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COPY



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

Regular Meeting—Wednesday, August 10, 1983

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent--Alderman Laurino.

Call to Order.

On Wednesday, August 10, 1983 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--48.

Quorum present.

On motion of Alderman O'Connor it was ordered noted in the Journal that Alderman Laurino was absent due to illness.

Invocation.

Reverend Lee William Graig, Pastor, Greater Metropolitan M.B. Church, opened the meeting with prayer.

Tribute to Late Fahey Flynn.

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

WHEREAS, Broadcast journalism celebrates the names of many legendary figures in radio and television but no person of greater stature than Fahey Flynn, a broadcaster whose lack of pretention and forthright delivery of the news was as eloquent as the plain truth; and

WHEREAS, Fahey Flynn's career spanned more than forty years and embraced the early years of radio news in Chicago, a city renowned for its competitive reporting, where Fahey "paid his dues," where he won national recognition and contributed to the uncompromising standards of Chicago journalism, and where in recent years he was honored for his spot coverage of a breaking story; and

WHEREAS, Beginning with the first Emmy award ever presented in Chicago for television reporting, and following it with five more Emmy awards during his career as a TV anchorman for WBBM-TV and WLS-TV, Fahey greeted us nightly with his respectful "How do you do, ladies and gentlemen," a respect that was returned by his viewers whose devotion kept Fahey at the top longer than anyone in the TV news business; and

WHEREAS, A native of the Midwest, born in Escanaba, Michigan, educated at the University of Wisconsin, radio news man in Fond du Lac, Madison and Milwaukee, Wisconsin, and a legend in

Chicago, Fahey maintained his credibility with viewers because of his devotion to his craft and his Midwestern directness; and

WHEREAS, Fahey Flynn cherished his native convictions, above all faith in God, and an abiding friendship for colleagues and associates, often expressed in an earnest inquiry about family or friends, which in its simple grace, its genuine kindness, was the act of a dear and loyal friend; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago, and the members of the City Council assembled this 10th day of August, 1983, express our incomparable sense of grief and loss with the death of Chicago's legendary news anchorman, Fahey Flynn; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Flynn family.

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

On motion of Alderman Natarus (seconded by Alderman Pucinski) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Tribute to Late William Clements.

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

WHEREAS, William Clements took his place early among that celebrated handful of great newspaper reporters in a city which boasts that it embraces the best journalists in the industry, and today Chicago expresses its deep sorrow over the loss of Bill Clements; and

WHEREAS, He was a soft-spoken man who proclaimed the truth in his skillful assembling of facts, no matter how complex or well-concealed, a reporter who was, while scrupulous and unrelenting in his search for the story, committed to a fair and accurate presentation; and

WHEREAS, Bill Clements in more than 20 years at the Chicago Daily News and the Chicago Sun-Times devoted his talent and ability to exposure of illegal conduct among the powerful and highly placed, to betrayal of the public trust, to the silence of conspiracy, for which he received incomparable tributes from his peers in the newspaper business, including the 1980 Jacob Scher Award, the Newspaper Guild Award, the award from the Associated Press Managing Editors Association and first place award in the Illinois Associated Press Editorial Excellence Contest; and

WHEREAS, Bill Clements was committed to sustaining excellence in his profession among those who would follow him, having taught at Rosary College in Lake Forest, Illinois, and serving as newspaper adviser there; now therefore,

Be It Resolved, That the Mayor of the City of Chicago and members of the City Council assembled this 10th day of August, 1983, convey our condolences to Bill Clements' family and express our sorrow and our tribute to Bill Clements by including in this resolution his editor's eloquent statement as follows: "Bill was a man of deep feeling and commitment, a caring and sensitive person, a devoted husband and father, a friend."; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Clements family.

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

On motion of Alderman Oberman the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
OF SPECIFIED PROPERTY FROM BD. OF ED. TO CITY AND
RECONVEYANCE OF EL VALOR CORP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 10, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Housing, I transmit herewith ordinances authorizing the conveyance of real estate, located at West 19th Street and South Damen Avenue, from the Chicago Board of Education to the City of Chicago and its reconveyance from the City of Chicago to the El Valor Corporation for the construction of a nine unit group home for the developmentally disabled.

