of subcontractors to W.B.E. enterprises. The contractor further agrees that upon the Partnership's request, it shall prepare in written form and send to the Partnership, a minority and women head count for its total work and subcontractors employed.
- (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.
- (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.
- (e) The Contractor agrees to use its best efforts to insure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to the Partnership as often as may be required by the Partnership its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.
- (f) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Partnership as often as may be required by the Partnership. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.

- (g) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to the Partnership as often as may be required by Partnership.
- (h) The Contractor agrees to make and submit to the Partnership manpower utilization reports including the hours worked on the Project by minority and women employees and by City residents as often as may be required by Partnership.
- (i) Meetings of Partnership's and Contractor's supervisory and personnel office employees will be conducted as required by Partnership, at which time affirmative action policy and its implementation will be reviewed and explained.
- (j) The Contractor agrees to comply with all applicable federal, state, and local requirements governing minority and women business enterprise utilization and minority and women employment.
- (k) During the contract period, the Contractor will maintain and make available to the Partnership documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, and actual dollar amount of contract award.
- (l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Partnership as often as may be required by the Partnership.
- (m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
- (n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work.
 - (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this contract and shall deliver copies of such notices of Partnership,

- (2) Prior to the beginning of the Work, the Contractor will notify all trade union of its desire to receive referrals of qualified minority and women individuals.

5. Dispute Resolution.

- 5.1 If at any time during the existence of this Plan the Agency believes that the Partnership is substantially failing to comply with the terms of this Plan, the Agency's AA Coordinator shall provide a written report to the Partnership's AA officer explicitly invoking this Section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing the further implementation steps the Agency believes should be taken.
- 5.2 If the Partnership disagrees with the Agency's evaluation, the AA Coordinator and AA officer shall meet within fifteen (15) days and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department of Planning and the Partnership shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and the Partnership have consulted pursuant to Section 5.2 but been unable to resolve their differences within forty-five (45) days following the Notice of the City invoking this Section, the matter shall be submitted to binding arbitration. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the Project is required by the Plan. The sole issues which may be presented and decided in arbitration are whether such proposed steps are required to comply with the Plan and issues concerning the financial capability of M.B.E.s and W.B.E.s as described in Section 3.5.5. The Arbitrators shall only have the authority to direct the Purchasers to undertake specific actions in order to demonstrate good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning Section 17 of the Agreement and the implementation of this Plan, in lieu of any other remedies. The arbitration shall be conducted in accordance with the Federal Rules of Evidence.
- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Partnership, one by the Agency and the third selected by agreement of the first two arbitrators. The Partnership and the Agency shall designate their respective arbitrators within thirty (30) days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within thirty (30) days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrator shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provisions contained

herein, it is understood that the arbitrators shall have no authority to award damages.

6. Resident Employment and Post-Construction Provisions.

6.1 General Provisions

6.1.1 For the first five years following the issuance by the City of Chicago of a Competition Certificate for the Project, shall make good faith efforts, in accordance with the provisions of this Part 6, to achieve certain affirmative action goals in the following areas:

- (a) With regard to the direct employees of the Partnership, the employment of City resident workers in the post-construction component of the Project; and
- (b) Participation of M.B.E.s and W.B.E.s and of minority and women employees in the post-construction operations of the Partnership with respect to the Project.

6.1.2 The Partnership's obligations in these areas are to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Parts 2 - 4, as relevant to the respective M/W.B.E. or employment activities described in Part 6.

6.2 Employment of City Residents in the Post-Construction Component.

6.2.1 With regard to direct employees of the Partnership, the Partnership will make good faith efforts, consistent with those described in Part 4, to achieve an employment goal of 50% for City resident workers in the post-construction component of the Project.

6.2.2 The Partnership will seek to incorporate into the reports described in Section 2.7 information on its efforts and results with respect to resident employment. In any event, Partnership will report at least quarterly to the Agency the level of resident employment achieved.

6.3 M.B.E. and W.B.E. Participation and Minority and Female Employment During Post-Construction Operations.

6.3.1 During post-construction operations, the Partnership will make good faith efforts, consistent with those described in Parts 3 and 4, to achieve the levels of M.B.E. and W.B.E. participation and minority and women employment described below.

6.3.2 Employment goals will be applicable to direct employees (those employed full-time specifically for the operation of this development). The goals shall apply to such direct employees whether they are employed by the Partnership, a property management firm affiliated with the Partnership or a contractor.

- 6.3.3 The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this development).
- 6.3.4 With respect to any overlap in the activities identified in Sections 6.3.2 and 6.3.3, either employment or M.B.E./W.B.E. goals shall be applicable at the election of the developer.
- 6.3.5 The employment goals of minority employees for these Post- Construction Component of the Project shall be 75% Black, 16% Hispanics and 33% Women.
- 6.3.6 The M.B.E./W.B.E. goals for the Post-Construction Component shall be 25% for M.B.E. firms, 5% for W.B.E. firms and 50% for local businesses.
- 6.3.7 The Partnership is responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the construction completion date.
- 6.3.8 The Partnership will include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

7. No Third Party Benefit.

- 7.1 This Plan shall be construed as an agreement between the Partnership and the City and no third-party shall be entitled to enforce any of the provisions hereof.
- 7.2 The Partnership and the City of Chicago agree that actions for the enforcement of this Plan pursuant to Section 5 hereof may be brought only by the City and by no other party, whether or not the provisions hereof may be construed as benefitting any third party and no party shall be construed as or have the rights of a third-party beneficiary under this Plan.

Exhibit H.

Linked Development Program.

Developer agrees to provide technical and financial assistance to neighborhood development activities in the City of Chicago, Illinois only as hereinafter set forth. The officers of the general partners of the Developer (as such term is defined in the Redevelopment Agreement to which this Exhibit is attached) (all terms used herein as defined terms shall have the meaning ascribed to them in the Redevelopment Agreement, unless otherwise defined herein to the contrary) or any persons experienced in real estate development, management and operation designated by such general partners will contribute a total of 100 hours of time at the request of the City to provide advice to neighborhood real estate development efforts. The agreement of the Developer to provide advice and assistance shall not be deemed the agreement of the Developer or any partner of

the Developer (or partner, agent or employee of any such partner) to assume responsibility for the success or failure of such neighborhood development efforts.

The City, in order to activate an obligation of the Developer to provide the advice must request the Developer in writing to provide such service. Developer may suggest suitable neighborhood groups. The services required hereunder shall, notwithstanding any provision contained herein to the contrary, be limited to the following:

- (a) Attendance at reasonable times at meetings with City and neighborhood development groups and attendance, at reasonable times, at meetings between such groups and prospective sellers, brokers, lenders, subject to resolution of scheduling conflicts with other parties; and

- (b) Review and comment, within a reasonable time, of acquisition, financing, development, zoning, management and operating plans and budgets for such neighborhood development groups.

Such request by the City must be accompanied by reasonable, supporting information detailing the nature of the technical assistance required, the name, financial status, creditworthiness and real estate experience of the person requiring technical assistance and an estimate of the time required for such assistance.

The Developer shall not be required to provide technical assistance unless the designated group releases Developer from all liabilities and waives all claims against Developer, by a written release and waiver reasonably satisfactory to Developer. No financial assistance or liabilities are to be paid or incurred by Developer except the salaries and benefits of Developer's employees and transportation and expenses which are customarily reimbursed by Developer for its employees.

For example, the City shall have no right to request or compel a partner of the Developer to serve as a general partner in connection with a neighborhood development group.

The City may request services from the Developer at any time, subject to the following sentence, prior to the period ending five (5) years following issuance of a Completion Certificate for the Project ("Termination Date") subject to delays occasioned by death, illness, injury or other delay beyond the reasonable control of Developer. Developer shall not be required to spend more than 20 hours in any particular month. The Developer may, at its option, provide more service than is required in any particular month, and, if so provided, such service shall be credited against the Developer's time allocation of 100 hours set forth above.

The technical assistance required may take any reasonable form and shall be developed pursuant to consultations and negotiations between the Developer and the applicable neighborhood development group brought to the attention of the Developer by the City.

The Developer shall evidence compliance with the time requirements set forth herein by any of the following means: (a) certification, in the form of an affidavit, as to time served; (b) certification from a neighborhood development group as to the time served; or (c) any other means reasonably evidencing such participation.

The Developer, general partners of the Developer and their respective Mortgagees, partners, agents, employees, shareholders, directors, officers and "principals" and their respective successors and assigns shall not be personally responsible or liable for providing the assistance, but may, at their sole discretion, designate members of their senior staff or other people whom they retain who are experienced in connection with the development, management and operation of real estate to provide such technical assistance. Because of belief that participation in a neighborhood development group's efforts will tarnish the reputation of the Developer, or otherwise for good cause shown, the Developer may, in good faith, decline to serve as a consultant or other participant with a neighborhood development group, but such decision not to participate shall not diminish the service obligation of the Developer. The City agrees, upon request, from time to time from the Developer, to deliver within (10) days of a request a certification to the Developer addressed to the Developer, any prospective purchaser or any Mortgagee or prospective lender certifying that (a) the Developer is not in default pursuant to the provisions of this plan; (b) the number of hours remaining to be served, (c) the number of hours completed; and (d) such other information pertaining to the neighborhood development advice being provided pursuant to this Exhibit as the Developer shall reasonably request.

Nothing contained herein shall be deemed to obligate the Developer to pay any out-of-pocket expenses or to incur any liabilities in connection with this program other than the salaries, benefits of its employees and transportation and other expenses customarily reimbursed by Developer for its employees.

The period of time for provision of services may be delayed at the request of the Developer, but not beyond the Termination Date.

Nothing contained herein shall authorize the City to provide to any neighborhood development group, or require the Developer to divulge, any personal or financial information applicable to the Developer without the prior written consent of the Developer. Should any principal or other designee of the Developer become deceased or disabled, the Developer may, in its sole discretion, designate a reasonably satisfactory substitute party to provide the technical assistance services required pursuant to this Exhibit.

The time to be devoted pursuant to the provisions of this Exhibit is deemed to accrue at the rate of \$200 per hour for a total of \$20,000.

This plan shall be deemed an agreement of the Developer and the City and no other person or organization shall be entitled to enforce any of the provisions hereof or have any rights hereunder. Actions for the enforcement of this plan may be brought only by the City against the Developer and no other person or organization and no person or organization shall be construed as or have the rights of a third party beneficiary under this plan. Delivery of a Completion Certificate shall release the Site and Improvements from the obligations set forth herein. Nothing contained in this plan shall prohibit or delay issuance of a Completion Certificate. The obligations hereof shall survive the issuance of a Completion Certificate and be binding upon Developer notwithstanding the release of the Site and Improvements from the recorded restrictions. The obligations hereof shall not be binding upon any Mortgagee (as defined in the Redevelopment Agreement).

The Dispute Resolution provisions of the Affirmative Action Plan attached as Exhibit G to the Redevelopment Agreement appearing in Section 5 thereof (entitled "Dispute Resolution") shall be applicable hereto as the sole mechanism for dispute resolution as though fully set forth herein except that Developer may designate another person or serve in place of the AA Officer of Developer with respect to dispute resolutions hereunder. No damages or injunctive relief may be awarded but the City shall be entitled to judicial enforcement of the remedy afforded under the dispute resolution mechanism.

In no fact, event, or circumstance, shall the Developer, its partners or any of their respective officers, directors, shareholders, agents or employees or any of their successors and assigns be personally liable by reason of a breach of this plan and all recourse of the City shall be against the assets of the Developer (excluding rights of contribution among the Developer and its Partners) and not the Developer and its partners, officers, directors, agents or employees of any of their successors and assigns personally.

In administering this Plan, the City shall act reasonably and not arbitrarily.

Exhibit "T".

Assessment Levels.

Tax Year*	Minimum Assessed Values (After Equalization)
1986	\$2,088,929
1987	3,083,657
1988	4,695,116
1989	5,159,996
1990	5,366,396
1991	5,581,052
1992	5,804,294
1993	6,036,466
1994	6,277,925
1995	6,529,042
1996	6,790,203

Tax Year*	Minimum Assessed Values (After Equalization)
1997	\$7,061,811
1998	7,344,284
1999	7,638,055
2000	7,943,578
2001	8,261,321
2002	8,591,773
2003	8,935,444
2004	9,292,862
2005	9,664,577
2006	10,051,160
2007	10,453,206

This Exhibit is subject to adjustment made as provided in Exhibit "J" to this Agreement. The Minimum Assessed Values shown are the values determined by multiplying the assessed values determined by the Cook County Assessor as adjusted by the Cook County Board of Appeals by the equalization factor established by the State of Illinois.

Exhibit "J".

Minimum Taxes.

*The tax year is the year in which the assessment is applicable and taxes accrue. The taxes for any particular year are payable in the following year; hence, 1986 taxes are payable in 1987, and the taxes for the Minimum Assessed Value shown for 1986 would be paid in 1987.

Tax Year*	Key Event	Tax Amount
1986	Construction of the Improvements begin in the Third Quarter	\$210,000
1987	Parking begins, and the Improvements are Complete in the Second Quarter	310,000
1988		472,000
1989		518,734
1990		539,484
1991		561,063
1992		583,506
1993		606,846
1994		631,120
1995		656,365
1996		682,619
1997		709,924
1998		738,321
1999		767,854
2000		798,568
2001		830,511
2002		863,731
2003		898,280
2004		934,211
2005		971,580

Tax Year*	Key Event	Tax Amount
2006		\$1,010,443
2007		1,050,861

This Exhibit is subject to the following:

A. This Exhibit was prepared on the following assumptions:

1. Gross Square Feet of Retail Space 11,200
2. Number of Parking Spaces 900
3. That the Improvements will be fully assessed during the second (2nd) full calendar year after Completion thereof; and the Completion will occur during the second quarter of the 1987 calendar year. Between the calendar year in which the Improvements are Completed and the calendar year during which full assessment occurs, it will be assessed as follows:

1st year	50% of full assessment
2nd year	75% of full assessment

B. The following tax dollars per unit were used in calculating the taxes for each year shown in the column headed "Tax Amount":

Per Gross Square Foot of Retail and Office Space	\$4.00 per square foot escalated at 4% per year from 1984
Per Parking Space	\$419 per space escalated at 4% per year from 1984

C. In the event a "Key Event" identified above in this Exhibit "J" is delayed by reason of a Permitted Delay and notice thereof is given pursuant to the Agreement, the City and the Purchaser shall execute an amendment to this Exhibit "J" and Exhibit "I" to this Agreement making adjustments to the taxes and assessments as appropriate to reflect the Permitted Delay suffered.

*The tax year is the year in which the taxes accrue. The taxes for any particular year are payable in the following year; hence, the 1986 taxes are payable in 1987.

D. In the event there is a ("Parking Curtailment") as defined below in this Paragraph D, then for the duration of any such Parking Curtailment, the taxes for the Improvements as provided in this Exhibit "J" and the assessments for the Improvements referred to in Exhibit "I" attached to the Agreement shall be adjusted on the following basis: taxes and the assessment for the retail space shall be adjusted using the assumption stated above in this Exhibit "J" and the taxes for the parking spaces (and the implied assessment therefor) shall be based on the factor of eleven percent (11%) of annualized gross parking revenues for the duration of such Parking Curtailment; provided however, in no event shall the taxes for the Improvements, including parking, retail and all other space (and the implied assessments therefor) be lower than the following (to be apportioned for the periods of less than a year and as adjusted as provided in Paragraph B of this Exhibit "J"):

Tax Year	Tax Amount
1987	\$265,000
1988	281,000
1989	298,000
1990	316,000
1991	335,000
1992	355,000
1993	376,000
1994	399,000
1995	423,000
1996	448,000
1997	475,000
1998	504,000
1999	534,000
2000	566,000
2001	600,000
2002	636,000
2003	674,000

Tax Year	Tax Amount
2004	\$715,000
2005	758,000
2006	803,000
2007	852,000

As used in this Exhibit a "Parking Curtailment" shall be an event that is beyond the control of the Developer or the operator of the parking garage, shall be of not less than a sixty (60) day duration and shall be:

(i) of a general character adversely and substantially affecting the use of private automobiles in the United States or in Chicago's "Loop" (i.e. the area West of Lake Michigan, South of the Chicago River, East of the South Branch of the Chicago River and North of Congress Street), such as any of the following events, which are provided by way of illustration and not limitation:

1. An embargo of or boycott of oil, auto parts or material essential to automobile manufacturing;
2. Fuel rationing;
3. Rules, regulations or ordinances that prevent private automobiles from entering the Loop or that prevent the City of Chicago from issuing garage keepers licenses or permits;
4. The curtailment or restriction of importing or manufacturing automobiles or automotive parts or supplies brought on by a national emergency such as a war;

(ii) prevent access for private automobiles to the Improvements by either (y) closing Lake or Dearborn Streets adjacent to the Improvements or (z) by closing the Loop street system so that private automobiles cannot reach the Improvements.

In the event of a Parking Curtailment, the Developer shall give notice thereof to the City within twenty (20) days of the commencement of such Curtailment. Unless such notice is given, the claim for any such Curtailment shall be deemed waived, but such waiver shall be only for the term preceding the notice. In case of a continuing Parking Curtailment, only one such notice is required. Within ninety (90) days after a notice provided by this Paragraph D, the City and the Developer shall execute an amendment to this Exhibit "J" and Exhibit "I" to the Agreement making appropriate adjustments as required by this Paragraph D.

AUTHORITY GRANTED FOR FILING OF APPLICATION FOR
URBAN DEVELOPMENT ACTION GRANT FOR WISDOM
BRIDGE THEATER EXPANSION PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the filing of an Urban Development Action Grant for the Wisdom Bridge Theater Expansion Project, located at 1559 West Howard Street, in the amount of \$257,975.00.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Wisdom Bridge Theatre has proposed to rehab the 12,000 sq. ft. building at 1559 West Howard Street, which they currently lease, and the adjacent parking lot to upgrade the commercial tenants and provide a permanent location for the Wisdom Bridge Theatre; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$257,975 to be used along with private funds to rehabilitate the building; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$257,975 for the Wisdom Bridge Theatre Project.

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

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

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

AUTHORITY GRANTED FOR FILING OF APPLICATION FOR
URBAN DEVELOPMENT ACTION GRANT FOR CHICAGO
TECH LOFT BUILDING PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the filing of an application for an Urban Development Action Grant for the Chicago Tech Loft Building Project, located at 2243 West Harrison Street, in the amount of \$1,125,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Jon Construction, Inc. has proposed to purchase and redevelop a 70,000 sq. ft. building at 2243 West Harrison St. to develop a multi-tenant research and production facility; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$1,125,000 to be used along with private funds to rehabilitate the building; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$1,125,000 for the Chicago Tech Loft Building Expansion Project.

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

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

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

AUTHORITY GRANTED FOR FILING OF APPLICATION FOR
URBAN DEVELOPMENT ACTION GRANT FOR CHICAGO
TECH CENTER II EXPANSION PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the filing of an application for an Urban Development Action Grant for the Chicago Tech Center II Expansion Project, located at the southwest corner of Congress Parkway and South Leavitt Street, in the amount of \$1,500,000.00.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants

may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, Jon Construction, Inc., has proposed to purchase and redevelop a 70,000 square foot facility located at the southwest corner of Congress Parkway and South Leavitt Street; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$1,500,000 to be used along with private funds to rehabilitate the building; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of 1,500,000 for the Chicago Tech Center II Expansion Project.

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

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

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

AUTHORITY GRANTED FOR FILING OF APPLICATION FOR
URBAN DEVELOPMENT ACTION GRANT FOR
WASHINGTON SQUARE PROJECT.

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

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

WHEREAS, Washington Square Associates Limited Partnership has proposed to acquire and renovate a six story building and construct a new three story building consisting of approximately 132,000 sq. ft. of office space and 12,500 sq. ft. of

retail and parking spaces, located at 659 West Washington Street, Chicago, Illinois; and

WHEREAS, The proposed project is expected to create 267 new, permanent jobs; and

WHEREAS, The City of Chicago, through its Department of Planning desires to apply for an Urban Development Action Grant in an amount not to exceed \$2,250,000 to be used along with private funds in the amount of \$15,200,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in an amount not to exceed \$2,250,000 for partial funding of the Washington Square Project (659 West Washington Street).

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

SECTION 3. In the event the application is approved, the Commissioner of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Washington Square Project (659 West Washington Street.)

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

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH BRIDAL CORONETS,
INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Loan and Security Agreement with Bridal Coronets, Incorporated, whereby a business development loan will be made to expand business and job opportunities at 6445 West Grand Avenue, in the amount \$235,925.00.

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

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

Nays -- None.

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

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, Bridal Coronets, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$235,925 for purposes of purchasing land and a building which will result, among other things, in the creation of an estimated 7 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 Bridal Coronets, Inc.; 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 Bridal Coronets, Inc. pursuant to which the City will loan \$235,925 to Bridal Coronets, Inc. to assist Bridal Coronets to expand its operations, operations which consist of the manufacture and distribution of wedding accessories and party goods, 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 company ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602 and Bridal Coronets, Inc., an Illinois corporation, with principal offices at 624 W. Adams St., Chicago, Illinois 60606 ("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 \$235,925 ("Loan") for the purpose of acquiring land and building for 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 the real estate located at 6445 West Grand Avenue, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.09 "Senior Lender" shall mean Continental Illinois National Bank and Trust Company of Chicago located at 231 South LaSalle, Chicago, Illinois 60693.

Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$235,925.

3.02 The term of the Loan shall be 15 years.

3.03 The rate of interest charged on the Loan, per annum, shall be seventy-five percent (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's 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 April 1, 1986.

3.04 Repayment of the Loan shall be in 180 equal monthly installments of principal and interest pursuant to paragraph 3.03 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower.

3.05 Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes of acquiring and rehabilitating the land and building located at 6445 West Grand Avenue, only; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the project.

Section 4. Grant of Security Interest.

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

4.01 The Property, as defined in paragraph 2.07, subordinated to the Senior Lender.

4.02 Goods, inventory, 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, plus, in the case of the Property, an A.L.T.A. Lender's Title Policy in the amount of Lender's loan. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.04 Borrower shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which statements and agreements shall be recorded with the Cook County Recorder of Deeds, the Secretary of State of Illinois, and such locations as Lender may demand to perfect its security interest in the Collateral.

4.05 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security 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 \$248,466.

4.06 Borrower agrees that Gerald Robbin shall personally guaranty 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 Lender, duly executed financial statements to be filed by the Lender.

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

5.04 Personal Guarantee of repayment of Loan.

5.05 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 and represents 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 Borrower shall be governed by, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules and regulations in effect during the term of the Loan.

6.03 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 Illinois as represented at the beginning of this Agreement, and is qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's Articles of Incorporation or By-laws, or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as 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.

6.04 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.04.

6.05 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year

subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

6.06 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and 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.

6.07 Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. In addition, upon Lender's request, Borrower shall submit to Lender 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.

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

Section 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 H.U.D. necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and H.U.D.