This transaction is pursuant to the Department of Housing's efforts to facilitate the sale of property in non-urban renewal areas for housing development. No City funds will be used in this transaction.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE ACQUISITION OF
SPECIFIED PROPERTY FROM C.T.A. TO CITY AND RECONVEYANCE
TO HISPANIC HOUSING DEVELOPMENT CORP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 10, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Housing, I transmit herewith ordinances authorizing the acquisition of real estate, located at 2467 to 2527 N. Linden Place from the Chicago Transit Authority and to then convey the real estate to the Hispanic Housing Development Corporation, a not-for-profit corporation.

This transaction is pursuant to the Department of Housing's efforts to facilitate the sale of property in non-urban renewal areas for housing development. No City funds will be used in this transaction.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Proclamations.

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

"NATIONAL CONVENTION OF GOSPEL CHOIRS AND CHORUSES WEEK IN CHICAGO":
August 7-12, 1983;

"CUNNINGHAM/PEA FAMILY REUNION DAYS IN CHICAGO":
August 12-14, 1983;

"SHEFFIELD WINDS DAY IN CHICAGO":
September 12, 1983;

"PTA ENROLLMENT TIME IN CHICAGO":
Month of September, 1983.

Acceptance and Bond under Ordinance.

Also, the acceptance and bond of 312 Randolph Partnership under an ordinance passed on December 15, 1982 (vaulted sidewalk); filed on July 28, 1983.

*State Approval of Ordinances Concerning
M.F.T. Projects.*

Also communications from Sigmund C. Ziejewski, District Engineer, under date of August 3, 1983, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

July 6, 1983.

Authority granted for Execution of Agreement between I.D.O.T. and City of Chicago necessary for 1983 Intermittent Resurfacing Program;

Funds authorized for maintenance, repair and painting of Existing Bridges and Viaducts during Year 1983;

Funds authorized for plans, specifications and estimates necessary for repairs to Monroe Street Viaduct over I.C. Railroad;

Authority granted for Execution of Agreements between State and City for various improvement projects, as follows;

Rehabilitation of Clark Street Drawbridge over Main Branch of Chicago River;

Traffic Signal Modernization of LaSalle St. between Kinzie St. and North Av.;

Damen Av. Improvement between North and Belmont Aves.;

Improvement of 71st St. between Pulaski Rd. and Vincennes Av.;

Intersection improvements of Belmont Av. at Racine and Southport Aves.;

Improvement of Lake Shore Drive Bridge over Main Branch of Chicago River;

Improvement of Oak Park Av. between Grand Av. and Irving Park Rd.;

Installation of Submarine Cables at Various Bridge Locations;

Improvement of Lawrence Av. between and including intersections with Kedzie and Kimball Aves.; also improvement of intersection of Grand Av. and Narragansett Av.;

Improvement of Grand Av. between Desplaines and Chicago Aves.;

Authority granted for Execution of Amendment to Agreement with State of Illinois for improvement of Clark St. between Congress Pkwy. and Roosevelt Rd.;

Authority granted for Execution of Amendment to Agreement with State of Illinois for improvement of Polk St. between Clark and State Sts.;

Authority granted for funds necessary for specified projects, as follows:

Traffic Control Signal Maintenance;

Street Lighting Maintenance (Arterial Street);

Street Lighting Maintenance (Non-Arterial Street);

Funds authorized for New Street Construction.

Reports and Documents of Commonwealth Edison Co.

Also the following communications from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of August 2, 1983, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company, as listed below:

Fuel adjustment charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of August, 1983.

Statement for bills issued in August, 1983, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), for the month of June, 1983.

Monthly power plant report to Federal Energy Regulatory Commission (F.E.R.C. Form No. 4), for the month of June, 1983.

Quarterly report to stockholders dated August 1, 1983 filed with Securities and Exchange Commission."

CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on July 27, 1983, and which were required by statute to be published in book or pamphlet form, were published in pamphlet form on August 10, 1983, by being printed in full text pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 27, 1983, [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on August 10, 1983.

MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING
COUNCIL ACTION (TRANSMITTED TO THE CITY COUNCIL BY
THE 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:

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

A communication signed by Ira J. Bach, Director of City Development for the Commissioner of Planning under date of July 26, 1983, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on July 26, 1983, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.--*Placed on File.*

Zoning Reclassification of Particular Area.

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

Allen Sexton--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-K bounded by

W. 63rd Street; S. Knox Avenue; the alley next south of and parallel to W. 63rd Street; and a line 158.45 feet west of and parallel to S. Knox Avenue.