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

7.03 The rights of access and inspection provided in this Section 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 create approximately 7 new, permanent jobs within 36 months after execution of this Agreement.

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

Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) failure to make when due and owing, any payment under the Note which failure shall continue for a period of 10 days following notice thereof to Borrower; (b) failure to perform any obligations of or any covenants or liabilities contained or referred to herein other than payment 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) involuntary dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (f) of this Section 10, continuing for a period of 60 days after notice thereof to Borrower; or (h) any default of Other Agreements with the Lender or the Senior Lender as the case may be, after the expiration of any applicable cure period thereunder, to accelerate its loans.

Section 10. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized

market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver By Lender.

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

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

Section 12. Prepayment.

This Loan may be prepaid at anytime without premium or penalty.

Section 13. Equal Employment.

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

13.01 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex or national origin. Borrower will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex, age 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.

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

13.03 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal laws. This covenant may be enforced solely by the Lender and solely against the party who breaches this covenant.

Section 14. Disclaimer of Relationship.

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

Section 15. Conflict of Interest.

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

Section 16. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower, its successors or assigns for any action under this Agreement.

Section 17. Assignment.

17.01 Borrower may not sell, assign or transfer this Agreement without the prior written consent of Lender.

17.02 Borrower consents to Lender's sale, assignment, transfer or other disposition, at anytime and from time to time hereafter, of this Agreement, in whole or in part.

Section 18. Additional Provisions.

18.01 This Agreement may not be altered or amended except by written instrument signed by all parties hereto.

18.02 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States mails, registered or certified, return receipt requested, first class postage, prepaid and addressed as follows:

If To Lender:

Department of Economic Development
of the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If To Borrower:

Bridal Coronets, Inc.
624 West Adams Street
Chicago, Illinois 60606
Attention: Gerald Robbin

With Copies To:

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

The parties shall give notice if there are any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

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

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

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that the above-named officer of Bridal Coronets, Inc. (the "Company"), 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 Company and as the own free and voluntary act of the Company for the uses and purposes therein set forth:

Given under my hand and Notarial Seal this _____ day of _____, 198_____.

Notary PublicMy Commission Expires

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH BRIDAL CORONETS, INCORPORATED
AND MILFORD D. BONNER.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with Bridal Coronets, Incorporation and Milford D. Bonner for land write down assistance for acquisition of property located at 6445 West Grand Avenue in the amount of \$12,540.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated January 14, 1986 has approved a redevelopment project which obligates the City of Chicago to assist Bridal Coronets, Inc. in the acquisition of certain real estate; and

WHEREAS, Bridal Coronets, Inc. has executed a contract of sale with Milford D. Bonner, to acquire certain property located at 6445 West Grand Avenue, Chicago, Illinois, as part of its business expansion plans which is expected to result in the additional

employment of approximately 7 persons within 36 months after the acquisition; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, and subject to the approval of the United States Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist Bridal Coronets, Inc. in the acquisition of a parcel of land located at 6445 West Grand Avenue, in the City of Chicago, said Agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement.

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

Exhibit A attached to this ordinance reads as follows:

Exhibit "A".

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 1986, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), Bridal Coronets, Inc., with offices presently located at 624 West Adams Street, Chicago, Illinois 60606 ("Purchaser"), and Milford D. Bonner, with offices at 6445 West Grand Avenue, Chicago, Illinois 60635 ("Seller").

Recitals:

Whereas, D.E.D. was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, D.E.D. has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which, among other things, provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated November 12, 1985 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 6445 West Grand Avenue, Chicago, Illinois 60635 ("Property") for the total amount of \$370,000.00, which Property Purchaser will acquire in order to expand its current operations consisting of the manufacture and distribution of wedding accessories and party goods ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated January 14, 1986, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 18 permanent jobs, and create an estimated 7 new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$.50 times the total square footage of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall: (i) prepare the Property for expansion of its current use as a manufacturing and distribution facility, consisting of approximately 25,080 square feet of land and a building; (ii) develop plans and specifications for the expansion in conformity with all applicable state and local laws and regulations; (iii) use the property in accordance with applicable zoning laws; and (iv) complete the aforesaid expansion no later than _____.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately 25 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than _____.

(d) In the event that Purchaser: (i) prior to the conveyance of the Property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the Property under tender of conveyance by Seller in conformance with the Sale Contract and the Agreement, the City may, in its sole discretion, declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than _____.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser, provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, to be taken or performed in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property

pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the Property in a land trust of which Purchaser is the sole beneficiary, in which event, the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Neither Purchaser nor its successor(s) in interest shall close or abandon the Property for a period of five years after disbursement of funds under this Agreement;

(c) Notwithstanding anything herein to the contrary, a total cessation of Purchaser's business or a sale of Purchaser's assets to an independent party will not be deemed a violation of this Section X provided that the business operations of Purchaser (or its successor(s) in interest) remain on the Property or at another site within the City of Chicago.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section III or to guarantee such construction or completion; nor shall any covenant or other provisions be construed to so obligate such holder. Nothing in this Section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XIII. Enforced Delay in Performance.

Neither the City nor Purchaser nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment, or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control or without its fault or negligence. The time for the performance of the

obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents of Purchaser relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times after the closing of the Sale Contract, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successor(s) or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipts of the aforesaid notice by the Purchaser, Purchaser shall, upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the rate charged from time to

time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans.

(c) Notwithstanding anything herein to the contrary, Seller shall not be liable for any default of this Agreement except for a default of Seller under the Sale Contract.

Section XIX. Non-Discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex, age or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser, for itself and its successors and assigns, agrees that, during the construction of the improvements provided in Section III of this Agreement:

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

(b) Purchaser will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U. S. mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:	Department of Economic Development of the City of Chicago 20 North Clark Street, Suite 2800 Chicago, Illinois 60602 Attention: Commissioner
If to Purchaser:	Bridal Coronets, Inc.
prior to closing:	624 West Adams Street Chicago, Illinois 60606
after closing:	6445 West Grand Avenue Chicago, Illinois 60635
If to Seller:	Milford D. Bonner Trustee No. 2315 c/o Home State Bank of Crystal Lake Crystal Lake, Illinois 60014

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

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

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

[Signature forms omitted for printing purposes].

**AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH NEWLY WEDS FOODS, INCORPORATED
AND ILLINOIS TOOL WORKS, INCORPORATED.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with Newly Weds Foods, Incorporated and Illinois Tool Works, Incorporated for the acquisition of property located at 2501 North Keeler Avenue as part of its food products manufacturing expansion program.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated January 14, 1986, has approved a redevelopment project which obligates the City of Chicago to assist Newly Weds Foods, Inc. in the acquisition of certain real estate; and

WHEREAS, Newly Weds Foods, Inc. has executed a contract of sale with Illinois Tool Works, Inc. to acquire certain property located at 2501 North Keeler Avenue, Chicago, Illinois, as part of its additional employment of approximately 120 persons within 36 months after the acquisition; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, and subject to the approval of the United States Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist Newly Weds Foods, Inc. in the acquisition of a parcel of land located at 2501 North Keeler Ave., in the City of Chicago, said Agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement.

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

Exhibit A (Redevelopment Agreement) attached to this ordinance reads as follows:

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."); Newly Weds Foods, Inc., a Delaware corporation authorized to do business in Illinois ("Purchaser"); and Illinois Tool Works, Inc., a Delaware corporation authorized to do business in Illinois ("Seller").

Recitals:

Whereas, D.E.D. was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, D.E.D. has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed a Real Estate Sale Contract ("Sale Contract"), relating to that certain realty commonly known as 2501 North Keeler Avenue, Chicago, Illinois, and consisting of 3 buildings located on approximately 286,000 square feet of land ("Property"); and

Whereas, Purchaser intends to rehabilitate said buildings and equip the total project as part of the expansion of its food processing operations ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the property \$.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated January 14, 1986, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 277 permanent jobs, and create an estimated 120 new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Payment for the Property.

The City hereby agrees to pay, pursuant to written direction of Purchaser, the sum of \$.50 times the total square footage of the Property as determined by a plat of survey completed prior to the closing of the transaction described in the Sale Contract, as part of the purchase price for the Property, as set forth in the Sale Contract.

Section III. Redevelopment Plan.

Purchaser agrees to improve the Property by rehabilitating existing buildings and equipping the facility at a total cost of approximately \$4,500,000 ("Redevelopment Plan"). All plans and specifications for the Redevelopment Plan shall be in conformity with all applicable state and local laws and regulations. Further, the Property shall be used in accordance with applicable zoning laws.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately 397 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Immediately upon completion of the purchase of the Property pursuant to the Sale Contract, Purchaser shall cause the deed for the Property to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

(b) The sale and conveyance shall, in any event, be closed no later than April 30, 1986.

(c) In the event that Purchaser (i) prior to the conveyance of the Property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the Property upon tender of conveyance by Seller in accordance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

(d) Upon conveyance of the Property by Seller to Purchaser, Seller shall have no further obligations under this Agreement to Purchaser or to City, except as to matters arising in connection with said conveyance.

(e) Nothing contained in this Agreement shall in any way affect the obligations of Seller and Purchaser to each other pursuant to the Sale Contract.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to a commitment for necessary financing in an amount sufficient to accomplish the purchase of the Property and completion of the Redevelopment Plan, not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than _____.

Section VIII. Time is of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will upon written request therefor, furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City to take or perform in order to obtain the certification.

Section X. Transfer of Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI, and may transfer the Property as part of a sale of all or substantially all of its assets to a party who intends to continue Purchaser's business at the Property, and who expressly agrees to be bound by this Agreement prior to completing such purchase.

(b) Purchaser shall not close or abandon the Property for a period of five years after disbursement of funds under this Agreement.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for obtaining the Property and rehabilitating and equipping it as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section III or to

guarantee such construction or completion; nor shall any covenant or other provision be construed to so obligate such holder.

Section XIII. Enforced Delay in Performance.

Neither the City nor Purchaser nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment, or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control or without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents of Purchaser relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times after the the Property has been conveyed by Seller to the Purchaser, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successor(s) or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipts of the aforesaid notice, by the Purchaser, Purchaser shall upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the prime rate announced from time to time by Continental Illinois National Bank and Trust Company of Chicago.

(c) Notwithstanding anything herein to the contrary, the parties hereto expressly agree that Seller shall not be liable for any default of this Agreement except a default of Seller under the Sale Contract.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser for itself and its successors and assigns agrees that, during the construction of the improvements provided in Section III of this Agreement:

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U. S. Mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City: Department of Economic Development
of the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser: Newly Weds Foods, Inc.
4140 West Fullerton Avenue
Chicago, Illinois 60639
Attention: Leslie S. Minkus

If to Seller: Illinois Tool Works, Inc.
8501 West Higgins Road
Chicago, Illinois 60631
Attention: Arthur M. Wright

which addresses may be changed at any time by written notice.

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

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

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR FILING GRANT APPLICATION UNDER
SECTION 3 OF URBAN MASS TRANSPORTATION ACT
FOR WEST LOOP PEDESTRIANWAY PROJECT.

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

WHEREAS, The U. S. Secretary of Transportation is authorized under Section 3 of the Urban Mass Transportation Act of 1964, as amended, to award grants for mass transportation projects; and

WHEREAS, An evaluation of the existing pedestrianway system in the Central Business District was prepared in 1979, and identified the need for improving linking and extending the system; and

WHEREAS, It is necessary to apply for funds in an amount up to \$1,000,000 to design and engineer the West Loop Pedestrianway Project; and

WHEREAS, This pedestrianway would begin at Franklin and Van Buren Streets, continue under the Chicago River west to Canal Street, and then north to Union Station and the Chicago and North Western Station, and south/southwest to the Clinton C.T.A. Station; and

WHEREAS, The Chicago Department of Public Works will seek funds totalling \$1,000,000 from the U. S. Department of Transportation, Urban Mass Transportation Administration, the Illinois Department of Transportation and/or the Regional Transportation Authority and from private sector participants, with no local match required by the City of Chicago; and

WHEREAS, It is required by the U. S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file a grant application with the U. S. Department of Transportation, Urban Mass Transportation Administration, and the Illinois Department of Transportation and/or the Regional Transportation Authority which, along with private sector participants, will provide funds in an amount up to

\$1,000,000 with no local match required by the City of Chicago for the West Loop Pedestrianway Project.

SECTION 2. That the Mayor is authorized to execute and file with such application an assurance of any other document required by the U. S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the City Council hereby appropriates the amount of \$1,000,000 or such amount as may actually be received from the U. S. Department of Transportation, Urban Mass Transportation Administration, the Illinois Department of Transportation and/or the Regional Transportation Authority, and private sector participants for the West Loop Pedestrianway Project.

SECTION 4. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Corporation Counsel to certify contracts pertaining to the West Loop Pedestrianway Project in an amount totalling \$1,000,000 between the City of Chicago and each of the following parties: the Urban Mass Transportation Administration, the Illinois Department of Transportation and/or the Regional Transportation Authority and private sector participants.

SECTION 5. That the Mayor is authorized to set forth and execute affirmative minority business procurement needs.

SECTION 6. That the City Comptroller is directed to disburse the grant funds as required to carry out the West Loop Pedestrianway Project.

SECTION 7. That the Commissioner of Public Works is authorized to furnish additional information, and execute and file assurances or other documents, including technical amendments that do not change the project budget total, as U. S. Department of Transportation, Urban Mass Transportation Administration, the Illinois Department of Transportation and/or the Regional Transportation Authority, and the private sector participants may require in connection with the application or contracts.

SECTION 8. That the Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, contracts/agreements and amendments thereto pertaining to the West Loop Pedestrianway Project, all in accordance with applicable City, State and Federal Statutes and Regulations.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schultzer, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT WITH
REGIONAL TRANSPORTATION AUTHORITY FOR RENOVATION
OF I.C.G. RANDOLPH STREET STATION.

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

WHEREAS, By ordinances passed November 14, 1980 (C.J.P. 4263), February 10, 1982 (C.J.P. 9400), July 6, 1983 (C.J.P. 448), and July 9, 1985 (C.J.P. 18661), the City Council authorized the filing of applications and the execution of grant contracts for the Downtown Pedestrian Passageway Project between the City of Chicago, the Urban Mass Transportation Administration, and the Illinois Department of Transportation for funds in an amount up to \$8,758,980; and

WHEREAS, These funds are being used to design/engineer and construct the Randolph Street Pedestrianway between the I.C.G. Randolph Street Station and the State Street Subway; and

WHEREAS, The Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation has requested the Chicago Department of Public Works to include as a part of this project the renovation of the stairwell, including a canopy at the I.C.G. Randolph Street Station on the southwest corner of Randolph Street and Michigan Avenue, and will provide the Chicago Department of Public Works with an amount up to \$250,000 to carry out this work; now, therefore,

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

SECTION 1. That the Mayor, and the Commissioner of Public Works, are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality, on behalf of the City of Chicago, an agreement with the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation in an amount up to \$250,000.

SECTION 2. That the Commissioner of Public Works is authorized to execute amendments to the agreements with the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation.

SECTION 3. That the Commissioner of Public Works is authorized to furnish additional information, and execute assurances or other documents as the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation may require in connection with this project.

SECTION 4. That the City Council hereby appropriates an amount up to \$250,000 or such amount as may actually be received from the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation.

SECTION 5. That the City Comptroller is directed to disburse these funds as required to carry out this project.

SECTION 6. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all action necessary to implement and complete this project.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulner, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR REPAIRS TO PAVEMENTS ON
IMPROVED STREETS, COUNTY OR STATE
HIGHWAYS DURING YEAR 1986.

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

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

SECTION 1. That authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1986 and ending December 31, 1986, by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$5,958,781 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$11,917,562 for repairs to pavements in Improved Streets, County Highways or State Highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1986 and ending December 31, 1986.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR REPAIRS TO CURBS AND
GUTTERS ON IMPROVED STREETS,
COUNTY AND STATE
HIGHWAYS DURING
1986.

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

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

SECTION 1. Authority is hereby granted to reconstruct curb and combined curbs and gutters in various improved streets, County Highways or State Highways for the period beginning January 1, 1986 and ending December 31, 1986. Where necessary, the project shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed \$3,879,803 to be paid from that part of Motor Fuel Tax Funds which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$3,879,803 for repairs to curbs and gutters in improved streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1986 and ending December 31, 1986.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR STREET CLEANING MAINTENANCE
OF IMPROVED STREETS, COUNTY OR STATE
HIGHWAYS DURING YEAR 1986.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$6,850,000 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1986 and ending December 31, 1986, provided, however, that at least one (1) street sweeper shall be assigned exclusively to each Ward within the City of Chicago.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL TAX
FUNDS FOR SNOW AND ICE CONTROL MAINTENANCE
ON IMPROVED STREETS, COUNTY AND STATE
HIGHWAYS DURING 1986.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$3,362,917 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1986 and ending December 31, 1986.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of

any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL TAX
FUNDS FOR STREET LIGHT ENERGY COSTS OF
IMPROVED STREETS, COUNTY AND STATE
HIGHWAYS DURING 1986.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to pay street light energy cost on streets through the City for the period from January 1, 1986 to and including December 31, 1986, at a cost of \$3,697,125 to be paid for out of that part of the Motor Fuel Funds which have been or may be allocated to the City of Chicago.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass nine proposed orders transmitted therewith, for the installation of water mains at specified locations.

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

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

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 75th Street from South Union Avenue to South Halsted Street, in South Union Avenue from 150 feet N.N.L. of West 75th Street to 300 feet S.S.L. of West 75th Street and in 1st alley south of West 75th Street and South Union Avenue to 1st alley east; 1,337 feet of 8-inch ductile iron water main, at the total estimated cost of \$124,380.94 chargeable to the Capital Improvement Account Number 200- (7930) - Construction. The above work is to be done under Order No. A-00212.

Ordered, That the Commissioner of Water is hereby authorized to install water main in East 100th Street from South Exchange Avenue to South Escanaba Avenue; 370 feet of 8-inch ductile iron water main, at the total estimated cost of \$41,558.00 chargeable to the Capital Improvement Account Number 200- (7930) - Construction. The above work is to be done under Order No. A-00181.

Ordered, That the Commissioner of Water is hereby authorized to install water main in West Byron Street from North Lowell Avenue to North Kenneth Avenue; 684 feet of 12-inch ductile iron water main, at the total estimated cost of \$84,507.69 chargeable to the Capital Improvement Account Number 200- (7930) - Construction. The above work is to be done under Order No. A-00220.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Cornelia Street between North Knox Avenue and North Cicero Avenue; 1,138 feet of 8-inch ductile iron water main at the total estimated cost of \$134,209.01 chargeable to the Capital Improvement Account Number 200- (7930) - Construction. The above work is to be done under Order No. A-00214.

Ordered, That the Commissioner of Water is hereby authorized to install water main in North Wood Street from West North Avenue to West Bloomingdale Avenue; 1,322 feet of 8-inch ductile iron water main, at the total estimated cost of \$171,449.00 chargeable to the Capital Improvement Account Number 200- (7930) -- Construction. The above work is to be done under Order No. A-00188.

Ordered, That the Commissioner of Water is hereby authorized to install water main in South Springfield Avenue from West Ogden Avenue to West 19th Street; 1,095 feet of 8-inch ductile iron water main, at the total estimated cost of \$132,949.00 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction. The above work is to be done under Order No. A-00136.

Ordered, That the Commissioner of Water is hereby authorized to install water main in South Lake Park Avenue from East 37th Street to East Pershing Road; 1,443 feet of 8-inch ductile iron water main, at the total estimated cost of \$166,738.00 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction. The above work is to be done under Order No. A-00191.

Ordered, That the Commissioner of Water is hereby authorized to install water main in West 21st Place from South Rockwell Street to South Washtenaw Avenue; 667 feet of 8-inch ductile iron water main, at the total estimated cost of \$95,974.00 chargeable to the Capital Improvement Account Number 200- (7930) -- Construction. The above work is to be done under Order No. A-00169.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Warren Boulevard between North Kedzie Avenue and North Homan Boulevard; 1,274 feet of 8-inch ductile iron water main, at the total estimated cost of \$145,116.64 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction. The above work is to be done under Order No. A- 00249.

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS AND CANCELLATION OF
WATER RATES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.**

The Committee on Finance to which had been referred (March 20, October 17, November 20, 26, December 4, 17, 1985, January 16, 30, February 4, 13 and March 12, 1986) sundry proposed ordinances transmitted therewith, to authorize the issuance of free permits, license fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schultzer, Volini, Orr, Stone -- 42.

Nays -- None.

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

FREE PERMITS.

Jackson Park Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Jackson Park Hospital, 7531 South Stony Island Avenue, for renovation and remodeling within existing structure and construction of a new addition to existing building on the premises known as 7531 South Stony Island Avenue.

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

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

Northeastern Illinois University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern Illinois University, 5500 North St. Louis Avenue, for electrical work, maintenance and repair of existing lighting and equipment on the premises known as 5500 North St. Louis Avenue, 5101 North Kimball Avenue (Art Center), and 4008 West Rosemont Avenue (Day Care Center).

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

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

Saint Joseph Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Joseph Hospital, for the construction of a senior citizens home on the premises known as 2900 North Lake Shore Drive.

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

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

Sisters of the Resurrection.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Sisters of the Resurrection, 7432 West Talcott Avenue, for extensive renovation and repairs of the building for the senior Sisters and infirm Sisters at the Queen of the Resurrection House of Prayer by the architectural firm of Wight and Company, 814 Ogden Avenue, Downers Grove, Illinois on the premises known as 7430 West Talcott Avenue.

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

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

LICENSE FEE EXEMPTIONS.

*Dispensary.**Pacific Garden Mission.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Pacific Garden Mission, 646 North State Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1986.

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

*Food Dispensers.**Columbus Hospital.*

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, Columbus Hospital, 2520 North Lakeview Avenue, is hereby exempted from payment of the annual Retail Food Dispenser license fee for the year 1986.

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

Henrotin Hospital.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Henrotin Hospital, 111 West Oak Street, is exempted from payment of the annual Retail Food Dispenser license fee for the year 1986.

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

Missionaries of Charity.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Missionaries of Charity, 115 North Oakley Avenue, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1986.

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

Moody Bible Institute.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Moody Bible Institute, 820 North LaSalle Street, is hereby exempted from payment of the annual Retail Food Dispenser license fee, for the year 1986.

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

Saint Bernard Hospital.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Saint Bernard Hospital, 64th Street and the Dan Ryan Expressway, is hereby exempted from payment of the annual Food Dispenser (Retail) Class 2 license fee, for the year 1986.

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

Hospitals.

Bethany Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1985:

Bethany Hospital
3821 West Washington Boulevard.

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

Children's Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1986:

Children's Memorial Hospital
2300 Children's Plaza.

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

*Englewood Community Hospital Corporation
d/b/a The Hospital of Englewood
(1984).*

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

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

Englewood Community Hospital Corporation
d/b/a The Hospital of Englewood
6001 South Green Street
Chicago, Illinois 60621.