Claims against the 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. (2) Ernest Edoimioya and James Hall, American Ambassador Cas. Co. (2) Deborah Hamilton and Mae Montgomery;

Bell Charlene L., Bertin Bienvenido L., Blake Vernice, Blakely Brenda, Bodie Wayne E. and Katherine A., Bomer Calvin T., Bowman Leaner, Brown Eddy M., Budell Dorothy, Burns Robert Lee;

Carter Ananias, Cassata Salvatore, Chaney Tony, Clayborn Bertha, CNA Ins. Cos. and Mutual Scrap Metal Co., Cochran Alfonso, Cortez Jesus;

Delaney Herbert Jr. and Beatrice, de Somer Denise, Dowd William;

Economy Fire & Cas. Co. (2) Jeff Anderson and Vincent and Josephine Terranova, Edmonds Ralph L., Educate Peter, Elder David D.;

Federal Bureau of Investigation, Fireman's Fund Ins. Cos. and Margaret Moser, Flowers C.J.;

Gilbert William and David, Globe Glass and Mirror Co., Goes Lithographing Co., Gomez Miguel, Gottwald Wendy M., Granberry Marion A.;

Hagler James M., Hambright Orville E. Jr., Haskell Menard, Hawkins Claudia, Heritage Mut. Ins. Co. and Chamco Inc., Henshell Dana, The Hertz Corp.;

Industrial Fire & Cas. Co. and Reginald Holliday;

Johnson Harvey;

Khoushaba George, Kinsman Development Co., Kraus Anthony J.;

Laird Tamara, Lavallais Lilly H., Leverett Albert;

Majstorovic Steven, Maksym Thomas, Mast Paul E. (2), Minor Eric D. Sr., Morrison Vivian, M.T.B. Enterprises, Mucha Eugene;

Navarro Antonio, Nguyen Quynh, Nichols Don;

Ogorek Marie, Orput Alden E.;

Palmer William J., Pauley Bernice, Pierce Elizabeth;

Rakowski Thomas, Rojas Joe P.;

Sexton Wilbert I., State Farm Ins. Co. and Mohamed Ali, Sykes Ivy M.;

Tolwinski Ted;

Vance George, Verner Harry J. Sr.;

Wade Leroy, Walls James, Ward Elizabeth, Wierzbicki Ted, Windsor Kevin J., Woodford Cecelia, Wright Steven C.

Referred--PROPOSED ORDINANCES RECOMMENDED BY BOARD
OF LOCAL IMPROVEMENTS FOR ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under date of August 3, 1983 signed by Edwin J. Kowalski, Secretary of the Board of Local Improvements, Department of Streets and Sanitation, which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Streets and Alleys*.

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost of said improvement thereof and recommends passage of said ordinances.

Ward 7	Grading, paving and improving the alleys between E. 92nd Street, E. 92nd Place, S. Crandon Avenue and S. Luella Avenue, etc.;
Ward 8	Grading, paving and improving the alleys between E. 84th Street, E. 84th Place, S. East End Avenue and S. Stony Island Avenue, etc.;
Ward 9	Grading, paving and improving the alley between E. 104th Street, E. 105th Street, S. Calumet Avenue and S. Forest Avenue, etc.;

Ward 14	Grading, paving, and improving the alley between W. 53rd Street, W. 54th Street, S. Campbell Avenue, and S. Maplewood Avenue, etc.;
Ward 15	Grading, paving, and improving the alleys between W. 69th Street, W. 70th Street, S. Winchester Avenue and S. Damen Avenue, etc.;
Ward 21	Grading, paving, and improving the alley between W. 98th Street, W. 98th Place, S. Princeton Avenue and S. Harvard Avenue, etc.;
Ward 21	Grading, paving, and improving the alley between E. 101st Street, E. 102nd Street, S. Prairie Avenue and S. Indiana Avenue, etc.;
Ward 23	Grading, paving and improving the alley between W. 53rd Street, W. 54th Street, Chicago Grand Trunk and Western Railroad R.O.W. and S. Millard Avenue, etc.;
Ward 23	Grading, paving and improving the alleys between W. 61st Street, W. 62nd Street, S. Natoma Avenue and S. Normandy Avenue, etc.;
Ward 32	Grading, paving and improving the alleys between N. Clybourn Avenue, W. Barry Avenue and N. Western Avenue, etc.;
Ward 41	Grading, paving and improving the alleys between W. Berwyn Avenue, W. Foster Avenue, N. Oketo Avenue and N. Osceola Avenue, etc."

*Referred--*REQUEST FOR LEGISLATION CONCERNING STRICTER LAWS
FOR DRUNK DRIVING AND DRUG ABUSE.