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

*Englewood Community Hospital Corporation
d/b/a The Hospital of Englewood
(1985).*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1985:

Englewood Community Hospital Corporation
d/b/a The Hospital of Englewood
6001 South Green Street
Chicago, Illinois 60621.

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

Mercy Hospital and Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1986:

Mercy Hospital and Medical Center
Stevenson Expressway at King Drive.

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

South Chicago Community Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1986:

South Chicago Community Hospital
2320 East 93rd Street.

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

Thorek Hospital and Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1986:

Thorek Hospital and Medical Center
850 West Irving Park Road.

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

Saint Frances Xavier Cabrini Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1986:

Saint Frances Xavier Cabrini Hospital
811 South Lytle Street.

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

Sheridan Road Hospital of Rush-Presbyterian Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1986:

Sheridan Road Hospital of Rush-Presbyterian Hospital
6130 North Sheridan Road.

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

CANCELLATION OF EXISTING WATER RATES.

Chicago Seoul Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against the Chicago Seoul Church, 4624 North Pulaski Road.

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

West Lawn Little League.

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

SECTION 1. That the Commissioners of Water and Sewers are hereby authorized and directed to cancel water charges in the amount of \$148.70, charged to the West Lawn Little League, 6336 South Kilbourn Avenue.

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

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

The Committee on Finance to which had been referred on March 12, 1986, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
Augustana Hospital 2030 North Lincoln Avenue	D1-419765	\$16.00
	D1-419766	16.00
	D1-419767	16.00
	D1-419768	16.00
	D1-420857	28.00
	D1-420858	28.00
	D1-420859	28.00
	D1-420860	28.00
	D1-420861	28.00
	D1-420862	16.00
	D1-420863	16.00
	D1-420864	16.00
	D1-420865	16.00

Name and Address	Warrant Number and Type of Inspection	Amount
	D1-420866	\$16.00
	D1-420867	16.00
	D1-420868	16.00
	D1-420869	28.00
	D1-420870	28.00
	D1-420871	28.00
	D1-420872	28.00
	D1-420873	28.00
	D1-420874	28.00
	D1-420875	28.00
	D1-420876	28.00
	D1-420877	28.00
	D1-420878	28.00
	D1-420879	28.00
	D1-420880	28.00
	D1-420881	16.00
	D1-420882	16.00
	D1-420883	28.00
	(Sign)	
Byron Center 6050 North California Avenue	A1-512588 (Elev.)	30.00
Catholic Charities Near North Center 719-721 North LaSalle Street	A1-510510 (Elev.)	90.00
Catholic Theological Union 5401 South Cornell Avenue	A1-510437 (Elev.)	60.00
Chicago Child Care Society 5467 South University Avenue	A1-510611 (Elev.)	60.00
Corpernicus Foundation 5216 West Lawrence Avenue	A1-505972 (Elev.)	30.00
	P1-508968 (Fuel Burn. Equip.)	86.00
Epiphany Church 2524 South Keeler Avenue	P1-508887 (Fuel Burn. Equip.)	135.00
H.U.D./Chase Street Apartments 1401 West Chase Avenue	A1-506800 (Elev.)	30.00

3/25/86

REPORTS OF COMMITTEES

28853

Name and Address	Warrant Number and Type of Inspection	Amount
Illinois Department of Armory 234 East Chicago Avenue	D1-422346	\$40.50
	D1-527609 (Sign)	40.50
Lincoln Park Rehabilitation Center 2032-2042 North Clybourn Avenue	A1-511015 (Elev.)	135.00
Lutheran School of Theology of Chicago 1100 East 55th Street	A1-506412 (Elev.)	90.00
Misericordia Heart of Mercy 2916 West 47th Street	A1-414449 (Elev.)	90.00
	P1-412406 (Fuel Burn. Equip.)	267.00
Northwestern Memorial Hospital (sundry locations)	A1-504867	90.00
	A1-511471	120.00
	A1-511838	90.00
	A1-511839	240.00
	A1-511867	132.00
	A1-511959	159.00
	A1-511960	165.00
	A1-512404	252.00
	A1-511204	30.00
	A1-511468	177.00
	A1-511913	150.00
	A1-511498 (Elev.)	129.00
Northwestern University 700-710 North Lake Shore Drive	B1-41852 (Bldg. Insp.)	207.00
	B3-503546 (Pub. Place of Assmb.)	34.00
Providence of God Church 717 West 18th Street	P1-414839 (Fuel Burn. Equip.)	29.00
Resurrection Day Nursery 1849 North Hermitage Avenue	P1-412317 (Fuel Burn. Equip.)	29.00

Name and Address	Warrant Number and Type of Inspection	Amount
St. Anne Hospital	A1-413177	\$90.00
	A1-413197 (Elev.)	330.00
	D1-531422	16.00
	D1-531423 (Sign)	16.00
St. Mary's Square Living Center of Chicago, Inc. 7270 South South Shore Drive	(1) Press. Boiler	43.00
	(2) Hot Watr. Tanks	58.00
	(1) Hot Watr. Tank	36.00
University of Chicago (sundry locations)	A1-504902	30.00
	A1-510665	120.00
	A1-510734	30.00
	A1-510735	180.00
	A1-510736	90.00
	A1-510783	30.00
	A1-510784	60.00
	A1-510785	90.00
	A1-510786	120.00
	A1-510841	60.00
	A1-510842	30.00
	A1-510899	270.00
	A1-510898	60.00
	A1-510900	150.00
	A1-510901	30.00
	A1-510935	90.00
	A1-510972	120.00
	A1-511013	30.00
	A1-511049	30.00
	A1-511050	60.00
	A1-511051	60.00
	A1-511052	60.00
	A1-511104	30.00
	A1-511105	159.00
	A1-511106	15.00
	A1-511160	60.00
	A1-511161	30.00
	A1-511162	60.00
	A1-511163	30.00
	A1-511164	30.00
	A1-511165	60.00

Name and Address	Warrant Number and Type of Inspection	Amount
	A1-511166	\$30.00
	A1-511167	60.00
	A1-511281	150.00
	A1-511282	30.00
	A1-511285	60.00
	A1-511286	30.00
	A1-511287	30.00
	A1-511321	30.00
	A1-511350	30.00
	A1-511351	30.00
	A1-511352	30.00
	A1-511353	60.00
	A1-511355	60.00
	A1-511356	30.00
	A1-511405	30.00
	A1-511456	30.00
	A1-511457	30.00
	A1-511460	30.00
	A1-511880	75.00
	A1-511881	120.00
	A1-511929	60.00
	A1-511930	150.00
	A1-511982	120.00
	A1-512151 (Elev.)	210.00
	D1-530846 (Sign)	24.00
	P1-508399	152.00
	P1-508710	116.00
	P1-509414 (Fuel Burn. Equip.)	203.00

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHT
LOCATED AT 5137 SOUTH TRIPP AVENUE.

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

Ordered. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 5137 South Tripp Avenue.

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

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

Nays -- None.

COMMISSIONER OF HOUSING AUTHORIZED TO ISSUE LOAN
COMMITMENTS FOR REHABILITATION OF HOMELESS
SHELTERS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Housing to issue loan commitments for the rehabilitation of homeless shelters.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of safe and sanitary facilities to shelter homeless individuals and families; and

WHEREAS, The City has determined that the continued shortage of facilities to shelter homeless individuals and families is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed a total of \$1,500,000 in Department of Housing Years X and XI Community Development Block Grant Funds and \$300,000 in Department of Human Services Year X Community Development Block Grant Funds for its Homeless Shelter Rehabilitation Program, wherein low interest loans are made available to not-for-profit organizations for the rehabilitation of facilities to provide shelter for homeless individuals and families; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of ten (10) low interest rehabilitation loans in an aggregate amount of \$1,795,424, said loans to be funded with Years X and XI Community Development Block Grant Funds under the Homeless Shelter Rehabilitation Program, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the "Substitute Ordinance (passed by the City Council, June 6, 1984), Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U. S. Department of Housing and Urban Development of Year X", wherein said technical amendments require, in part, that loans in the amount of \$75,000 or more funded in whole, or by 25% or more with Year X Community Development Block Grant Funds shall be subject to the review and approval of City Council; and

WHEREAS, The City Council of the City, by ordinance duly adopted on July 9, 1985, required, in part, that loans in the amount of \$75,000 or more funded in whole or by 25% or more with Year XI Community Development Block Grant Funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. This ordinance repeals, supersedes and replaces that ordinance passed by the City Council of the City of Chicago August 7, 1985, which granted authority for the execution of various loans to assist in rehabilitation of Homeless Shelters.

SECTION 2. The Commissioner or First Deputy Commissioner of the Department of Housing are each hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amounts listed herein.

SECTION 3. The aforesaid Commissioners are each further authorized to enter into, negotiate and execute such agreements, documents, notes and mortgages as are required or necessary to implement the terms and program objectives of the Homeless Shelter Rehabilitation Program.

SECTION 4. This ordinance shall be in full force and effect by and from the date of passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit "A"

	Project Name Address/Number of Beds	D.O.H. Amount
1	Greenhouse Shelter 2147 West North Avenue 36 beds	\$225,000
2.	Franciscan House of Mary and Joseph 2715 West Harrison Street 225 beds	245,000
3.	Christ Temple Shelter 9248 South Cottage Grove Avenue 40 beds	186,112
4.	Assumption Family Shelter 12242 South Parnell Avenue 15 beds	140,000
5.	St. Martin De Porres/St. Clara 1148 East 65th Street 75 beds	85,000
6.	San Jose Obreso 1865 South Loomis 30 beds	200,000
7.	St. Sylvester Family Shelter 2917 West Palmer 30 beds	142,000
8.	St. Cathrine of Genoa 11740 South Lowe 42 beds	107,312
9.	Mosely School 5700 South Lafayette 100 beds	210,000

Project Name Address/Number of Beds	D.O.H. Amount
10. West Englewood 1650 West 62nd Street 60 beds	\$225,000
<hr/>	
TOTAL	\$1,795,424

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 28860 through
28865 of this Journal.]

REPORT TIME 7:33:24
PROGRAM-- FFR070

CITY OF CHICAGO
CITY COUNCIL ORDERS

PAGE 2
TERMINAL-- W1
OPERATOR--WMS

28860

JOURNAL--CITY COUNCIL--CHICAGO

3/25/86

COUNCIL MEETING OF 3/25/86

REGULAR ORDERS

*****	EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	JOSEPH	POLICE OFFICER	THIRD DISTRICT	9/18/85	252.90
ADAMS	MARVIN J	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/85	289.00
ALFORD	JAMES	POLICE OFFICER	TWELFTH DISTRICT	10/19/85	21.75
ALTMAN	DALE S	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/03/84	44.00
ANGARONE	JOSEPH	POLICE OFFICER	NINETEENTH DISTRICT	8/28/85	419.00
ANNORENO	DEBORAH M	POLICE OFFICER	RECRUIT TRAINING	10/23/85	320.00
ARCEO	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	10/19/85	45.00
ARENS	PATRICK C	POLICE OFFICER	FIFTEENTH DISTRICT	11/30/85	172.15
AUGLE JR	EDMUND L	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	11/18/85	150.00
BATEY	CHESTER M	POLICE OFFICER	THIRD DISTRICT	8/03/85	120.45
BEDMARKIEWICZ	JAMES A	POLICE OFFICER	EIGHTH DISTRICT	10/21/85	50.00
BENDEL	LORNEY J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/06/85	70.00
BERRY	JOHN E	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/85	56.50
BLUST	FRANK J	POLICE OFFICER	SEVENTEENTH DISTRICT	11/19/85	101.00
BRADY	JAMES M	POLICE OFFICER	FIRST DISTRICT	6/07/85	163.50
BRANCH	FREDRICK	POLICE OFFICER	TWELFTH DISTRICT	10/19/85	1076.75
BRANSFORD	STEVE D	POLICE OFFICER	THIRD DISTRICT	10/29/85	53.75
BRAZEL	MICHAEL D	POLICE OFFICER	THIRTEENTH DISTRICT	11/13/85	30.00
BROWN	WALTER	POLICE OFFICER	SIXTH DISTRICT	7/14/84	109.00
BURNS	CHARLES F	POLICE OFFICER	FIRST DISTRICT	10/31/85	193.00
BURTON	CRAIG E	POLICE OFFICER	THIRD DISTRICT	10/05/85	114.95
BURTON	PEGGY C	POLICE OFFICER	SECOND DISTRICT	11/01/85	212.00
BYRNE	MICHAEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/83	396.00
CAPARELLI	JAMES C	POLICE OFFICER	FIFTEENTH DISTRICT	10/15/85	163.00
CHOJNACKI	DOMINIC L	POLICE OFFICER	ELEVENTH DISTRICT	1/06/85	200.00
CIECHON	JOHN C	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/25/85	53.45
COLE	EUGENE	POLICE OFFICER	TENTH DISTRICT	11/15/85	127.50
CONRATH	MICHAEL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/30/85	477.35
CRIGLER	DENSEY J	POLICE OFFICER	NINTH DISTRICT	11/25/85	47.90
CUEVAS	EDWARD	POLICE OFFICER	FOURTH DISTRICT	11/18/85	72.20
CURLEY	RODNEY	POLICE OFFICER	TWENTYTH DISTRICT	11/10/85	253.50
DEPILLARS	CARL J	POLICE OFFICER	THIRTEENTH DISTRICT	11/10/85	30.00
DESANDO	RICHARD	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	11/06/85	107.00
DIXON	LILLIAN I	POLICE OFFICER	THIRD DISTRICT	6/28/85	110.00
DONNELLY	DANIEL D	POLICE OFFICER	SECOND DISTRICT	10/28/85	3003.45
DONOHUE	OLLIE	POLICE OFFICER	SEVENTH DISTRICT	11/16/85	124.50
DUGAN	PHILLIP	POLICE OFFICER	TWELFTH DISTRICT	3/14/85	225.00
EGAN	COLLETTA D	POLICE OFFICER	TRAINING DIVISION	11/13/85	119.00
EICHLER	DANIEL F	POLICE OFFICER	FOURTH DISTRICT	11/02/85	141.10
ELMER	MICHAEL P	POLICE OFFICER	TENTH DISTRICT	11/20/85	111.50
EVANS	RONALD	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/30/85	61.50
FELKER	ROGER A	POLICE OFFICER	FIFTEENTH DISTRICT	7/08/85	399.25
FLEMING	DAVID J	POLICE OFFICER	EIGHTH DISTRICT	8/13/85	40.00
FRANKIEWICZ	CAMILLE	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/28/85	129.20
FRIEL	DONNA	POLICE OFFICER	TRAFFIC COURT SECTION	11/18/85	70.00
FURMANEK	SILVERIO	POLICE OFFICER	FIFTH DISTRICT	11/14/85	57.40
	VICTOR	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	11/27/85	736.29
	DAVID	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/11/85	78.00
	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	11/20/85	620.00

3/25/86

REPORTS OF COMMITTEES

28861

FALSE
TERMINAL--U1
OPERATOR--MMS

U I I U F U M U U
CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/25/86

REGULAR ORDERS

REPORT TIME 7:33:24
PROGRAM-- PFR070

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GAAL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/27/85	31.95
GAMEZ	POLICE OFFICER	ELEVENTH DISTRICT	11/09/85	110.00
GANTZ	POLICE OFFICER	FIFTEENTH DISTRICT	11/11/85	192.00
GIBBONS	POLICE OFFICER	ENFORCEMENT SECTION	11/15/85	161.00
GINANI	POLICE OFFICER	ELEVENTH DISTRICT	6/12/85	115.50
GLONBICKI	POLICE OFFICER	FOURTH DISTRICT	7/04/85	270.00
GOFF	POLICE OFFICER	NINETEENTH DISTRICT	11/23/85	115.00
GOLD	POLICE OFFICER	EIGHTEENTH DISTRICT	9/20/85	13.50
GOLDEN	POLICE OFFICER	FOURTH DISTRICT	7/09/85	302.70
GRAEBER	POLICE OFFICER	EIGHTH DISTRICT	11/13/85	359.23
GRAF	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/29/85	138.25
GRICKI	POLICE OFFICER	NINETEENTH DISTRICT	4/28/83	52.00
GUESS	POLICE OFFICER	FOURTH DISTRICT	11/12/85	75.35
GUZOLEK	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/26/85	94.00
HALPIN	POLICE OFFICER	SIXTH DISTRICT	11/02/85	164.20
HANSEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/03/85	224.00
HARRIS	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	8/25/84	247.05
HERIGODT	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/16/85	177.00
HICKEY	POLICE OFFICER	ELEVENTH DISTRICT	11/04/85	311.80
HOBSON	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	12/12/84	153.00
HOLZINGER	POLICE OFFICER	THIRTEENTH DISTRICT	3/21/85	215.00
HOWES	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	7/09/85	215.00
HUBBARD	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	3/10/85	150.00
HUERTA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/19/85	18.00
JAMES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/18/85	13.00
JARMUZ	POLICE OFFICER	SECOND DISTRICT	8/20/85	2709.00
JIMENEZ	POLICE OFFICER	EIGHTEENTH DISTRICT	7/12/85	156.00
JOHLIC	POLICE OFFICER	SECOND DISTRICT	11/14/85	76.10
JOHNSON	POLICE OFFICER	THIRTEENTH DISTRICT	11/15/85	119.00
JOHNSON	POLICE OFFICER	SIXTEENTH DISTRICT	11/13/85	30.00
JOHNSON	POLICE OFFICER	YOUTH DIVISION AREA THREE	11/15/85	431.25
JONES	POLICE OFFICER	FIFTH DISTRICT	10/29/85	141.00
KALECKI	POLICE OFFICER	EIGHTH DISTRICT	7/25/85	279.79
KILLACKY	POLICE OFFICER	NINETEENTH DISTRICT	11/01/85	92.00
KIRK SR	POLICE OFFICER	SECOND DISTRICT	11/18/85	55.00
KOLAD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/04/85	79.00
KOSIEK	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/85	75.00
KOSIEWICZ	POLICE OFFICER	EIGHTH DISTRICT	12/02/85	326.25
KRAWCZYK	POLICE OFFICER	THIRTEENTH DISTRICT	11/04/85	81.00
KROYER	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/25/85	97.00
KUBER	POLICE OFFICER	RECRUIT TRAINING	11/01/85	428.20
KUNKE	POLICE OFFICER	EIGHTH DISTRICT	9/19/85	192.81
KUBINSKI	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/85	161.00
KWIATKOWSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/13/85	328.00
LACKOWITZ	POLICE OFFICER	THIRTEENTH DISTRICT	12/20/85	128.50
LAWRENCE-MAKOWSKI	POLICE OFFICER	TWENTIETH DISTRICT	9/04/85	30.00
LEAHY	POLICE OFFICER	SECOND DISTRICT	11/16/85	494.00
LENIHAN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	9/10/85	145.00
			10/29/85	83.00

TERMINAL--W1
OPERATOR--WMS

REPORT TIME 7:33:24
PROGRAM-- FFR070

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/25/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LIGHTFOOT	POLICE OFFICER	TWENTIETH DISTRICT	12/27/85	25.00
LILLY	POLICE OFFICER	SIXTH DISTRICT	9/05/85	454.65
LOPOLCE	POLICE OFFICER	NINETEENTH DISTRICT	12/04/85	202.00
LOWERY	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/27/85	381.50
LUBE	POLICE OFFICER	CENTRAL DETENTION SECTION	10/17/85	40.00
LUCKI	POLICE OFFICER	TENTH DISTRICT	11/10/85	148.50
MACUDZINSKI	POLICE OFFICER	THIRD DISTRICT	12/23/85	275.00
MAHER	POLICE OFFICER	ELEVENTH DISTRICT	12/21/85	107.50
MAKOWSKI	POLICE OFFICER	TWELFTH DISTRICT	11/20/85	115.00
MALITO	POLICE OFFICER	SIXTEENTH DISTRICT	12/28/85	167.00
MANN	POLICE OFFICER	FOURTH DISTRICT	12/21/85	149.70
MARES	POLICE OFFICER	FOURTEENTH DISTRICT	10/27/85	954.00
MARTIN	POLICE OFFICER	NINETEENTH DISTRICT	12/04/85	348.00
MARTINEZ	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	12/09/85	227.50
MARTINEZ	POLICE OFFICER	TWENTIETH DISTRICT	12/29/85	159.50
MATTHEWS	POLICE OFFICER	TWENTIETH DISTRICT	12/15/85	443.00
MAZIARKA	POLICE OFFICER	THIRD DISTRICT	11/06/85	91.00
MAZUR	POLICE OFFICER	THIRTY-FIRST DISTRICT	12/08/85	195.00
MCERLEAN	POLICE OFFICER	THIRTEENTH DISTRICT	11/27/85	30.00
MCGUIRE	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/85	35.00
MCHUGH JR	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	12/09/85	224.75
MCKEAG	POLICE OFFICER	SIXTEENTH DISTRICT	10/25/85	304.00
MCKEAG	POLICE OFFICER	TENTH DISTRICT	12/30/85	91.50
MCKEAG	POLICE OFFICER	EIGHTEENTH DISTRICT	9/11/85	5.00
MCKEAG	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/27/85	42.00
MCKEAG	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/31/85	100.00
MCKEAG	POLICE OFFICER	FOURTH DISTRICT	11/21/85	301.65
MCKEAG	POLICE OFFICER	SEVENTH DISTRICT	8/28/85	102.00
MCKEAG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/25/85	133.00
MCKEAG	POLICE OFFICER	ELEVENTH DISTRICT	7/29/85	342.00
MCKEAG	POLICE OFFICER	TENTH DISTRICT	9/13/85	15.00
MCKEAG	POLICE OFFICER	THIRD DISTRICT	11/24/85	333.00
MCKEAG	POLICE OFFICER	FIFTEENTH DISTRICT	12/07/85	83.20
MCKEAG	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/85	59.10
MCKEAG	POLICE OFFICER	THIRD DISTRICT	1/15/84	140.00
MCKEAG	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/28/85	132.50
MCKEAG	POLICE OFFICER	FOURTH DISTRICT	12/04/85	193.00
MCKEAG	POLICE OFFICER	ELEVENTH DISTRICT	12/05/85	379.50
MCKEAG	POLICE OFFICER	TWENTIETH DISTRICT	11/22/85	59.10
MCKEAG	POLICE OFFICER	SEVENTEENTH DISTRICT	11/15/85	93.00
MCKEAG	POLICE OFFICER	TENTH DISTRICT	11/09/85	92.00
MCKEAG	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/30/85	92.00
MCKEAG	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/30/85	78.90
MCKEAG	POLICE OFFICER	FOURTH DISTRICT	11/28/85	204.05
MCKEAG	POLICE OFFICER	FIFTEENTH DISTRICT	11/07/85	77.15
MCKEAG	POLICE OFFICER	FIFTH DISTRICT	11/20/85	52.00
MCKEAG	POLICE OFFICER	FOURTEENTH DISTRICT	10/09/85	150.00
MCKEAG	POLICE OFFICER	NINETEENTH DISTRICT	11/23/85	184.50
MCKEAG	POLICE OFFICER	NINETEENTH DISTRICT	11/07/85	174.30

REPORT TIME 7:33:24
PROGRAM--- PFR070

CITY COUNCIL ORDERS
COUNCIL MEETING OF 3/25/86
REGULAR ORDERS

TERMINAL--- W1
OPERATOR---WHS

3/25/86

REPORTS OF COMMITTEES

28863

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PYLMAN	POLICE OFFICER	YOUTH DIVISION AREA THREE	10/08/85	5737.50
QUILLINAN	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/01/85	155.00
QUINLISK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/08/85	165.00
RAFA	POLICE OFFICER	TWENTIETH DISTRICT	11/03/85	107.00
RAPIER	POLICE OFFICER	SEVENTH DISTRICT	9/26/84	105.00
RAWLS	POLICE OFFICER	NINTH DISTRICT	5/10/85	110.15
REID	POLICE OFFICER	SECOND DISTRICT	11/06/85	301.00
ROBASZEWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/85	191.00
ROBERTS	POLICE OFFICER	FOURTEENTH DISTRICT	11/14/85	95.00
ROSELLINI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/15/85	188.00
ROSSI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/15/85	34.75
ROTKOVICH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/13/85	35.00
RUMOWSKI	POLICE OFFICER	CENTRAL INVESTIGATION UNIT	3/08/83	185.00
SALYERS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/02/85	582.00
SAMUEL	POLICE OFFICER	TWENTIETH DISTRICT	12/11/85	123.50
SCALLON	POLICE OFFICER	FIFTH DISTRICT	11/07/85	551.29
SCHILD	POLICE OFFICER	FIRST DISTRICT	1/23/85	268.00
SCHILD	POLICE OFFICER	THIRTEENTH DISTRICT	11/13/85	148.00
SCHILD	POLICE OFFICER	ELEVENTH DISTRICT	12/13/81	448.00
SCHWAB	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/13/85	199.50
SERAFINI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/02/85	101.00
SEUFFER	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	11/19/85	216.00
SEVENING	POLICE OFFICER	TENTH DISTRICT	12/05/85	202.50
SHEERAN	POLICE OFFICER	TENTH DISTRICT	12/30/85	103.50
SHEPPARD	POLICE OFFICER	FOURTH DISTRICT	11/02/85	245.85
SHORTER	POLICE OFFICER	SECOND DISTRICT	1/22/85	108.00
SIDOR	POLICE OFFICER	YOUTH DIVISION AREA ONE	8/17/85	151.00
SIECZKOWSKI	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	4/23/70	700.00
SIMEK	POLICE OFFICER	NINTH DISTRICT	1/29/85	254.65
SIMPSON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/30/85	185.00
SMITH	POLICE OFFICER	FOURTEENTH DISTRICT	4/11/84	487.00
SNEED	POLICE OFFICER	FIFTEENTH DISTRICT	10/30/85	209.75
SNOWDEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/04/85	317.00
SPEAKES	POLICE OFFICER	TENTH DISTRICT	10/14/85	107.00
SPRINGER	POLICE OFFICER	FIFTH DISTRICT	12/13/85	103.00
STOCKER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/27/85	61.50
STONER	POLICE OFFICER	TENTH DISTRICT	11/21/85	79.00
STRATTON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/28/85	62.00
STUKEL	POLICE OFFICER	YOUTH DIVISION AREA SIX	11/19/85	101.00
SULLIVAN	POLICE OFFICER	TWENTIETH DISTRICT	11/22/85	57.00
SWEENEY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/09/85	62.50
SYKES	POLICE OFFICER	FOURTH DISTRICT	11/15/85	98.85
TAYLOR	POLICE OFFICER	SIXTH DISTRICT	12/22/85	75.00
TAYLOR	POLICE OFFICER	SEVENTEENTH DISTRICT	10/10/85	171.00
TAYLOR	POLICE OFFICER	TENTH DISTRICT	11/16/85	80.00
THOMPSON	POLICE OFFICER	THIRD DISTRICT	11/21/85	204.50
TILFORD	POLICE OFFICER	SECOND DISTRICT	9/18/85	82.00
TORAN	POLICE OFFICER	FIFTH DISTRICT	12/24/85	373.56
			11/07/85	

REPORT TIME 7:33:24
PROGRAM-- PFR070

FILE 0
TERMINAL-- W1
OPERATOR--WMS

28864

JOURNAL-CITY COUNCIL--CHICAGO

3/25/86

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/25/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TOUHY	POLICE OFFICER	FIFTEENTH DISTRICT	11/09/85	241.80
TUTTLE	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	150.00
UDING	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/03/85	78.10
VACCARO	POLICE OFFICER	FOURTEENTH DISTRICT	5/17/85	55.00
VALDES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/03/85	85.50
WALTERS	POLICE OFFICER	NINETEENTH DISTRICT	7/03/85	136.00
WARD	POLICE OFFICER	TWELFTH DISTRICT	6/06/85	32.00
WASHINGTON	POLICE OFFICER	FIFTH DISTRICT	12/08/85	214.57
WATZKE	POLICE OFFICER	EIGHTEENTH DISTRICT	11/12/85	80.00
WEBB	POLICE OFFICER	FOURTEENTH DISTRICT	5/18/85	205.00
WHITEMAN	POLICE OFFICER	SEVENTEENTH DISTRICT	7/19/85	699.25
WICK	POLICE OFFICER	SEVENTEENTH DISTRICT	1/03/84	76.94
WILLIAMS	POLICE OFFICER	TENTH DISTRICT	3/30/85	149.75
WILLIAMS	POLICE OFFICER	THIRD DISTRICT	12/18/85	206.55
WILSON	POLICE OFFICER	THIRD DISTRICT	10/22/85	392.00
WISNIEWSKI	POLICE OFFICER	YOUTH DIVISION AREA FIVE	11/08/85	254.00
WITTENBERG	POLICE OFFICER	TWENTIETH DISTRICT	10/11/85	306.00
WOMACK	POLICE OFFICER	EIGHTH DISTRICT	1/04/85	119.00
ZAK	POLICE OFFICER	TRUCK 10	11/13/85	109.00
AMROUSE	FIREFIGHTER	AMBULANCE 32	11/23/85	123.25
BARRINGER	PARAMEDIC	ENGINE COMPANY 56	11/18/85	165.00
BARRON	FIREFIGHTER	AIR AND SEA RESCUE	5/23/85	95.00
BAUER	ENGINEER	DISTRICT RELIEF 3	10/01/85	162.90
BAUKNECHT	PARAMEDIC	TRUCK 3	8/16/85	26.75
BELL	FIREFIGHTER	TRUCK 23	6/25/85	210.50
BLAINE	CAPTAIN	TRUCK 13	10/12/85	185.00
BYRNE	PARAMEDIC	AMBULANCE 45	10/07/85	201.00
COGLIANESE	FIREFIGHTER	ENGINE COMPANY 45	5/28/85	202.10
DOSENBACH	LIEUTENANT	ENGINE COMPANY 98	8/22/85	20.00
DUBIEL	LIEUTENANT	DISTRICT RELIEF 2	11/15/85	191.70
DUBIEL	PARAMEDIC	DISTRICT RELIEF 4	11/01/85	45.00
FEIGL	PARAMEDIC	DISTRICT RELIEF 4	6/04/85	263.50
FLISK	ENGINEER	DISTRICT RELIEF 4	6/22/85	277.50
GILLEN	LIEUTENANT	ENGINE COMPANY 95	11/06/85	197.00
GUNTHER	FIREFIGHTER	ENGINE COMPANY 54	8/21/85	79.00
JEFFRIES	PARAMEDIC	ENGINE COMPANY 103	6/22/85	80.00
KELLY	PARAMEDIC	AMBULANCE 7	6/25/85	9775.10
KING	PARAMEDIC	AMBULANCE 21	11/30/85	145.40
KOFFSKI	PARAMEDIC	DISTRICT RELIEF 4	9/04/85	39.00
KOOL	PARAMEDIC	ENGINE COMPANY 43	7/19/85	171.50
MCCALLUM	FIREFIGHTER	DISTRICT RELIEF 5	10/07/85	85.00
MCCAMBRIDGE	FIREFIGHTER	TRUCK 19	8/04/85	44.00
MCCORMICK	FIREFIGHTER	TRUCK 29	10/08/85	1490.70
MCGRATH	LIEUTENANT	ENGINE COMPANY 84	8/01/85	383.00
MCPOLIN	FIREFIGHTER	ENGINE COMPANY 112	8/15/85	101.50
MESCH	FIREFIGHTER	ENGINE COMPANY 45	11/23/85	75.00
OLSON	FIREFIGHTER	SQUAD 5	7/28/85	212.50
	BATTALION CHIEF	BATTALION 17	10/04/85	2425.00
			11/04/82	23.37

3/25/86

REPORTS OF COMMITTEES

28865

PRG /
TERMINAL--W1
OPERATOR--WMS

CITY COUNCIL ORDERS

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/25/86

REGULAR ORDERS

REPORT TIME 7:33:24
PROGRAM-- PFR070

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
REED	PARAMEDIC	DISTRICT RELIEF 3	8/02/84	128.00
SIDWELL	FIREFIGHTER	ENGINE COMPANY 76	7/15/85	3045.50
SINOPOLI	PARAMEDIC	AMBULANCE 38	7/13/85	1876.25
SMITH	LIEUTENANT	DISTRICT RELIEF 5	8/17/85	242.00

and

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

[Third party orders printed on page
28867 of this Journal.]

*Placed on File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.*

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

Chicago Vietnam Veterans Parade Committee, May 2, 1986 (City-wide);

A.I.D.S Assistance Association, Inc., April 19 and 20, 1985, (north portion of the City).

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

3/25/86

REPORTS OF COMMITTEES

28867

1
PAGE
TERMINAL---W1
OPERATOR---WMS

REPORT TIME 7:33:24
PROGRAM-- PFR070

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/25/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AGNOLI	POLICE OFFICER	TWENTIETH DISTRICT	11/27/85	318.55
ANCIULIS	POLICE OFFICER	ENFORCEMENT SECTION	11/15/85	233.00
AVERY	POLICE OFFICER	ELEVENTH DISTRICT	5/27/85	1819.20
BATTAGLIA	CHRISTOPHER	FIFTEENTH DISTRICT	9/25/85	90.00
BONK	GEORGE	NINETEENTH DISTRICT	6/18/85	250.00
BORDERS	EVERETT C	FIFTEENTH DISTRICT	11/20/85	402.50
BROWN	DAVID	FIFTH DISTRICT	7/19/85	1440.00
BURNS	WILLIAM G	ENFORCEMENT SECTION	4/30/83	20.00
CZEKALSKI	JAMES E	ENFORCEMENT SECTION	9/18/85	164.00
DANIELS	DAVID L	EIGHTH DISTRICT	11/14/85	241.00
DAVIS	WILLIAM B	TWENTY-FOURTH DISTRICT	11/02/85	51.00
EAGLIN	JAMES H	TWENTY-FIFTH DISTRICT	6/01/85	30.00
ERACI	NICHOLAS J	EIGHTH DISTRICT	11/14/85	1118.50
GLOSS	ARTHUR	NINETEENTH DISTRICT	11/07/85	410.00
HENRY-PHELPS	SYLVIA LEE	FIFTEENTH DISTRICT	11/26/85	443.60
HEER	JOHN	TWENTY-THIRD DISTRICT	11/09/85	210.00
HODGE	ROGER	PUBLIC HOUSING DIVISION-NORTH	11/20/85	144.00
HUELS	EDWIN	NINTH DISTRICT	7/13/85	101.00
JANUSZ	KENNETH	TWENTY-FIFTH DISTRICT	11/15/85	416.50
KARDYNALSKI	WALTER	ENFORCEMENT SECTION	9/05/85	54.00
KIRK	NEIL B	AUTOMOTIVE POUNDS SECTION	12/06/85	402.00
KLEIN	MYLES	SEVENTEENTH DISTRICT	8/12/85	192.50
KUMIGA	DONALD J	ENFORCEMENT SECTION	11/25/85	234.00
LEIFERT	DAVID C	FIFTH DISTRICT	7/14/85	255.00
MALLOY	PATRICK J	SIXTH DISTRICT	12/27/85	290.75
MILLETTE	JAN	TWENTY-THIRD DISTRICT	11/07/85	408.00
MUNDELL	MARY A	FOURTH DISTRICT	3/31/85	80.00
ROGERS	PETER	SECOND DISTRICT	11/30/85	78.00
ROGERS	WILLIAM A	FIRST DISTRICT	5/31/85	1767.00
SINENI	JAMES	TWENTY-FIFTH DISTRICT	6/01/85	145.00
SOTO	MARIA M	TWENTY-THIRD DISTRICT	11/05/85	157.10
SUNDBERG	JAMES	TWENTY-SECOND DISTRICT	9/01/85	41.30
SZPARKOWSKI	GARY W	PUBLIC TRANSPORTATION M.T.S.	10/20/85	255.50
THOMPSON	THOMAS	SEVENTEENTH DISTRICT	5/13/85	140.00
TINERELLA	VINCENT P	TWENTIETH DISTRICT	8/30/85	65.00
TOMALA	LARRY R	TENTH DISTRICT	9/29/85	101.00
ULDRYCH	RUDY	ELEVENTH DISTRICT	3/24/85	4530.02
VACCARO	BRUCE	FOURTEENTH DISTRICT	10/07/85	1239.00
VALKENBURG	JOHN	ELEVENTH DISTRICT	2/03/83	466.00
VANA	JEFFREY	YOUTH DIVISION ADMINISTRATION	8/14/85	15.00
YOUNG	CLARENCE J	SEVENTH DISTRICT	6/02/85	140.00

COMMITTEE ON AGING AND DISABLED.

PROPOSED HEARING TO INVESTIGATE DELAY BY CHICAGO HOUSING AUTHORITY IN IMPLEMENTING EFFECTIVE SECURITY PLAN FOR SENIOR CITIZENS.

The Committee on Aging and Disabled submitted the following report:

CHICAGO, March 24, 1986.

To the President and Members of the City Council:

Your Committee on Aging and Disabled, having under consideration a resolution calling for hearings into the delay in implementing an effective security plan for senior citizens by the Chicago Housing Authority, held a committee hearing on February 28, 1986, in the Lincoln-Perry Senior C.H.A. Apartments in Alderman Bobby Rush's ward.

Statements were taken from Zirl Smith, Executive Director of the Chicago Housing Authority, Madeline O'Neill, Director of the Senior Division of the Police Department, and many persons who currently live in the Lincoln-Perry Apartments.

In response to the concerns of the committee, Zirl Smith stated that two security guards would be in place in all senior C.H.A. buildings by March 18, 1986. They will be on patrol duty for 16 hours a day, will patrol all floors and exterior of the building. In addition, Director Smith agreed to install telephones on the front desk in all buildings as soon as possible.

The meeting was recessed at the call of the Chair.

(Signed) Respectfully submitted,
MARION K. VOLINI,
Chairman.

On motion of Alderman Volini, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Security in Chicago Housing Authority buildings for senior citizens is a major problem; and

WHEREAS, More than 10,000 senior citizens that live in C.H.A. buildings are vulnerable to victimization and physical abuse by individuals who circumvent the present security systems; and

WHEREAS, The C.H.A. Executive Director appeared before the Council Committee on Aging and Disabled on April 18, 1985 and testified that the C.H.A. would be implementing a security plan that would be in operation by July, 1985; and

WHEREAS, Part of this plan called for increasing security personnel by contracting out to private security firms; and

WHEREAS, Seven months later, no security contract has been awarded and senior citizens are still haunted by the prospect of crimes against their persons and property; now, therefore,

Be It Resolved, That the Chicago City Council conduct hearings into the delay in implementing an effective security plan for senior citizens by the Chicago Housing Authority.

COMMITTEE ON BUILDINGS.

AMENDMENT OF MUNICIPAL CODE CHAPTER 43, SECTION 43-1 CONCERNING POSTING OF EMERGENCY REFERRAL NUMBERS AT ALL CONSTRUCTION SITES.

The Committee on Buildings submitted the following report:

CHICAGO, February 13, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance (which was referred on November 20, 1985) to amend Chapter 43, Section 1 of the Municipal Code of Chicago, as it relates to posting of building permits and to include that the applicant shall clearly print the name and telephone number of a responsible person to contact in case of any emergency.....and that failure to comply with the provision of this ordinance shall be grounds for revocation, begs leave to recommend that Your Honorable Body *Pass* the said substitute proposed ordinance which is transmitted herewith.

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

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

On motion of Alderman Roti, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago, Chapter 43, Section 43-1, is hereby amended by adding the language in italics to read as follows:

43-1. It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, or demolition of any building, structure, or structural part thereof within the city unless a permit therefor shall have first been obtained from the Commissioner of Inspectional Services. *The applicant shall clearly print the name and telephone number of a responsible person to contact in case of any emergency.* Such permit shall be posted in a conspicuous place upon the exterior of the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved. *Failure to comply with the provisions of this ordinance shall be grounds for revocation.*

SECTION 2. This ordinance shall be in effect upon its passage.

COMMITTEE ON ECONOMIC DEVELOPMENT.

APPOINTMENT OF MR. RONALD GIDWITZ AS MEMBER AND CHAIRMAN OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, March 25, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated March 12, 1986, appointing Ronald Gidwitz as a member of the Economic Development Commission for a three-year term, and a further communication from the Honorable Harold Washington, Mayor, dated March 19, 1986, designating Ronald Gidwitz as Chairman of the Economic Development Commission, begs leave to recommend that Your Honorable Body *Approve* said appointment and designation.

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

Respectfully submitted,
(Signed) WILLIAM M. BEAVERS,
Vice Chairman.

On motion of Alderman Beavers, the said proposed appointment of Mr. Ronald Gidwitz as a member and Chairman of the Economic Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

Aldermen Hagopian and Frost were excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

SETTLEMENT APPROVED FOR ACQUISITION OF PROPERTY LOCATED AT 5440 SOUTH CICERO AVENUE/ 4832-4844 WEST 5TH STREET.

The Committee on Land Acquisition and Disposition submitted the following report:

CHICAGO, March 25, 1986.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition to which was referred a communication from the Department of Public Works an ordinance granting approval of a settlement for property adjacent to Midway Airport for the purpose of removing a major obstruction within the clear zone of Runway 22L, located at 5440 South Cicero

Avenue/4832-4844 West 55th Street. This is an acquisition of 162,144 square feet of land improved with a story building, with a brick basement and steel office building containing 27,195 square feet including basement, three-car brick garage and land improvements. The owner, Central States Motor Freight Bureau, Incorporated, has agreed to accept in full payment for the acquisition, the sum of \$1,196,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM J.P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On January 4, 1985, Council Journal pages 13357 and 13358, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Department of Aviation the following described property adjacent to Chicago Midway Airport for the purpose of removing a major obstruction within the clear zone of Runway 22L at Chicago Midway Airport.

Parcel 29.

That part of the East 550 feet of the Southeast quarter of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, lying South of and adjoining the Southerly right-of-way line of the Chicago and Western Indiana Railroad right of way, excepting therefrom the North 400 feet thereof and excepting therefrom that portion previously conveyed or dedicated for public highway purposes (commonly known as 5440 South Cicero Avenue and 4832 to 4844 West 55th Street).

WHEREAS, The Commissioner of Public Works was by said ordinance authorized to negotiate for the acquisition of this parcel; and

WHEREAS, An agreement has been made with the owner of Parcel No. 29 to acquire said parcel for the sum of \$1,196,000.00; and

WHEREAS, Payment for said property is to be made from Fund No. 623-8653- 540-6; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. That it is desirable and necessary that the property commonly described as 5440 South Cicero Avenue and 4832 to 4844 West 55th Street and legally described above, be acquired by the City of Chicago for the purpose herein set forth in this ordinance.

SECTION 2. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners of said property, the sum of \$1,196,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 623-8653-540-6.

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

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER 11.1, SECTION 11.1-7 CONCERNING RE-REGISTRATION OF FIREARMS EXEMPTION FOR ACTIVE LAW ENFORCEMENT PERSONNEL.

The Committee on Police and Fire submitted the following report:

CHICAGO, March 25, 1986.

To the President and Members of the City Council:

Your Committee on Police and Fire having had under consideration a proposed ordinance (which was referred on February 4, 1986) from Alderman Sherman amending Chapter 11.1, Section 11.1-7 of the Municipal Code of the City of Chicago, exempting active law enforcement personnel from re-registration of firearms begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) MICHAEL F. SHEAHAN,
Chairman.

On motion of Alderman Sheahan, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone --44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 11.1-7(b) of the Municipal Code of Chicago is hereby amended by striking therefrom certain language appearing in brackets below and by inserting in lieu thereof certain language in italics below:

11.1-7. ...

(b) Any firearm currently registered must be re-registered pursuant to this Chapter and in accordance with rules, regulations and procedures prescribed by the Superintendent. An application to re-register such firearm shall be filed within 180 days from the effective date of this Chapter; provided, however, that this section shall not apply to [police] *law enforcement* officers during their tenure of continuous active duty.

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

CHICAGO MUNICIPAL CODE CHAPTER 11 AMENDED BY
ADDING NEW SECTION 11-41 CONCERNING MEMORIAL
PROCEDURE FOR DECEASED POLICE OFFICERS.

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

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

SECTION 1. That Chapter 11 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 11-41 and to read in italics as follows:

11-41. Upon loss of life in the line of duty of any police officer, a memorial service shall be held outside the main entrance (LaSalle Street) of City Hall in which participants shall be the Mayor, the Commissioner of Police, and the alderman or aldermen representing the ward(s) in which said officer lived and/or worked. During such memorial, the official City of Chicago flag shall be flown at half-mast, and the name of the police officer shall be read while Taps are played. Immediately thereafter, said flag shall be lowered and given to the local station where said police officer was assigned, and then presented to the survivors of said police officer as a tribute. In the event of inclement weather the ceremony may be held in the lobby of City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

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

CHICAGO MUNICIPAL CODE CHAPTER 12 AMENDED BY
ADDING NEW SECTION 12-15.1, CONCERNING
MEMORIAL PROCEDURE FOR DECEASED
PARAMEDICS AND FIREFIGHTERS.

The Committee on Police and Fire submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That Chapter 12 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 12-15.1 and to read in italics as follows:

12-15.1 Upon loss of life in the line of duty of any firefighter and/or paramedic, a memorial service shall be held outside the main (LaSalle Street) entrance of City Hall in which participants shall be the Mayor, the Fire Commissioner, and the alderman or aldermen representing the ward(s) in which said officer lived and/or worked. During such memorial, the official City of Chicago flag shall be flown at half-mast, and the name of the firefighter/paramedic shall be read while Taps are played. Immediately thereafter, said flag shall be lowered and given to the local station where said firefighter/paramedic was

assigned, and then presented to the survivors of said firefighter/paramedic as a tribute. In the event of inclement weather the ceremony may be held in the lobby of City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

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

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, March 25, 1986.

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 January 30 and February 13, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 10 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 each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone --44.

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. 5-F.

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

SECTION 1. That the Statements for Institutional Planned Development No. 158 of the Chicago Zoning Ordinance, which appear in the Journal of the City Council of the City of Chicago at pages 3898-3900, October 13, 1976, be amended by adding the following language to the end of Statement No. 6:

"In addition to the other uses specified herein, this land may be used for an emergency medical helicopter helistop or landing pad to be located on the roof of the Core Tower of the New Building to receive patients being transported thereto by helicopter under the following conditions:

- a) the landing pad will be used only by Children's Memorial Hospital;
- b) helicopter transports will be used only for medical and surgical emergencies;
- c) helicopter transports to or from Children's Memorial Hospital will be made only during the following circumstances:
 - i) when patients require immediate transport for surgery or medical care in an intensive care unit;
 - ii) when the patient meets the medical criteria stated above, and:
when travel distance is more than 40 miles away

or

less than 40 miles away, but ground traffic or weather conditions would delay the transport and threaten the life of the patient.

- d) the decision to transfer a patient by air or ambulance will strictly remain a decision between the referring physician and the intensive care unit attending staff at the Children's Memorial Hospital. Although Children's Memorial Hospital does intend to inform other health care providers of its transport team services, it will not emphasize the helicopter portion of this service;
- e) Children's Memorial Hospital will not own or operate a helicopter transport business and will not base, store, fuel or service (except in the case of a mechanical emergency) a helicopter at its landing pad;

SECTION 2. That the Use and Bulk Regulations and Data for Institutional Planned Development No. 158, which appear in the Journal of the City Council for the City of Chicago at page 3904, October 13, 1976, be amended by adding the following language to the General Description of Land Use:

and Emergency Medical Helicopter Landing Pad to be located on the roof of the Core Tower of the New Building

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. 11-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 R3 General Residence symbols and indications as shown on Map No. 11-H in the area bounded by

West Wilson Avenue; North Paulina Street; a line 292 feet south of and parallel to West Wilson Avenue; the alley next west of and parallel to North Paulina Street; a line 192 feet south of and parallel to West Wilson Avenue; and North Hermitage Avenue,

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

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications herein above established to the designation of a Residential 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 hereof and to no others.

[Residential Planned Development printed on pages 28879 through
28886 of this Journal.]

(Continued on page 28887)

RESIDENTIAL PLANNED DEVELOPMENTSTATEMENTS

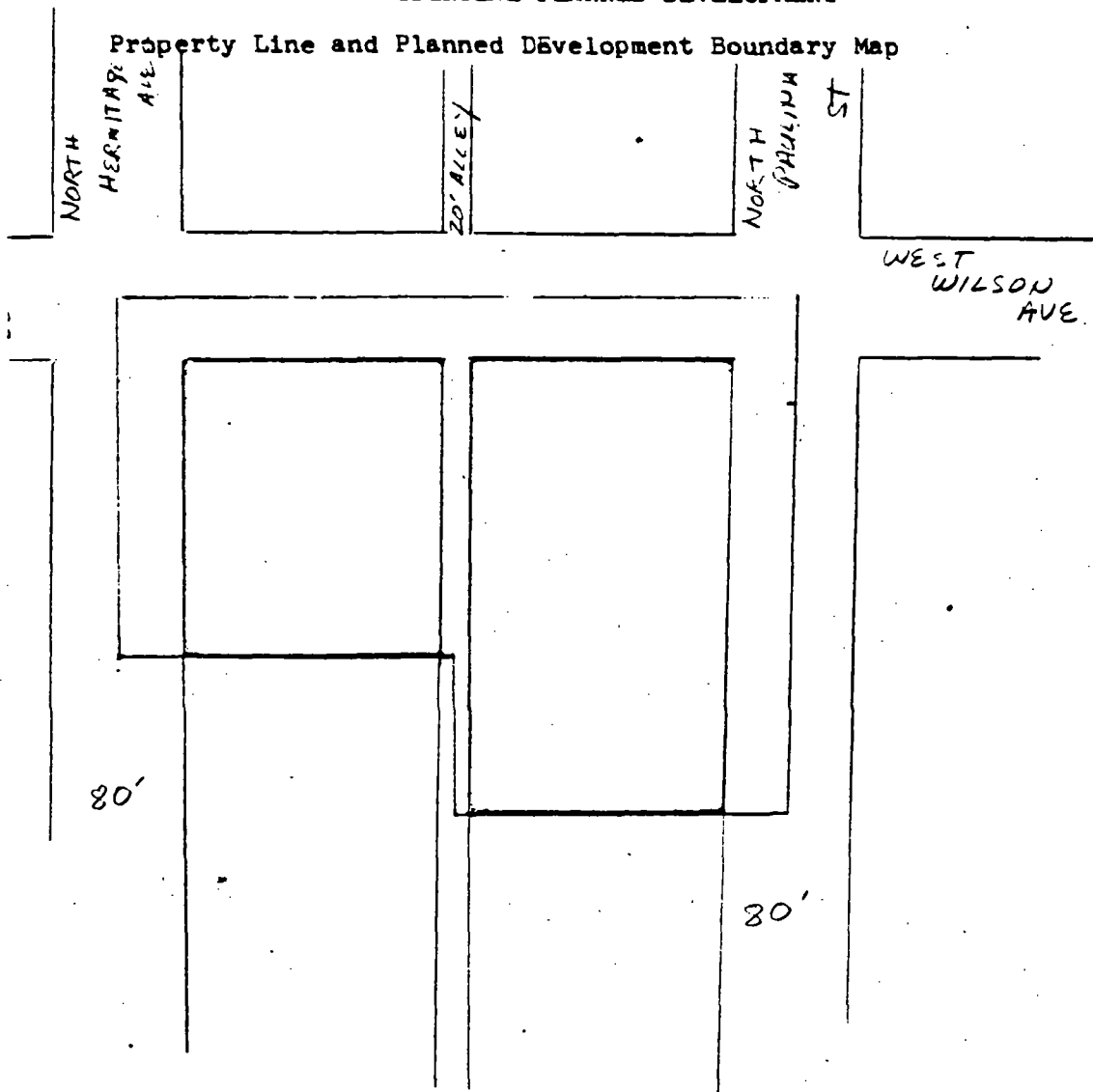
1. The area delineated herein as "Residential Planned Development" is controlled by Balkan Associates, Inc., contract purchaser, and is owned by the Y M C A of Metropolitan Chicago.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication or vacation of streets, or resubdivision of parcels shall require a separate submittal on behalf of Balkan Associates, Inc., its successors, assignees or grantees.
4. All applicable official review, approvals or permits, including such City Council approvals as may be mandated by the Municipal Code of Chicago, are required to be obtained by Balkan Associates, Inc., its successors, assignees or grantees.
5. Service drives, if any, or any other ingress or egress lanes, not heretofore proposed to be dedicated shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of the land shall consist of no more than 40 Residential Units in two family and single family attached (or detached) structures, and off-street parking.
7. The following information sets forth data concerning the property included in said development. A Generalized Land Use Plan is also included illustrating the development of said property in accordance with the intent and purpose of the Chicago zoning Ordinance.
8. Identification signs may be permitted within the area delineated as Residential Planned Development subject to the review and approval of the Department of Inspectional Services and the Department of Planning and in accordance with Chapter 86.1-11 of the Municipal Code of Chicago.

9. The Plan of Development attached shall be subject to the "Rules, Regulations and Procedures in Relation to the Planned Developments" as adopted by the Department of Planning.

Applicant: City Homes, Inc., agents for:
Balkan Associates, Inc.
860 West Willow Street
Chicago, Il. 60614

Date: January 30, 1986

RESIDENTIAL PLANNED DEVELOPMENT



LEGEND

———— Property Line

----- Planned Development Boundary

Applicant: City Homes, Inc., agents for:
Balkan Associates, Inc.
860 West Willow Street
Chicago, IL 60614

Date: January 30, 1986

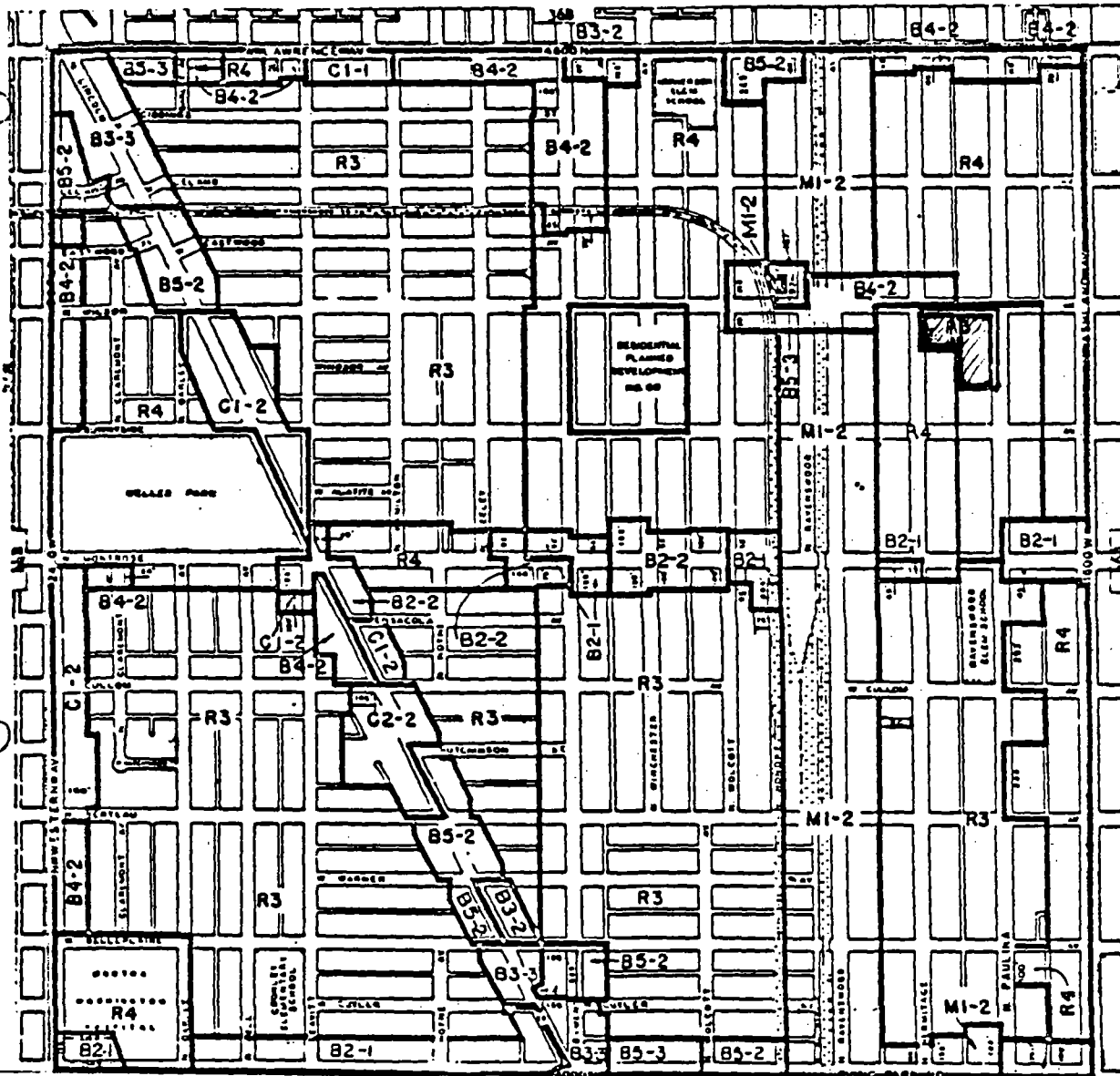
RESIDENTIAL PLANNED DEVELOPMENT

Existing Zoning Map

CHICAGO ZONING ORDINANCE

SEC. 16 T. 408. R. 4E.

MAP 11-H



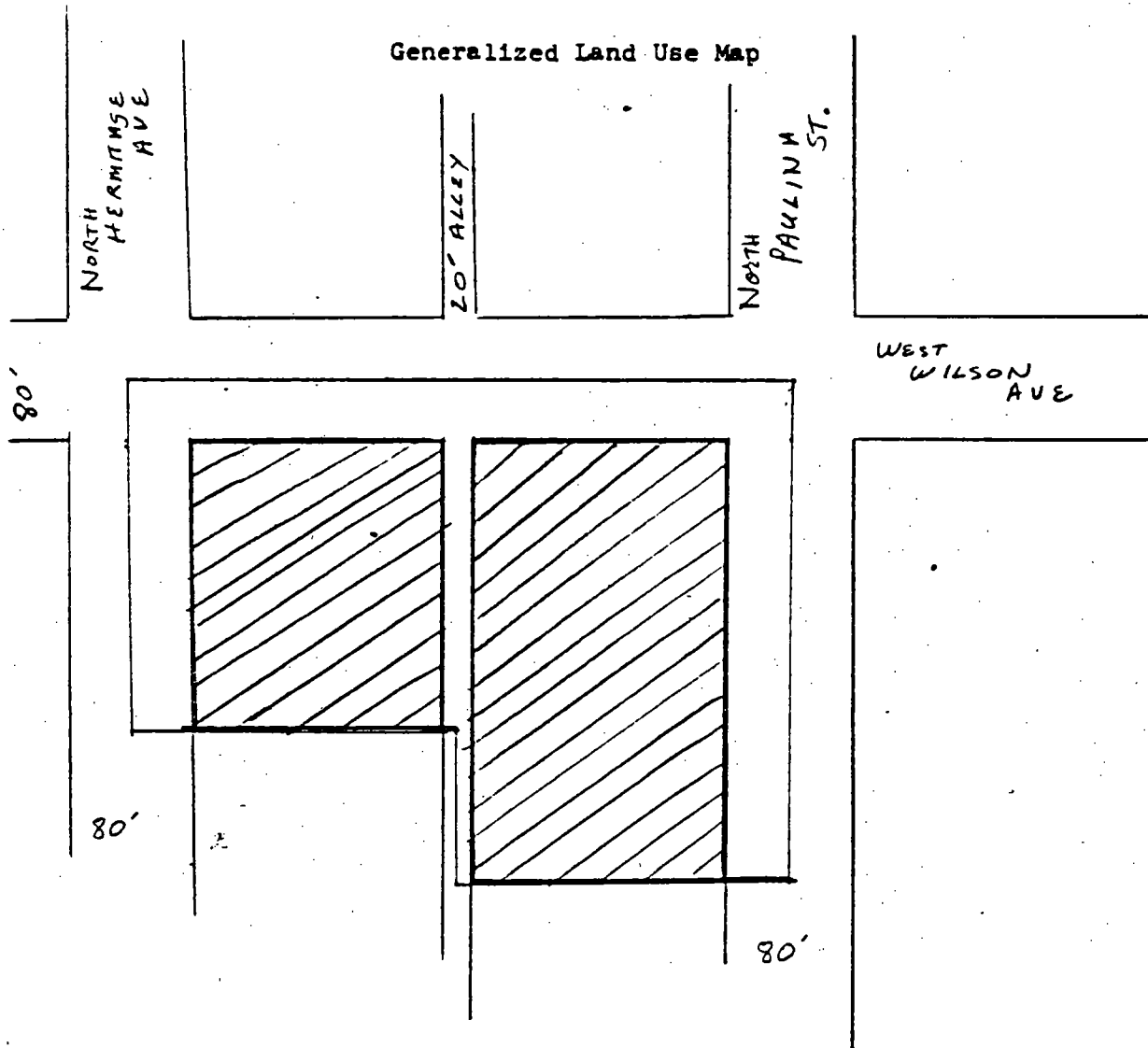
LEGEND

- Major Preferential Streets
- Planned Development
- Zoning Boundaries

Applicant: City Homes, Inc., agents for
Balkan Associates, Inc.
860 West Willow Street
Chicago, IL 60614

Date: January 30, 1986

RESIDENTIAL PLANNED DEVELOPMENT NO. _____



LEGEND

- Property Line
 = = = = = Planned Development Boundary



No more than 40 Residential units in Two Family
 & Single Family Attached (or detached) structures, and

Applicant: City Homes, Inc., agents for: OF STREET
 Balkan Associated, Inc. PARKIN.
 860 West Willow Street
 Chicago, IL 60614

Date: January 30, 1986

RESIDENTIAL PLANNED DEVELOPMENT

Plan of Development

Use and Bulk Regulation Data

NET SITE AREA:		GENERAL DESCRIPTION OF LAND USE:	MAXIMUM FLOOR	MAXIMUM
SQ. FEET	ACRES		AREA RATIO:	SITE
				COVERAGE:
79,860	1.8	No more than 40 Residential Units in two family and single family attached (or detached structures, and off-street parking	0.30	40%

GROSS SITE AREA:

Net site - 79,860 sq. ft.
streets &
alleys - 41,400 sq. ft.
total 120,260 sq. ft.

OFF STREET PARKING:

No less than one per dwelling unit and possibly more.

MAXIMUM FLOOR AREA RATIO: 0.80.

SET BACKS AND GENERALIZED LAND USE

Hermitage Avenue

Lot 1:

No more than four townhouses,
except that this lot may also
instead be used for a duplex, or
a single family home combined with
an optional one bedroom garden
apartment which may not exceed
750 sq. ft.

Lots 2 through 7:

Single family home combined with
an optional one bedroom garden
apartment which may not exceed
750 sq. ft. on each.

Paulina Avenue

Entire Tract:

Four 6-unit townhouse buildings
set back from the boundaries
as follows:

Wilson Avenue	20'
Paulina Street	7'-6"
South Line	20'
Alley	1'-6"

First Alternate:

Lots 8 through 18: Single Family
combined with an optional one
bedroom garden apartment which may
not exceed 750 sq. ft. on each.

Second Alternate:

Lot 8: No more than four townhomes,
except that this lot may instead be
used for a duplex or a single family
home combined with an optional one
bedroom garden apartment which may
not exceed 750 sq. ft.

Lots 9 through 18: Single family
homes combined with an optional one
bedroom garden apartment which may
not exceed 750 sq. ft. on each.

Third Alternate:

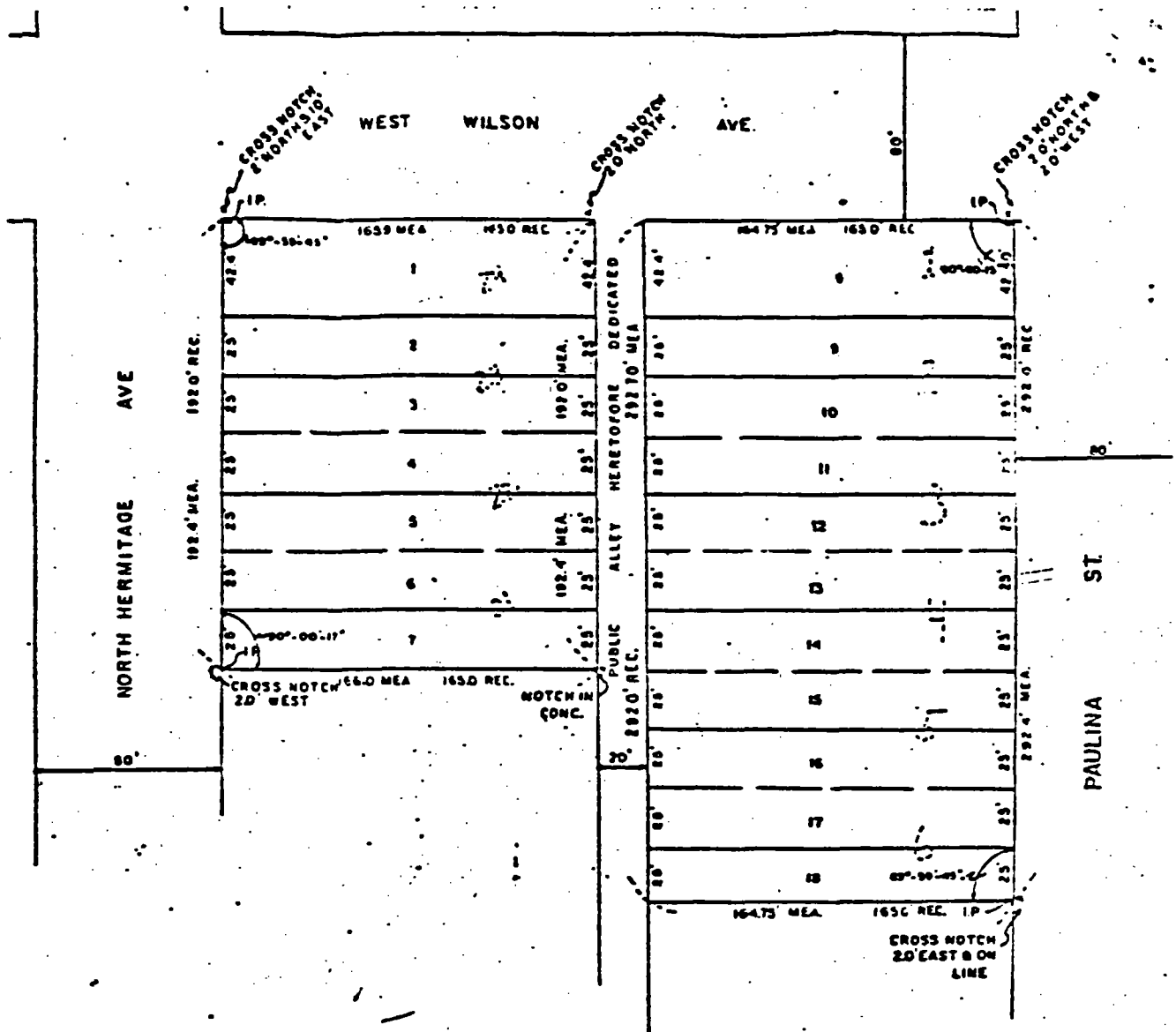
Same as second alternate except that
lots 13 through 18 may be used for
two 6-unit townhouse buildings
(instead of single family) with
setbacks from the boundaries as
follows:

Paulina Street	7'-6"
South Line	20'
Alley	1'-6"
North Line	20'

Applicant: City Homes, Inc., agents for:
Balkan associates, Inc.
860 West Willow Street
Chicago, Illinois 60614

Date: January 30, 1986

Revised: March 13, 1986



PLAT OF SUBDIVISION

Applicant: City Homes Inc.
 Date: March 13, 1986

(Continued from page 28878)

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

*Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.*

The Committee on Zoning submitted the following report which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published.

CHICAGO, March 25, 1986.

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 August 20, November 6 and December 23, 1985, January 30, February 4, 13 and 26, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

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

(Signed) EDWARD R. VRDOLYAK,
Vice Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 1-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 1-L in the area bounded by

West Chicago Avenue; a line 60 feet east of North Lamon Avenue; the alley next south of West Chicago Avenue; and North Lamon 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.

Reclassification of Area Shown on Map No. 2-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R-4 General Residence District symbols and indications as shown on Map No. 2-L in the area bounded by

West Madison Street; a line 160 feet east of and parallel to South Laramie Avenue; the alley next south of and parallel to West Madison Street; and South Laramie Avenue,

to those of an C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 3-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-4 General Commercial District symbols and indications as shown on Map No. 3-F in the area bounded by

West Elm Street; a line 132.43 feet west of and parallel to North Clark Street; a line 71.93 feet south of and parallel to West Elm Street; a line 56.07 feet west of and parallel to North Clark Street; West Elm Street; North Clark Street; a line 236.76 feet south of and parallel to West Elm Street; and the alley next west of North Clark Street,

to the designation of a C2-5 General Commercial District and a corresponding use district is hereby established in the area described above.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the C2-5 General Commercial District symbols and indications as shown on Map No. 3-F in the area bounded by

West Elm Street; a line 132.43 feet west of and parallel to North Clark Street; a line 71.93 feet south of and parallel to West Elm Street; a line 56.07 feet west of and parallel to North Clark Street; West Elm Street; North Clark Street; a line 236.76 feet

south of and parallel to West Elm Street; and the alley next west of North Clark Street,

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 28890 through 28896
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. 3-F
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-3 Restricted Retail District symbols and indications as shown on Map No. 3-F in the area bounded by

West North Avenue; North Cleveland Avenue; the alley next south of and parallel to West North Avenue; and North Mohawk Street,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 3-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 3-K in the area bounded by

West LeMoyné Street; the alley next east of North Cicero Avenue; the alley next south of West LeMoyné Street; and North Cicero Avenue,

(Continued on page 28897)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. _____

PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as Residential-Business Planned Development consists of approximately 30,369 square feet (0.7 acres) of real property bounded as shown on the attached "Property Lot Line Map." The property is currently owned or controlled by: LaSalle National Bank, as Trustee under Trust Number 109371.

2. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

3. The Applicant or its successors, assignees, grantees or such other person or entity as may then own or control the subject property shall obtain all required reviews, approvals, licenses and permits in connection with this Planned Development.

4. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

5. The following uses shall be permitted within the Planned Development: dwelling units, business uses, related health and recreational uses, earth station receiving dish, and accessory and non-accessory off-street parking including the non-accessory off-street parking specified by the Zoning Board of Appeals in its Resolution of April 21, 1978, in Cal. No. 71-78-S, which latter parking requirement may be satisfied during the period of construction of this planned development on any suitable location within 1,000 feet walking distance of said premises served. All other controls and regulations set forth herein apply within the general application of this statement.

6. Any service drive or other ingress or egress for motor vehicles shall be adequately designed and paved in accordance with the now published regulations of the Bureau of Traffic Engineering and Operations and in compliance with the Municipal Code of the City of Chicago.

7. The height restriction of the Planned Development and any appurtenance attached shall be subject to:

- (1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration;
- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

8. Accessory and non-accessory off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

9. Business and business identification signs shall be permitted on exterior building surfaces subject to the review and approval of the Departments of Planning, Zoning and Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals.

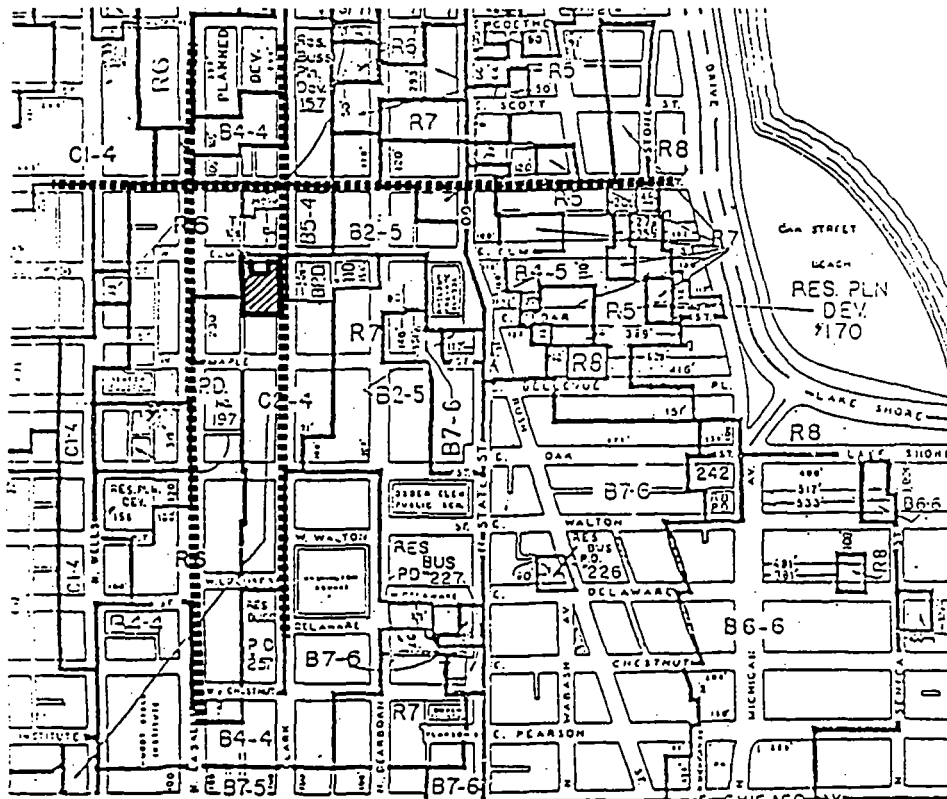
10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in force on the date of this application.

APPLICANT: Eugene Heytow

ADDRESS: 1116-1138 North Clark Street

DATE: December 17, 1985

RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT ZONING & PREFERENTIAL STREETS MAP



PROPOSED DEVELOPMENT



PREFERENTIAL STREETS

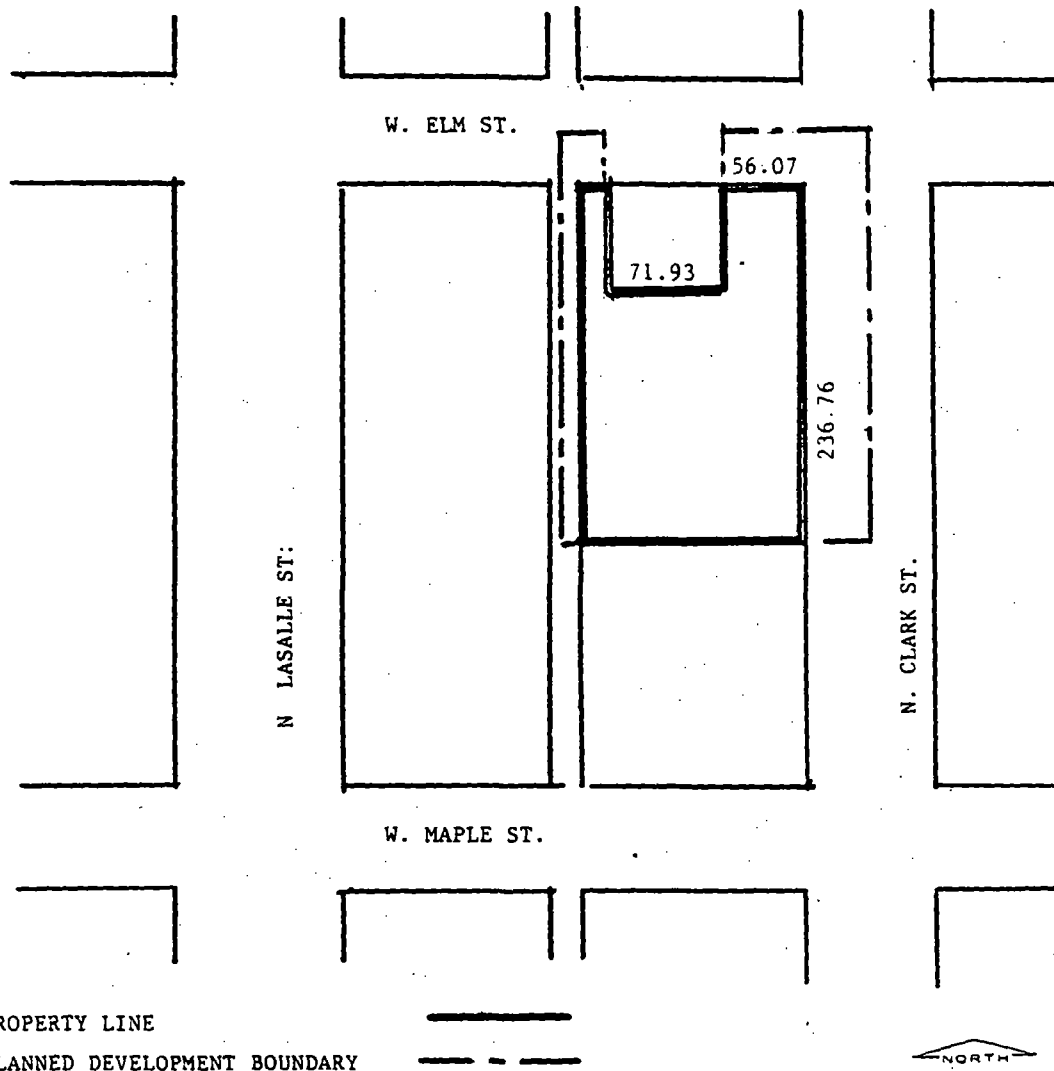


APPLICANT: Eugene Heytow

ADDRESS: 1116-1138 North Clark Street

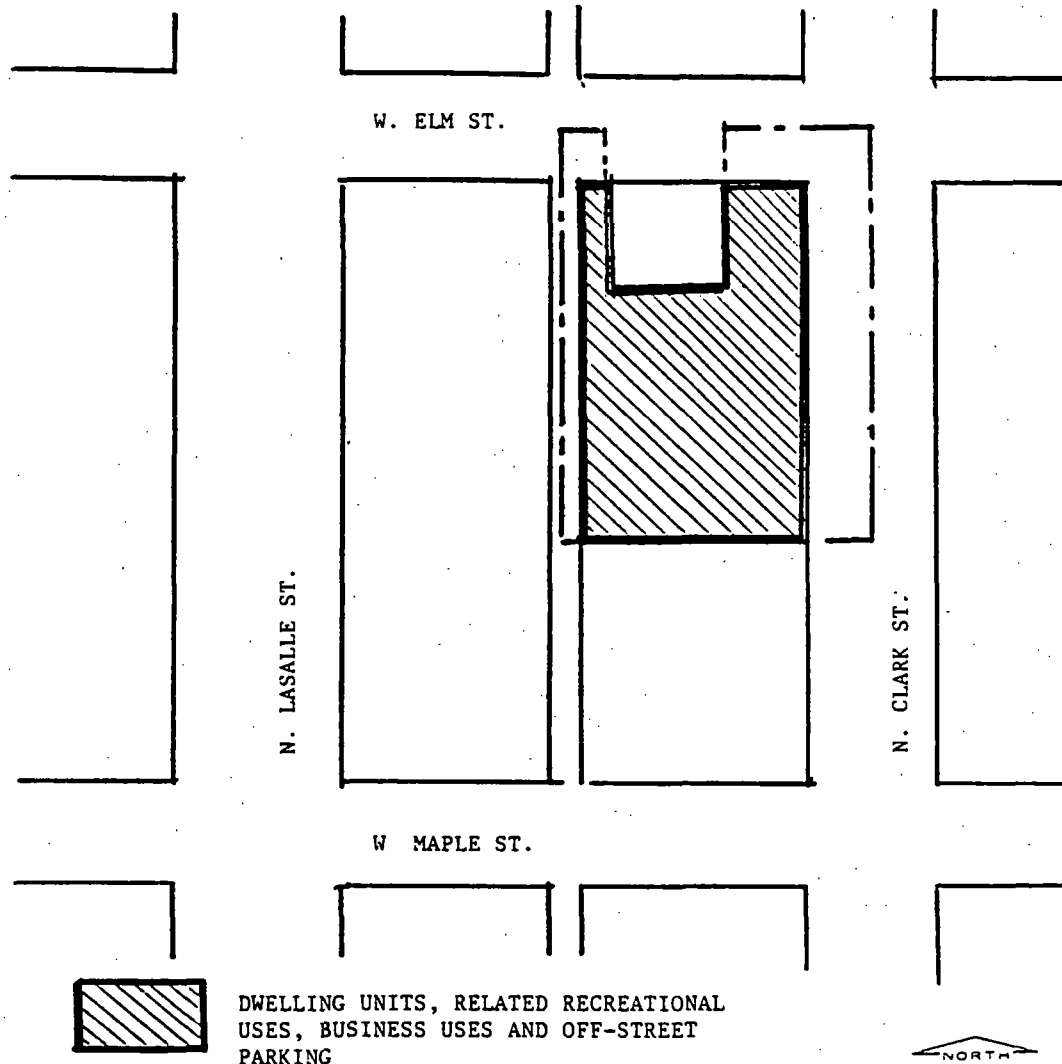
DATE: December 17, 1985

RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT
PLANNED DEVELOPMENT BOUNDARY MAP



APPLICANT: Eugene Heytow
ADDRESS: 1116-1138 North Clark Street
DATE: December 17, 1985

RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT
PROPOSED GENERAL LAND USE PLAN



APPLICANT: Eugene Heytow

ADDRESS: 1116-1138 North Clark Street

DATE: December 17, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT No. _____

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA	GENERAL DESCRIPTION OF LAND USE	MAX NO. OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENTAGE OF LAND COVERED
30,369 sq.ft. or 0.7 acres	Dwelling units, recreational uses, business uses, (Including an earth station receiving dish) and off-street parking	320	11.5	at grade: 92% at 65 ft. above grade: 34%

NET SITE AREA

30,369 sq. ft.

GROSS SITE AREA (Net Site area + area of public streets and alleys)

46,365 sq. ft. (1.06) = 30,369 sq. ft. (0.702 acres) +
15,966 sq. ft. (0.37 acres)

MAXIMUM FLOOR AREA RATIO

11.5

MAXIMUM NUMBER OF DWELLING UNITS

320 including a maximum of 50 percent efficiency units

MINIMUM NUMBER OF OFF-STREET PARKING SPACES

254 including 56 non-accessory spaces specified by the Zoning Board of Appeals
in its Resolution of April 21, 1978 in Cal. No. 71-78-S.

MINIMUM NUMBER OF OFF STREET LOADING BERTHS

2 at 10 ft. x 25 ft.

MINIMUM SET BACK AT GRADE

Elm Street: 15 feet
All others: 0 feet

SETSACKS 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 approval of the Commissioner of Planning.

APPLICANT: Eugene Heytoy
ADDRESS: 1116-1138 North Clark Street
DATE: December 17, 1985

(Continued from page 28889)

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 4-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-G in the area bounded by

the public alley next south of and parallel to West Roosevelt Road; South Loomis Street; vacated West Washburne Avenue; and a north-south line 139.39 feet west of and parallel to South Loomis Street,

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. 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in the area bounded by

West Cornelia Avenue; a line 100 feet west of and parallel to North Seminary Avenue; the alley south of West Cornelia Avenue; and the east right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad,

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

Reclassification of Area Shown on Map No. 13-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 13-I in the area bounded by

the center line of the North Branch of the Chicago River; a line 188.311 feet east of and parallel to North Kedzie Avenue; West Carmen Avenue; and North Kedzie Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 15-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 R2 Single Family Residence and B2-1 Restricted Retail Districts symbols and indications as shown on Map No. 15-J in the area bounded by

West Peterson Avenue; a line 156.72 feet east of North Jersey Avenue; a line 254 feet south of West Peterson Avenue; a line 140.51 feet east of North Jersey Avenue; a line 270 feet south of West Peterson Avenue; and North Jersey Avenue,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 18-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 18-I in the area bounded by

South Columbus Avenue: a line 40.25 feet southwest of the intersection of South Columbus Avenue and South Whipple Street as measured along the southeast line of South Columbus Avenue and perpendicular thereto; a line 74.9 feet southeast of South Columbus Avenue; and a line 88.71 feet southwest of the intersection of South Columbus Avenue and South Whipple Street as measured along the southeast line of South Columbus Avenue and perpendicular thereto,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 26-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-1 General Manufacturing District symbols and indications as shown on Map No. 26-B in the area bounded by

a line 260 feet southwest of the intersection of E. 103rd Street and South Commercial Avenue as measured along the northwest line of South Commercial Avenue and perpendicular thereto; South Commercial Avenue; a line 375 feet southwest of the intersection of East 103rd Street and South Commercial Avenue as measured along the northwest line of South Commercial Avenue and perpendicular thereto; and the alley next northwest of South Commercial Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
194A, SECTIONS 8.3-2 AND 8.3-4 REGARDING
BICYCLE SALE AND REPAIR SHOPS.

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

CHICAGO, March 25, 1986.

To the President and Members of the City Council:

Your Committee on Zoning having had under consideration a proposed ordinance (referred to your committee on February 26, 1986) to amend Sections 8.3-2 and 8.3-4 of Chapter 194A of the Municipal Code of Chicago, regarding bicycle sale and repair shops, begs leave to recommend that Your Honorable Body pass said proposed ordinance attached herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting votes.

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

(Signed) EDWARD R. VRDOLYAK,
Vice 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 Section 8.3-2 of Chapter 194A, "The Chicago Zoning Ordinance", is hereby amended by renumbering, under paragraph B thereof, numbers (6) through (60) to read as numbers (7) through (61), and by inserting in its proper numerical sequence a new number (6) to read in italics below:

8.3-2. ...

B. ...

(6) Bicycle Sales, Rental and Repair Stores, when such bicycles are not motor-driven.

SECTION 2. That Section 8.3-4 of Chapter 194A, "The Chicago Zoning Ordinance", is hereby amended by inserting, in paragraph B (6) thereunder, certain language in italics below:

8.3-4. ...

B. ...

(6) Motor-driven Bicycle Sales, Rental and Repair Stores.

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

Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
194A, SECTIONS 7.3-4, 7.4-4(5) and 7.12 REGARDING
OFF-STREET PARKING LOTS.

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

CHICAGO, March 25, 1986.

To the President and Members of the City Council:

Your Committee on Zoning having had under consideration a proposed ordinance (referred January 30, 1986) to amend Sections 7.3-4, 7.4-4(5) and 7.12 of Chapter 194A of the Municipal Code of Chicago, regarding off-street parking lots, begs leave to recommend that Your Honorable Body pass the proposed ordinance attached herewith.

This recommendation was concurred in by 10 members of the committee with no dissenting votes.

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

(Signed) EDWARD R. VRDOLYAK,
Vice 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 Section 7.3-4 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by adding thereto a new Subsection 7.3-4 (13), in italics as follows:

7.3-4. Permitted Uses--R4 General Residence District.

(13) Public Garages, Class III, as defined in Chapter 156 of the Municipal Code.

SECTION 2. Section 7.4-4(5) of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code, is hereby amended by adding thereto the language in italics, as follows:

7.4-4. Special Uses--R4 General Residence District.

(5) Parking Lots, open and other than accessory, for the storage of private passenger automobiles, and subject to the provisions of Section 7.12. *For purposes of this subsection only, "parking lot" shall not include a public garage, class III.*

SECTION 3. Section 7.12 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by adding thereto a new Subsection 7.12(11), in italics as follows:

7.12. Off-Street Parking--Use and Bulk Regulations.

* * * * *

(11) The provisions of subsections (5) and (8) of this section shall not apply to any public garage, class III.

SECTION 4. This ordinance shall be in full force and effect from and after January 1, 1986.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

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

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

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

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

Alderman

Location, Distance and Time

BLOOM (5th Ward)

South University Avenue (west side)
from East 58th Street to a point 150 feet
south thereof -- 7:00 A.M. to 4:00 P.M. --
Mondays through Fridays;

Alderman

Location, Distance and Time

GABINSKI (32nd Ward)

West Altgeld Street (south side) at 2355 -
- 9:00 A.M. to 5:00 P.M. -- Mondays
through Saturdays.

*Referred -- ONE-WAY TRAFFIC RESTRICTION ON SPECIFIED
PUBLIC WAYS.*

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way and Direction

SHEAHAN (19th Ward)

First north-south alley bounded by West
106th Place, South Campbell Avenue,
South Maplewood Avenue and West
106th Street -- northerly;

BANKS (36th Ward)

First east-west alley north of West Irving
Park Road between North Major Avenue
and North Mango Avenue -- westerly.

*Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.*

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

Alderman

Location and Distance

ROTI (1st Ward)

South Canal Street between West Adams
Street and West Jackson Boulevard
(Jersey barrier wall to be located 20 feet
from west face of curb) for distance of 20
feet;

South Princeton Avenue at 2714 (except
for handicapped);

SAWYER (6th Ward)

South Eberhart Avenue (east side) at
8023 (except for handicapped);

HUELS for VRDOLYAK (10th Ward)

South Avenue M (west side) at 10844
(except for handicapped);

Alderman	Location and Distance
<i>HUELS</i> (11th Ward)	South Keeley Street (east side) at 2829 (except for handicapped); West 46th Street at 241 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Sawyer Avenue (east side) at 7705 (except for handicapped); West 65th Street (north side) at 3922 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Lawndale Avenue (both sides) at 4700;
<i>SMITH</i> (28th Ward)	West Fulton Boulevard at 3443 (except for handicapped);
<i>HAGOPIAN</i> (30th Ward)	North Kedvale Avenue (east side) at 2047 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	North Greenview Avenue (east side) at 1309 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Menard Avenue at 2533 (except for handicapped); North Mobile Avenue at 2922 (except for handicapped);
<i>BANKS</i> for <i>CULLERTON</i> (38th Ward)	North Sayre Avenue (west side) at 3916 (except for handicapped);
<i>BANKS</i> for <i>LAURINO</i> (39th Ward)	North Bernard Street (east side) at 4539 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Campbell Avenue at 5841 (except for handicapped);
<i>MC LAUGHLIN</i> (45th Ward)	North Keating Avenue at 4737 (except for handicapped); North Kilpatrick Avenue (east side) from West Lawrence Avenue to the first east-west alley south thereof;

Alderman	Location
<i>SCHULTER</i> (47th Ward)	West Cullom Avenue (south side) at 2057 to 2061;
<i>STONE</i> (50th Ward)	West Schreiber Avenue (south side) alongside of 6419 North Ravenswood Avenue.

*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.*

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

Alderman	Location
<i>BURKE</i> for <i>VRDOLYAK</i> (10th Ward)	South Buffalo Avenue (east side) at 13200;
<i>KOTLARZ</i> (35th Ward)	North Keeler Avenue (east side) from 3401 to 3421.

*Referred -- ESTABLISHMENT OF DIAGONAL PARKING ON
PORTION OF NORTH OAKLEY AVENUE.*

Alderman Gabinski (32nd Ward) presented a proposed order to establish diagonal parking on the east side of North Oakley Avenue between West Montana Street and West Fullerton Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF TOW AWAY ZONES AT
SPECIFIED LOCATIONS.*

Alderman Oberman (43rd Ward) presented three proposed ordinances to establish tow away zones at the locations designated, and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Vine Street at driveway in the 1600 block -- at all times;

West Willow Street at 641 on either side of driveway -- at all times; -

North Orchard Street at 1600 on either side of driveway -- at all times;

*Referred -- DISCONTINUANCE OF TOW AWAY ZONE ON
PORTION OF NORTH SEDGWICK STREET.*

Alderman Natarus (42nd Ward) presented a proposed ordinance to discontinue the tow away zone on North Sedgwick Street from 746 to 748, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS.

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

Alderman	Location
<i>BANKS</i> for <i>CULLERTON</i> (38th Ward)	West Cornelia Avenue and North Oak Park Avenue;
<i>PUCINSKI</i> (41st Ward)	North Milwaukee Avenue and West Imlay Street.

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
<i>HUTCHINSON</i> (9th Ward)	South Forest Avenue and East 106th Street -- "Stop"; South Eberhart Avenue and East 105th Street -- "Stop";
<i>HUELS</i> (11th Ward)	South Canal Street and West 32nd Street -- "2-Way Stop"; West 45th Street and South Lowe Avenue -- "4-Way Stop";
<i>MADRZYK</i> (13th Ward)	South Tripp Avenue and West 64th Street -- "Stop";

3/25/86

NEW BUSINESS PRESENTED BY ALDERMEN

28907

Alderman	Location and Type of Sign
<i>KRYSTYNIAK</i> (23rd Ward)	West 48th Street and South Kostner Avenue -- "4-Way Stop";
<i>KOTLARZ</i> (35th Ward)	North Monticello Avenue at West Roscoe Street -- "Stop";
<i>BANKS</i> for <i>CULLERTON</i> (38th Ward)	North Melvina Avenue at West Grace Street -- "Stop"; North Melvina Avenue at West Warwick Avenue -- "Stop"; North Mobile Avenue at West Byron Street -- "Stop"; North Oak Park Avenue at West Cornelia Avenue -- "Stop"; North Long Avenue at West Henderson Avenue -- "Stop"; West Cornelia Avenue and North Rutherford Avenue -- "4-Way Stop";
<i>BANKS</i> for <i>LAURINO</i> (39th Ward)	West Glenlake Avenue and North Kedvale Avenue -- "Stop";
<i>OBERMAN</i> (43rd Ward)	West Schiller Street and North Astor Street -- "2-Way Stop"; West Fullerton Avenue and North Geneva Terrace -- "2-Way Stop";
<i>MC LAUGHLIN</i> (45th Ward)	North Cicero Avenue and West Wilson Avenue -- "No Right Turn On Red"; North Cicero Avenue and West Lawrence Avenue -- "No Turn On Red";
<i>SCHULTER</i> (47th Ward)	North Claremont Avenue and West Byron Street -- "All Way Stop";
<i>STONE</i> (50th Ward)	North Western Avenue and West Albion Avenue -- "3-Way Stop".

*Referred -- PROPOSED STUDY CONCERNING INSTALLATION
OF STOP SIGN.*

Alderman Orbach (46th Ward) presented a proposed order to conduct a study concerning the installation of a stop sign at the intersection of West Eastwood Avenue and North Clarendon Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 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
<i>ROTI</i> (1st Ward)	Wing Hong Building Association;
<i>EVANS</i> (4th Ward)	Mr. Clemens Roothoan; Ellis Estates Condominium Association; Newport Condominium; 5217-5219 South Kenwood Association;
<i>BLOOM</i> (5th Ward)	Lake Terrace Condominium Association; The Parkside Associated Limited Partnership; Blackstone Condominium; Parkview Condominium Association;
<i>MADRZYK</i> (13th Ward)	South Homan Condominium Association;

Alderman

Claimant

KELLAM (18th Ward)

Bernice Gulli;

Richard Macys;

KELLEY (20th Ward)

6125 South Wabash Building;

KRYSTYNIAK (23rd Ward)

Mr. and Mrs. Kowalkowski;

W. DAVIS (27th Ward)

Liberty Mutual Insurance and Ervin
Sprull;

GABINSKI (32nd Ward)

Leonard Dembkowski;

MELL (33rd Ward)

3312 North Oakley Condominium
Association;

Albany Concensus;

PUCINSKI (41st Ward)

Olmsted Condominium Association;

Northwest Garden Condominium
Association;

Normandy Condominium Association;

The Edisonaire Condominium
Association;

Edgewood Manor No. 2 Condominium
Association;

Friendly Village No. 4 Condominium
Association;

Shenendoah Condominium Association;

Edison Villa Condominium Association;

Bridgeview Garden Condominium
Association;

6005-6009 Neola Condominium
Association;

6831 Northwest Highway Condominium
Association;

Alderman

Claimant

Birch Tree Manor Condominium
Association;

5147-5151 North East River Road
Condominium Association;

Innisbrook Condominium Association
No. 3;

Northwest Point Condominium
Association;

OBERMAN (43rd Ward)

Williamsburg Garden Homeowners
Association;

2336 North Commonwealth
Condominium Association;

Clifton Place Condominium
Association;

333 Belden Condominium Association;

Chicago-Concord Lane Condominium
Association;

MC LAUGHLIN (45th Ward)

4128 Cullom Condominium Association;

Gunnison Point Condominium
Association;

Fountainaire Condominium;

Windsor West Condominium
Association;

ORBACH (46th Ward)

3520 North Lake Shore Drive
Condominium Association;

3825 Condominium Association;

Imperial Towers Condominium
Association;

3730-3740 Lake Shore Drive
Condominium Association;

3/25/86

NEW BUSINESS PRESENTED BY ALDERMEN

28911

Alderman

Claimant

Waterford Condominium Association;

4200 Marine Drive Condominium
Association;

Montrose Manor Condominium
Association;

Gill Park Cooperative;

721-723 Brompton Condominium
Association;

3800 North Lake Shore Drive
Condominium Association;

3600 Pine Grove Court Condominium;

3500 Lake Shore Drive Cooperative
Apartments;

3950 North Lake Shore Drive
Condominium;

STONE (50th Ward)

Aaron Schwartz;

6102-6104 North Hamilton Building
Cooperative Corporation;

Park Crest Condominium Association.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east-west 25-foot public alley in the block bounded by West Randolph Street, West Washington Boulevard, North Jefferson Street, and North Clinton Street for Lester B. Knight and Associates, Inc. (No. 9- 1-86-1040); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

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

Referred -- PORTION OF SOUTH PRAIRIE AVENUE CLOSED
TO TRAFFIC FOR "PRAIRIE AVENUE DAYS."

Also, a proposed order granting permission to Nell Himmelfarb McClure, Executive Director of the Chicago Architecture Foundation, to close to traffic the 1800 block of South Prairie Avenue during the period from May 3 to May 4, 1986 for the purpose of holding "Prairie Avenue Days," which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN EVANS (4th Ward):

CONGRATULATIONS EXTENDED TO CHICAGO CHAPTER OF
NATIONAL FORUM FOR BLACK PUBLIC
ADMINISTRATORS ON HOSTING ITS
FOURTH ANNUAL CONFERENCE
IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, The National Forum for Black Public Administrators is a national association of Black public administrators forum to promote leadership that includes city and county managers, chief administrative officers, agency directors, rank-and-file professionals, deans and students of public administration, allied disciplines and members of other supporting professions, and has a secondary mission, that of coordinating and linking public, private, and academic institutions into an effective network of maintaining viable communities that enhance the quality of life for all; and

WHEREAS, The National Forum for Black Administrators is committed to holding regional and national forums to focus on timely issues and concerns affecting Black public managers and their constituencies; and

WHEREAS, The City of Chicago, in April of 1985 invited the National Forum for Black Public Administrators to hold its 1986 Conference in Chicago from April 27-30, 1986, to promote tourism, as well as provide this national body with the opportunity to see successful public administrators and creative approaches towards creating an effective government to meet the challenges of urban needs; and

WHEREAS, The National Forum for Black Public Administrators will be holding its 4th Annual Conference, with attendance of 1,500 representatives from throughout the United States, at the Chicago Hilton and Towers, where workshops on an array of issues facing urban America will be discussed by some of the nation's most successful practitioners in the field of public administration, and will be providing other events throughout the City of Chicago; now, therefore,

Be It Resolved, That the City Council of the City of Chicago on this 25th day of March goes on record to congratulate the Chicago Chapter of the National Forum for Black Public Administrators as they host their organization's annual conference in our City, and we welcome this national organization to Chicago on April 27-30, 1986, and extend our support in making this conference a success.

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

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

Presented by

ALDERMAN BLOOM (5th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 37 CONCERNING CERTAIN EXEMPTIONS
FOR HELICOPTER LANDING PAD
LICENSE FEES.

A proposed ordinance to amend Chapter 37, Section 37-18 of the Chicago Municipal Code by exempting not-for-profit organizations from the payment of the annual license fee for any heliport owned or operated thereby, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF UNIVERSITY OF CHICAGO
FROM PAYMENT OF CERTAIN BUILDING FEES.

Also, a proposed ordinance to exempt the University of Chicago from the payment of City building fees due to not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK
AND STREET FAIR AT SPECIFIED LOCATIONS.

Also, a proposed order for the issuance of a permit to the 57th Street Art Fair Committee, c/o Ruth Knack, to hold a sidewalk and street fair on East 57th Street between South Kimbark and South Kenwood Avenues, on South Kimbark Avenue between East 56th and East 57th Streets, and on East 56th Street between South Kimbark and South Kenwood Avenues during the period from June 7 to June 8, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- COMMITTEE ON BEAUTIFICATION AND RECREATION
DIRECTED TO RECOMMEND REASONABLE ALTERNATIVES
TO KEEP CHICAGO PROFESSIONAL SPORTS
TEAMS IN CHICAGO.

Also, a proposed resolution directing the Committee on Beautification and Recreation to investigate the possible actions which the City of Chicago can take to keep Chicago professional sports teams in the City, and report its findings to the City Council on or before May 1, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- COMMITTEE ON PUBLIC RECORDS DIRECTED TO
INVESTIGATE ALLEGED BREACH OF CONFIDENTIALITY
RELATING TO CITY DOCUMENTS.

Also, a proposed resolution directing the Committee on Public Records to investigate an alleged breach of confidentiality in relation to certain City documents presented within Committee on Finance hearings, which was *Referred to the Committee on Public Records*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

**STRUCTURES DECLARED PUBLIC NUISANCES AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

Newsstand on the southwest corner of East 109th Street and South Michigan Avenue;

11860-11862 South Michigan Avenue (fire-gutted);

12048-12050 South Edbrooke Avenue (fire-gutted);

12042 South Edbrooke Avenue (fire-gutted); and

357 East Kensington Avenue (fire-gutted),

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

Newsstand on the southwest corner of East 109th Street and South Michigan Avenue;

11860-11862 South Michigan Avenue (fire-gutted);

12048-12050 South Edbrooke Avenue (fire-gutted);

12042 South Edbrooke Avenue (fire-gutted); and

357 East Kensington Avenue (fire-gutted),

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone --44.

Nays -- None.

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

GRATITUDE AND CONGRATULATIONS EXTENDED TO
MRS. IDA MOORE FOR HER OUTSTANDING
COMMUNITY SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Mrs. Ida Moore, one of Chicago's most outstanding citizens, is totally committed to the betterment of the southeast side community; and

WHEREAS, Mrs. Moore became a Beat Representative in 1984 and volunteer well over two hundred hours toward this effort. She was awarded the honor of being the Outstanding Beat Representative in her first year, and is also a member of the "100 Club", which means she has signed 100 people to become Beat Representatives; and

WHEREAS, A woman of great versatility and dedication, Mrs. Moore has worked 13 years at Presbyterian St. Luke Medical Center, has undertaken three years advanced study of Criminal Investigation, is a Sunday School teacher and member of Mission of Faith Church, and is currently promoting a Neighborhood Watch program in her community; and

WHEREAS, A devoted mother of two, Mrs. Ida Moore represents all that is solid and constructive in the citizenry of our great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby offer our gratitude and our congratulations to Mrs. Moore for her excelling and extremely helpful community work, and ~~that~~ we extend to this outstanding and devoted citizen our very best wishes for all happiness and success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Ida Moore.

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

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

CONGRATULATIONS EXTENDED TO NINTH WARD STREETS
AND SANITATION OFFICE FOR THEIR
OUTSTANDING SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, The 9th Ward has ranked number one in the delivery of City services and the removal of abandoned cars in 1984 and 1985, and for 30 months has led the City of Chicago in requests for services; and

WHEREAS, The 9th Ward Streets and Sanitation Office at 11621 South Indiana Avenue, in addition to full weekday service, is also open on Saturdays from 10:00 A.M. to 1:00 P.M. to care for the community; and

WHEREAS, Frank Crumpton, Division Superintendent, has provided expert and competent supervision; Ward Superintendent LeRoy Vaughn, Jr., has displayed outstanding management skills and his presence has had an immediate positive effect on 9th Ward services; and

WHEREAS, The 9th Ward, in one year, has the greatest decrease in "dirty alley units" and "rat infestation" in the City; and

WHEREAS, Section Foremen David Losso, Otis Walker and Haywood Miller have insisted on better quality of service by their men. The result is cleaner alleys, cleaner vacant lots, viaducts with less graffiti, regular refuse pickup, and the use of brooms and shovels around garbage cans; and

WHEREAS, Chris Williams, Ward Clerk of the 9th Ward Streets and Sanitation Office, Mrs. Edna McCullough, Clemmie Taylor, Robert Hawkins, Larry Houston and Betty Jean Walker of the 9th Ward Services Office have organized, planned, implemented and evaluated a successful 3-step services reporting program; and

WHEREAS, The 9th Ward's status as number one in service ratings would not have been possible without the excellence of the Ward's Streets and Sanitation Office; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 25th day of March, 1986, A.D., do hereby, on behalf of all the citizens of the City of Chicago and most particularly the grateful residents of the 9th Ward, offer our congratulations and best wishes to the dedicated officers and staff of the 9th Ward Streets and Sanitation Office: Division Superintendent Frank Crumpton; Ward Superintendent LeRoy Vaughn, Jr.; Section Foremen David Losso, Otis Walker, Haywood Miller, Morris McDowell, Chris Williams, Richard Taylor, Joe Jackson, James Sconyer, Jordan Streeter, Dave Winfield, Congress Dickson, Albert Manuel, Eddie O'Neal, Gary Klabacha, Claude Clark, Joe Dunn, Willie Mason, Edward Mitchell, Edward Smith, Taylor Pouncey, Lonnie Cox, Richard Harley, Jerry Collins, Eddie Davis, Maurice Carpenter, Ron Rodriguez, Henry Pollard, Sam Carter, Ivan Lee, Fred Kato, Robert Jones, T. L. Garvin, Edna McCullough, Clemmie Taylor, Robert Hawkins, Larry Houston and Betty Jean Walker. This resolution is presented also on behalf of members of the Roseland Business Area, Calumet Industrial Commission, Concerned Young People, Ltd., United Block Network of West Pullman, the State to Steward Homeowners Association, the 9th Ward Citizens Committee, Businessmen in Action, and the North and South Pullman Area Historic Preservation groups, all exemplifying a community which works together for the betterment of everyone; and

Be It Further Resolved, That a suitable copy of this resolution be presented to each individual cited in the above.

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

On motion of Alderman Hutchinson, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Presented for

ALDERMAN VRDOLYAK (10th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD ARTS
AND CRAFTS FESTIVAL ON PORTIONS
OF SPECIFIED STREETS.

A proposed order, presented by Alderman Huels, for the issuance of the necessary permits to hold an arts and crafts festival on East 106th Street between South Bensley and South Yates Avenues, and on South Yates Avenue between East 105th and East 106th Streets on Saturday, August 9, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PORTIONS OF SPECIFIED STREETS CLOSED
TO TRAFFIC TO HOLD HEGEWISCH FEST.

Also, a proposed order, presented by Alderman Burke, to grant permission to John Leszczynski to close to traffic South Baltimore Avenue between East 132nd and East 134th Streets, South Brandon Avenue between East 132nd and East 134th Streets, and East 133rd Street between South Brandon and South Houston Avenues to hold a Hegewisch Fest during the period from August 2 to August 3, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN HUELS (11th Ward):

Referred -- GRADING OF ALLEY BOUNDED BY SOUTH
MARSHFIELD AVENUE, WEST 35TH STREET,
SOUTH PAULINA STREET AND
WEST 36TH STREET.

A proposed order for the grading of the alley bounded by South Marshfield Avenue, West 35th Street, South Paulina Street and West 36th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MAJERCZYK (12th Ward) and OTHERS:

Referred -- BANNING OF JEAN-LUC GODARD'S FILM,
HAIL MARY, IN CHICAGO CINEMAS.

A proposed resolution, presented by Aldermen Majerczyk, Brady, McLaughlin, Krystyniak, Langford, Sheahan, Frost, Orbach, Banks, Kotlarz, Kellam, Santiago, Huels, Roti, Rush, Gabinski, Madrzyk, D. Davis, Natarus, Henry, Streeter, Hagopian, Schuler, Smith, Burke, Pucinski, O'Connor, Hutchinson, Sherman, Sawyer, Mell and Kelley, to ban Jean-Luc Godard's film, *Hail Mary*, from being exhibited in Chicago cinemas.

Alderman Majerczyk moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Hutchinson, Huels, Majerczyk, Kellam, Sheahan, Kelley, Krystyniak, Henry, Soliz, Smith, Hagopian, Gabinski, Mell, Kotlarz, Banks, O'Connor, Pucinski, Natarus, McLaughlin, Orbach, Schuler, Volini, Stone -- 24.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Langford, Streeter, Garcia, W. Davis, D. Davis, Frost, Giles -- 11.

Thereupon, on motion of Alderman Majerczyk, the said proposed resolution was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN MADRZYK (13th Ward):

CONGRATULATIONS EXTENDED TO LOURDES HIGH SCHOOL
ON OCCASION OF THEIR 50TH ANNIVERSARY
OF EDUCATIONAL SERVICE.

A proposed resolution reading as follows:

WHEREAS, Lourdes High School is celebrating their 50th Anniversary of serving the educational and spiritual needs of young women; and

WHEREAS, The Sisters of St. Joseph of the Third Order of St. Francis have been involved in Chicago's educational scene since 1901 with Lourdes High School one of their greatest living achievements; and

WHEREAS, Lourdes is the only comprehensive Catholic girls' secondary school on the southwest side of Chicago at 4034 West 56th Street in the 13th Ward; and

WHEREAS, In 1935 plans were made to build a high school to accommodate 500 young ladies. Despite the Great Depression, the building was completed in 1936 and dedicated by George Cardinal Mundelein on September 6; today its enrollment totals 1,046; and

WHEREAS, Lourdes is the first and only girls' high school providing the Learning Assistance Program to students who desire a private Catholic education but are denied this opportunity merely because of nonconformity to society's academic standards for "average" students; and

WHEREAS, Lourdes offers a full academic program and six interscholastic sports; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 25th day of March in 1986, do hereby extend our heartiest congratulations to Lourdes High School on their 50th Anniversary; and

Be It Further Resolved, That April 18, 1986 be set aside as Lourdes Day in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be made available for presentation.

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

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

Presented by

ALDERMAN BURKE (14th Ward):

CONGRATULATIONS EXTENDED TO MR. STANLEY PIEZA FOR
HIGH HONORS BESTOWED ON HIM BY POPE
JOHN PAUL II.

A proposed resolution reading as follows:

WHEREAS, Stanley Pieza chronicled the events of Chicago for three daily newspapers -- the episodes, triumphs and historic achievements of a great City; and

WHEREAS, Mr. Pieza was a renowned and respected newsman for Chicago's *Herald Examiner*, whose journalists were legends in our City, and for the *Chicago Herald American* and *Chicago Tribune*; and

WHEREAS, Born in Chicago of Lithuanian immigrant parents, Mr. Pieza, in acknowledgement of the esteem and affection in which he is regarded in the Lithuanian Catholic Community, will receive, March 26, at the residence of Joseph Cardinal Bernardin, the Pro Ecclesia et Pontifice Medal, which has been conferred on him by Pope John Paul II; and

WHEREAS, His catholic education, as a student at Quigley Seminary and Mundelein College, and his roots in Chicago's Catholic community contribute to his nature as a sensitive and caring Christian gentleman; and

WHEREAS, As religion editor of the *Chicago Herald American*, *Chicago's American* and *Chicago Tribune*, Mr. Pieza travelled to Rome regularly for interviews with Pope Pius XII, Pope John XXIII, Pope Paul VI and Pope John Paul II; and

WHEREAS, Mr. Pieza is the loving father of two sons and two daughters and is blessed with 16 grandchildren; now, therefore,

Be It Resolved, That the Mayor and City Council of the City of Chicago extend warmest congratulations to Mr. Pieza for the high honors bestowed on him by His Holiness Pope John Paul II and extend our wish that he may enjoy good health and the blessings of God and family for many years to come.

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

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

Presented by

ALDERMAN SHEAHAN (19th Ward):

CONGRATULATIONS EXTENDED TO CHRIST THE KING PARISH
ON OCCASION OF THEIR 50TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Christ the King Roman Catholic Parish is celebrating its 50th Anniversary, and in commemoration of this event will conduct a parish dinner dance, April 19, 1986 and parish picnic and Mass on June 22, 1986; and

WHEREAS, Cardinal Mundelein established Christ the King Parish on July 3, 1936 and assigned Monsignor Patrick J. Gleason as pastor and founder; and

WHEREAS, Christ the King School was the first building erected and the first Mass was celebrated in the temporary chapel in the school on September 27, 1937; and

WHEREAS, A successful carnival was held in the fall of 1938 which enabled Monsignor Gleason to purchase a temporary rectory at 94th and Hamilton, while on November 24, 1940 the convent was built and blessed by Cardinal Stritch; and

WHEREAS, In 1950 the Rectory was built, while a successful finance drive finally enabled the construction of the Church; and

WHEREAS, On the fitting occasion of the feast of Christ the King in 1954, the Most Rev. Martin McNamera consecrated the altars and the first Mass was celebrated at midnight on Christmas Eve; and

WHEREAS, The City of Chicago and Beverly Community has benefitted immensely from the many contributions made to that community by the Sisters of Mercy as well as the Pastors and Priests who have ardently served at Christ the King Parish; and

WHEREAS, Christ the King Parish exemplifies the highest standards of spiritual and educational guidance presently under the direction of Rev. Edward Meyers and Rev. Dennis O'Neill; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here this day March 25th, 1986 do hereby offer our congratulations to Christ the King Parish on the occasion of their 50th Anniversary as well as our best wishes for a bright and spiritually uplifting future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Pastor of Christ the King Parish, Rev. Edward Meyers as a lasting tribute from the Chicago City Council.

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

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

Referred -- CONSTRUCTION OF "CURB CUTOUT" FOR
PARALLEL PARKING PURPOSES ON PORTION
OF SOUTH LEAVITT STREET.

Also, a proposed order to construct a "curb cutout" for parallel parking purposes on the east side of South Leavitt Street from West 95th Street to the first east- west alley north thereof, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to Horizon Sign Co., Inc., to erect a sign/signboard at 11047 South Western Avenue for Applebrook Realtors, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN KELLEY (20th Ward):

CONGRATULATIONS EXTENDED TO MRS. NAOMI RUTH
SMITH-MC GOWAN ON OCCASION OF HER 90TH
BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Naomi Ruth Smith-McGowan was born in Altoona, Pennsylvania on March 28, 1896; and

WHEREAS, As a young girl she became politically active in an effort to right the discriminatory practices she had to endure while in high school in Washington, D.C.; and

WHEREAS, Naomi Ruth Smith-McGowan is an accomplished musician, and in 1926 was the accompanist for the Umbrian Glee Club; she also accompanied her sister, who was a mezzo soprano. In 1923, she was one of two black voices in the 100 member Chicago World's Fair Choir; and

WHEREAS, From 1935 to 1937, she was a member of the W.P.A. Theatre Ensemble that presented plays and musicals in Chicago's public parks. At the same time, she served as President of the West Woodlawn Community Club and as Vice President of the McCosh Elementary School P.T.A.; and

WHEREAS, Naomi Ruth Smith-McGowan has worked in various positions including the period during and after the war, when she was intricately involved in the atomic energy project at Argonne Laboratory when it was located at the University of Chicago; and

WHEREAS, Naomi Ruth Smith-McGowan was among the first black voters to break with the administration of Republican Mayor William Hale Thompson and in 1928 switch to the Democratic Party where she was instrumental in getting the first black employee hired by the City Clerk's Office; and

WHEREAS, She has been a precinct captain in the 20th Ward since 1953, originally working with then Committeeman, Kenneth E. Campbell, and most recently with City Treasurer and 20th Ward Committeeman, Cecil A. Partee; and

WHEREAS, Naomi Ruth Smith-McGowan a mother, grandmother, and great grandmother will celebrate her 90th birthday on March 28, 1986; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council in meeting assembled this 25th day of March, 1986, A.D. that we congratulate Naomi Ruth Smith-McGowan on the occasion of her 90th birthday, and honor her for giving of herself so freely over the years working in civic, social and political organizations to raise the level of human dignity for all those with whom she came in contact; and

Be It Further Resolved, That a suitable copy of this resolution will be prepared and presented to Naomi Ruth Smith-McGowan.

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

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west public alley in the area bounded by West 62nd Place extended west, West 63rd Street, the right-of-way of the Chicago and Western Indiana Railroad, and South Gullikson Road for Burke and Sons Construction, Ltd. (No. 18-23-85-990); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward) and OTHERS:

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE BY
ADDING NEW CHAPTER 135.1 CONCERNING HOME
REPAIR BUSINESS REGULATIONS.

A proposed ordinance, presented by Aldermen Krystyniak, Hutchinson, Madrzyk, Majerczyk, Pucinski and Hagopian, to amend the Chicago Municipal Code by inserting a new chapter therein to be known as Chapter 135.1, setting regulations for persons in the business of home repairs, which was *Referred to the Committee on License*.

Presented by

ALDERMAN SOLIZ (25th Ward):

Referred -- INSTALLATION OF LIGHT POLE IN ALLEY BEHIND
2019 SOUTH CALIFORNIA AVENUE.

A proposed order for the installation of a light pole in the alley behind the premises located at 2019 South California Avenue, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to White Way Sign Company to erect a sign/signboard at 2875 West 19th Street for Saint Anthony Hospital, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- CONSTRUCTION OF BUS PASSENGER SHELTER -
AT SPECIFIED LOCATION.

A proposed ordinance to construct a bus passenger shelter at the southeast corner of West Warren Boulevard and North California Avenue, which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN SMITH (28th Ward):

Referred -- APPROVAL OF PROPERTY AT 5000 WEST ROOSEVELT
ROAD AS APPROPRIATE FOR COOK COUNTY
INCENTIVE ABATEMENT PURPOSES.

A proposed resolution to approve the property at 5000 West Roosevelt Road (Cicero Joint Venture of Dallas, Texas) as appropriate under the Cook County Real Property Assessment Classification Ordinance, Class 6b, for incentive abatement, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- GRANTING OF PERMISSION FOR OPERATION OF
NEWSPAPER STANDS AT SPECIFIED LOCATIONS.

Three proposed orders for the granting of permission to the individuals listed below for the operation of specified newspaper stands, on a daily basis in accordance with the Chicago Municipal Code, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mohammad Aquil -- stand on the southeast corner of West Fullerton Avenue and North Pulaski Road;

Karen Feldt -- stand on the triangular island of West Belmont, North Elston and North California Avenues;

Karen Feldt -- stand on the northeast corner of West Diversey and North California Avenues.

Presented by

ALDERMAN FROST (34th Ward):

DRAFTING OF ORDINANCES DIRECTED FOR
VACATION OF SPECIFIED PUBLIC WAYS.

Two proposed orders reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the closing to vehicular traffic of that part of South Lafayette Avenue within the northeasterly and southwesterly right-of-way lines of the Union Pacific System between West 115th Street and West 116th Street for Union Pacific System (No. 21-34-86-1041); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the closing to vehicular traffic of that part of South Perry Street within the

northeasterly and southwesterly right-of-way lines of the Union Pacific System between West 114th Street and West 115th Street for the Union Pacific System (No. 21-34-86-1042); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On separate motions made by Alderman Frost, each of the foregoing proposed orders was *Passed*.

Presented by

ALDERMAN KOTLARZ (35th Ward):

CONGRATULATIONS EXTENDED TO MR. AL URBANSKI
ON OCCASION OF FIFTY YEARS OF
COMMUNITY SERVICE.

A proposed resolution reading as follows:

WHEREAS, Al Urbanski is celebrating 50 years as owner of Urbanski's Pharmacy; and

WHEREAS, Al Urbanski has served with distinction as a community pharmacist during that time; and

WHEREAS, Mr. Urbanski has alleviated the suffering of many persons by skillful preparation of medications; and

WHEREAS, Al Urbanski has many times risen in the middle of the night to serve people in need of medicine; and

WHEREAS, Al Urbanski has maintained the highest professional standards for pharmacy; and

WHEREAS, Mr. Urbanski has served the most delicious ice cream confections and phosphate sodas; and

WHEREAS, Al Urbanski's lovely wife Dorothy and his children have shared in his sacrifices of time and energy on the community's behalf; now, therefore,

Be It Resolved, That Al Urbanski is held in the highest regard by the citizens of the great City of Chicago and that his record of 50 years of service may be an example and inspiration to all; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Al Urbanski.

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

Presented by

ALDERMAN BANKS (36th Ward):

*Referred -- GRANTING OF PERMISSION FOR OPERATION
OF NEWSPAPER STAND AT SPECIFIED LOCATION.*

A proposed order to grant permission to Frank Noga to operate newspaper stand on the southwest corner of West Diversey and North Narragansett Avenues on a daily basis in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN GILES (37th Ward):

*Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.*

A proposed order for the issuance of a sign permit to National Signs, Incorporated for the erection of a sign/signboard at 5134-5136 West Chicago Avenue for Leamington Foods, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred -- PORTION OF WEST WALTON STREET CLOSED TO
TRAFFIC FOR BICENTENNIAL CELEBRATION OF
AMERICAN CONSTITUTION.*

A proposed order to close to traffic that portion of West Walton Street between North Clark Street and North Dearborn Street on Saturday, June 7, 1986 for the purpose of holding a bicentennial celebration of the United States Constitution, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN NATARUS (42nd Ward) and
ALDERMAN ROTI (1st Ward):**

**CHAPTER 36.1 OF CHICAGO MUNICIPAL CODE AMENDED TO
EXTEND TERMINATION DATE OF "STREET PERFORMERS
ORDINANCE".**

A proposed ordinance presented by Aldermen Natarus and Roti, reading as follows:

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

SECTION 1. Chapter 36.1, Section 36.1-9 of the Municipal Code of Chicago, as amended by the City Council on September 24, 1985, is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

36.1-9. This ordinance shall take effect from date of its passage, and shall terminate on [March 31,] *September 30*, 1986.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- None.

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

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred -- GRANTING OF PERMISSION TO HOLD VARIOUS
EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders for the granting of permission to the individuals listed for the purposes specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Phil Blumenfeld of Vertels Sidewalk Sale -- to hold a sidewalk sale in front of 1816 North Wells Street during the period from June 14 to June 15, 1986;

Dan Murphy of the Lincoln Central Art Fair -- to hold an art fair on West Dickens Avenue between North Cleveland Street and North Larrabee Avenue, and on North Mohawk Street between West Armitage Avenue and West Dickens Avenue during the period from June 21 to June 22, 1986.

Referred -- PORTIONS OF SUNDRY PUBLIC WAYS CLOSED TO
TRAFFIC FOR VARIOUS EVENTS.

Also, five proposed orders to close to traffic portions of sundry public ways for various events, which were *Referred to the Committee on Beautification and Recreation*, as follows:

To grant permission to Eric Carpenter of the Sheffield Neighborhood Association -- closing of portions of West Webster Avenue and North Kenmore Avenue for the Annual Sheffield Neighborhood Association Garden Walk and Street Fair during the period from July 19 to July 20, 1986;

To grant permission to Jan Chirchirillo of the Wrightwood Taste of Lincoln Avenue -- closing of portions of North Lincoln Avenue, West Montana Street and West Altgeld Street for a street fair during the period from July 26 to July 27, 1986;

To grant permission to Diane Gonzalez of the Old Town Triangle Art Fair -- closing of portions of North Crilly Court, North Orleans Street, North Lincoln Park West, West Menomonee Street and North North Park Avenue for an art fair during the period from June 14 to June 15, 1986;

To grant permission to Andrea Malitz -- closing of West Webster Avenue between North Lincoln Avenue and North Orchard Street for the Muscular Dystrophy Association 2nd Annual Bed Race on Sunday, July 13, 1986;

To grant permission to Charles Werner -- closing of the east-west public alley north of West Fullerton Avenue and south of West Arlington Avenue between North Orchard and North Clark Streets during the period from June 7 to June 8, 1986.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

TRIBUTE TO LATE JUDGE VINCENT W. TONDRYK.

A proposed resolution reading as follows:

WHEREAS, God the Almighty in His Infinite Wisdom has called to his eternal reward Vincent W. Tondryk, Cook County Circuit Court Judge who retired in December after 21 years on the bench; and

WHEREAS, A native of Chicago, Judge Tondryk was born in 1917 in the Logan Square area. He was a graduate of DePaul University Law School and was admitted to the bar in 1941. During World War II he was a pilot in the U. S. Naval Air Corps. Later he worked some 20 years handling claims cases for the Chicago and North Western Transportation Company. In 1965 he was appointed a police magistrate, and in 1971 he was elected to the Circuit Court of Cook County; and

WHEREAS, In addition to his illustrious career as a jurist, Vincent W. Tondryk was a founding board member of the Copernicus Foundation and had served as president of the Advocates, a national organization of lawyers of Polish descent. He was past president of the Chicago Society of the Polish National Alliance, past judge advocate for the Polish Alma Mater, a board member of the Catholic Circle and of the Polish American Commercial Club, and a past commander of Gladstone Post of the American Legion; and

WHEREAS, Judge Vincent W. Tondryk was an outstanding family man: his survivors include his wife, Alice, two children and six grandchildren. He will be sorely missed by his family and friends and indeed by all who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of March, 1986, A.D., do hereby voice our deep sorrow on the passing of Circuit Court Judge Vincent W. Tondryk, and extend to his family and many friends our most sincere expressions of compassion; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Vincent W. Tondryk and family.

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

On motion of Alderman McLaughlin, seconded by Aldermen Pucinski and Natarus, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

CONGRATULATIONS EXTENDED TO MR. JOHN WIDENER
ON HIS 95TH BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, John Widener, born in Latvia and now a resident of Chicago's great northwest side, celebrated his 95th birthday March 19, 1986; and

WHEREAS, John Widener emigrated to the United States in 1916. He settled in Boston, where eventually he married, some 68 years ago, the former Alvina Freed. They now have two daughters and three grandchildren and typify the solidity and continuity of family life; and

WHEREAS, A carpenter by trade, John Widener has specialized in wood inlay work; examples of his work include Kon Tiki Ports restaurants; and

WHEREAS, For many years John Widener has considered the United States his country, and many of his friends he has made over the years are celebrating his 95th birthday with him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of March, 1986, A.D., do hereby offer our congratulations to Chicago citizen John Widener on the occasion of his 95th birthday celebration, and extend to him and his fine family our very best wishes for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Widener.

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

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

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALE ON SPECIFIED PUBLIC WAYS.

Also, a proposed order to issue the necessary permits to the Portage Park Chamber of Commerce to hold a sidewalk sale from 3900 to 4300 North Cicero Avenue, from 3900 to 4200 North Milwaukee Avenue, and from 4600-5400 West Irving Park Road, during the period from April 24 to 27, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- INSTALLATION OF BUS PASSENGER SHELTER
AT SPECIFIED INTERSECTION.

Also, a proposed order to install a bus passenger shelter on the northeast corner of West Irving Park Road and North Laverne Avenue, which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- DESIGNATION OF PORTION OF WEST BRADLEY
PLACE AS "FRAZIER THOMAS PLACE."

A proposed ordinance to designate West Bradley Place, between North Campbell Avenue and North Talman Avenue, as "Frazier Thomas Place", which was *Referred to the Committee on Streets and Alleys*.

Referred -- INSTALLATION OF ALLEY LIGHT AT 4910-
4912 NORTH WINCHESTER AVENUE.

Also, a proposed order for the installation of an alley light in the rear of the premises at 4910-4912 North Winchester Avenue, which was *Referred to the Committee on Finance*.

Referred -- APPROVAL OF PROPERTY AT 3900 NORTH ROCKWELL
STREET AS APPROPRIATE FOR COOK COUNTY
INCENTIVE ABATEMENT PURPOSES.

Also, a proposed resolution to approve the property at 3900 North Rockwell Street as appropriate under the Cook County Real Property Assessment Classification ordinance, Class 6b, for incentive purposes, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN STONE (50th Ward):

TRIBUTE TO LATE RABBI IRA SUD.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to his eternal rest, on February 25, 1986, Rabbi Ira Sud, at the of age of 75, rabbi emeritus of Congregation Ezra Habonim; and

WHEREAS, Rabbi Sud was born in Samgorodok, Russia, and was descended from a long line of cantors, rabbis, and shochets, and started the study of Talmud at the age of three, and joined the Chevra Kadisha, the organization who performed the ritual of cleansing for funerals at the age of 14; and

WHEREAS, In Prague, Czechoslovakia, he became a leader of the Zionist Youth Movement, and worked in the Czech embassy attempting to free the Jews of Czechoslovakia, under the threat of the Nazi onslaught; and

WHEREAS, Rabbi Sud was ordained at the Jewish Theological Seminary in Breslau, Germany in 1937, and had served as an assistant to the Chief Rabbi in Prague from 1935 to 1939; and

WHEREAS, After fleeing Nazi terrorism in 1939, he came to the United States and served in pulpits in Albany, New York, Arlington, Virginia, Chester, Pennsylvania, and in 1961, to Congregation Ezra Habonim; during that same period of time, he received a Bachelor of Arts from Sienna College in New York in 1945; and

WHEREAS, Rabbi Sud married Vera Herrmann on April 11, 1937, and was blessed with two daughters, Riah Sud Brooks and Joan Sud Soreff, and four grandchildren, Daniel Brooks, Amy Brooks, Sasha Soreff and Benjamin Soreff; and

WHEREAS, Rabbi Sud has served as a member of the Chicago Board of Rabbis and on the Beth Din (the ecclesiastic court), was a member of the Rabbinical Assembly, Chairman of the Institute of Judaism for the Chicago B'nai B'rith Council, the Holocaust Memorial Foundation, and many local civic and community organizations and was the recipient of the Ben Gurion Award of Israel Bonds; and

WHEREAS, Rabbi Sud had the courage and fervor that helped him lead in the preservation of our heritage and traditions; his knowledge, honesty, modesty, sense of humor and gentle leadership will be sorely missed by the West Rogers Park community that he served so well; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of March, 1986, do hereby express to his family our most sincere sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rabbi Sud.

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, by a rising vote.

Referred -- WAIVER OF CITY SERVICE CHARGES IN REFERENCE
TO "WELCOME HOME TO VIETNAM VETERANS PARADE".

Also, a proposed ordinance to waive all City service charges involving the "Welcome Home to Vietnam Veterans Parade" to be held on Friday, June 13, 1986, which was *Referred to the Committee on Finance*.

**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 PUCINSKI (41st Ward):

St. Mary of the Woods Parish -- for remodeling former convent on the premises known as 7033 N. Moselle Avenue.

Our Lady Mother of the Church -- for remodeling and renovating the church building on the premises known as 8747 W. Lawrence Avenue.

BY ALDERMAN STONE (50th Ward):

Associated Talmud Toraks of Chicago School -- for installation of fire alarms on the premises known as 3021 W. Devon Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Chinese American Service League, Inc., Day Care Center, 310 W. 24th Place (2).

Bethel Day Care Center, 1434 S. Laflin Avenue.

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Union Church Nursery School, 5600 S. Woodlawn Avenue.

BY ALDERMAN HUTCHINSON (9th Ward):

V. & J. Day Care Center, Inc., 1 E. 113th Street.

BY ALDERMAN MADRZYK (13th Ward):

Southwest Co-op Pre School, 3500 West 63rd Place.

BY ALDERMAN KELLEY (20th Ward):

Washington Park South Early Childhood Learning Center, 6225 S. Wabash Avenue.

BY ALDERMAN NARDULLI (26th Ward):

Erie Senior Health Center, 838 N. Noble Street.

Erie Teen Health Center, 1303 N. Ashland Avenue.

BY ALDERMAN D. DAVIS (29th Ward):

Austin Y.M.C.A., 501 N. Central Avenue.

BY ALDERMAN BANKS for ALDERMAN LAURINO (39th Ward):

Fienhandler Pre School (Congregation of Shaara Tekvah), 5800 N. Kimball Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Edison Park Lutheran Day Care Center, 6626 N. Oliphant Avenue.

Resurrection Child Care Center (Resurrection Health Care Corporation), 7435 W. Talcott Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

Infant Welfare Society, 1931 N. Halsted Street.

Lincoln Park Cooperative Nursery, 1753 N. Fern Court.

Moody Church Early Childhood Center, 1609 N. LaSalle Street.

BY ALDERMAN ORBACH (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 N. Marine Drive.

Uptown Family Care West Hull House Association, 4520 N. Beacon Street.

Jane Addams Sheridan Day Care Center, Hull House Association, 912 W. Sheridan Road.

BY ALDERMAN SCHULTER (47th Ward):

Florence G. Heller Jewish Community Day Care Center, 524 W. Melrose Street.

Temple Sholom (Gan Sholom Day Care Center), 3480 N. Lake Shore Drive.

BY ALDERMAN STONE (50th Ward):

Northwest Play School, 6015 N. Francisco Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN RUSH (2nd Ward):

Illinois Institute of Technology, sundry locations -- buildings, process device and sign inspections (3).

BY ALDERMAN EVANS (4th Ward):

Lutheran School of Technology, 1100 E. 55th Street -- building inspections (2).

BY ALDERMAN HUTCHINSON (9th Ward):

All Saints Church, 10809 S. State Street -- sign inspection.

BY ALDERMAN HUELS (11th Ward):

Northwestern Memorial Hospital, sundry locations -- boiler, elevator and escalator inspections (2).

BY ALDERMAN SHEAHAN (19th Ward):

St. Walter Church and School, 11711 S. Western Avenue -- boiler and fuel burning equipment inspection.

BY ALDERMAN NARDULLI (26th Ward):

American Ukranian Association, Inc., 2455 W. Chicago Avenue -- mechanical ventilation inspection.

Inner City Compact, 2704 W. North Avenue -- boiler inspection.

Inner City Impact, 2720 W. North Avenue -- boiler inspection.

BY ALDERMAN GABINSKI (32nd Ward):

O.R.T. Resale Shop, 3326 N. Lincoln Avenue -- sign inspection.

BY ALDERMAN BANKS for ALDERMAN CULLERTON (38th Ward):

Daughters of St. Mary's Providence, sundry locations -- elevator inspections.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, sundry locations -- boiler and fuel burning equipment and elevator inspections (2).

BY ALDERMAN NATARUS (42nd Ward):

Gordon Bar & Restaurant, 512 W. Clark Street -- sign inspection.

Catholic Charities, 719 N. LaSalle Street -- elevator inspection.

Quigley Prep Seminary, 103 E. Chestnut Street -- elevator inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Chicago Historical Society, 1615 N. Clark Street -- sign inspection.

BY ALDERMAN MC LAUGHLIN (45th Ward):

Copernicus Foundation, 5216 W. Lawrence Avenue -- public place of assembly inspections.

BY ALDERMAN ORBACH (46th Ward):

Louis A. Weiss Memorial Hospital, 4600 N. Clarendon Avenue -- elevator inspections.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Hospital, sundry locations -- boiler and fuel burning, elevator and mechanical ventilation inspections (3).

Ravenswood Hospital and Medical Center, sundry locations -- boiler/fuel burning and unfired pressure vessel, elevator and escalator, mechanical ventilation and sign inspection (4).

St. Benedict Grade School, 2215 W. Irving Park Road -- elevator inspection.

BY ALDERMAN STONE (50th Ward):

Virginia Frank Child Development Center, 3033 W. Touhy Avenue -- mechanical ventilation inspection.

REFUND OF FEES:

BY ALDERMAN ROTI (1st Ward):

Chinese American Service League Day Care Center, 310 W. 24th Place -- Refund of License Fee for the amount of \$75.00.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, Superior Street and Fairbanks Court -- Refund of Building Permit No. 659335 for the amount of \$5,939.10.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (December 30, 1985).

Alderman Santiago moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Monday, December 30, 1985, as follows:

Page 25943 -- by deleting the address "1499 N. Tripp Avenue" appearing on the thirteenth line from the top of the page and inserting the address "1449 N. Tripp Avenue" in lieu thereof.

The motion *Prevailed*.

JOURNAL (February 26, 1986).

Alderman Gabinski moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, February 26, 1986, as follows:

Page 28258 -- by deleting the words "MAXIMUM HEIGHT: 26 feet" appearing on the fifteenth line from the bottom of the page and inserting the words "MAXIMUM HEIGHT: 37 feet measured to the apex of the roof" in lieu thereof.

The motion *Prevailed*.

JOURNAL (March 12, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on March 12, 1986, 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.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor called the Council's attention to the presence of the following visitors:

Y.A.P.A. (Young Adults for Positive Action), Inc., from Baton Rouge, Louisiana:

President, Cleo Fields

Chairman of the Board, Charles Robinson

Advisor, Mildred West

Media, Al Wallace

Coordinators, Cheryl Davis

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- fifth (25th) day of March, 1986, at 12:00 P.M., be and the same is hereby fixed to be held on Wednesday, the ninth (9th) day of April, 1986, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 9, 1986, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.