Also a communication received in the City Clerk's Office from Keith Grogan requesting legislation concerning stricter laws for drunk driving and drug abuse.--*Referred to the Committee on Human Rights and Consumer Protection.*

*Referred--*PROPOSED ORDINANCE PRESENTED BY C.T.A. REQUESTING
APPROVAL FOR CONSTRUCTION OF BUS PASSENGER SHELTERS.

Also a communication received in the City Clerk's Office from the Chicago Transit Authority requesting approval by the City Council for the construction and maintenance of 154 bus passenger shelters at various locations.--*Referred to the Committee on Local Transportation.*

*Placed on File--*NOTIFICATION AS TO SELECTION OF PROXY TO AFFIX
SIGNATURE OF CITY COMPTROLLER TO MULTI-FAMILY HOUSING
REVENUE BONDS, SERIES 1983 (FHA INSURED MORTGAGE
LOAN-COBBLE SQUARE PLACE PROJECT).

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

OFFICE OF THE CITY COMPTROLLER
CITY OF CHICAGO

July 27, 1983.

Notice of Designation of Proxy

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

LADIES AND GENTLEMEN--Please take notice that I have selected and do hereby designate Charles A. Whelpley as my proxy for me and in my name, place and stead to affix my signature as acting City Comptroller of the City of Chicago not to exceed \$14,000,000 aggregate principal amount of Multi-Family Housing Revenue Bonds, Series 1983 (FHA Insured Mortgage Loan -Cobble Square Place Project), authorized to be issued pursuant to an ordinance adopted by the City Council of the City of Chicago on July 27, 1983, and to any other instrument, agreement, certificate or document required to be signed by the acting City Comptroller pursuant to such ordinance.

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

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

[Signatures appended as stated.]

Placed on File--REPORT OF VOUCHER PAYMENTS FOR PERSONAL
SERVICES FOR MONTH OF JUNE, 1983.

The City Clerk transmitted the following report received from Walter K. Knorr, Acting City Comptroller, which was *Placed on File* and ordered published:

[Voucher payment printed on page 1070 of this Journal.]

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Authority Granted for Execution of Amendment to
Agreement Between State and City for Randolph
Street Improvement Project.

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon the approval of the Corporation Counsel as to form and legality, an amendment to an agreement with the State of Illinois providing for the improvement of Randolph Street described therein, said agreement to be substantially in the following form:

(Continued on page 1071)

Personal Services Paid by Voucher for June, 1983

<u>Name</u>	<u>Address</u>	<u>Department</u>	<u>Title</u>	<u>Acct.</u>	<u>Rate</u>	<u>June, 1983</u>
Fred Glazer	2620 N. Burling	Aviation	Program Specialist III	740	\$ 94.33 P/D	\$ 188.66
Michael J. Andrade	2902 E. 101	Consumer Services	Asst. Manager	100	4.50 P/H	249.75
Matthew F. Blair	3755 W. 75th Pl.	" "	" "	"	4.50 P/H	315.00
Charles Cook	6056 N. Kedvale	" "	Con Ser Office I	"	11.01 P/H	1,233.12
Eric Fraser	6165 N. Winthrop	" "	Professional Services	"	11.40 P/H	1,755.60
Bernard J. Hurley	10733 S. Wood	" "	Asst. Manager	"	4.50 P/H	661.50
Karolyn Kenny	1527 N. Massasoit	" "	Jr. Clerk	"	740.00 P/M	740.00
Christina H. King	3965 S. Ellis	" "	Asst. Manager	"	4.50 P/H	229.50
Darnell McArthur	3911 W. Grenshaw	" "	" "	"	4.50 P/H	402.75
Bonnie Marousek	6454 W. 64	" "	Staff Asst.	"	77.60 P/D	1,707.20
Amos D. Myrick	2822 S. Calumet Apt. 1105	" "	Market Manager	"	8.00 P/H	1,204.00
Mary Nadille	6625 N. Oketo	" "	Receptionist	"	43.50 P/O	957.00
Thomas P. O'Keefe	9801 S. Seeley	" "	Asst. Manager	"	3.50 P/H	24.50
Doris M. Ortiz	1719 N. Kimball	" "	" "	"	4.50 P/H	247.50
Kimberly J. Panozzo	2041 W. 110 Pl	" "	" "	"	3.50 P/H	24.50
Donald J. Phillips	8240 S. Colfax	" "	" "	"	4.50 P/H	657.00
Arthur Varchmin	3517 N. Marmora	" "	Con Ser Off I	"	63.75 P/D	892.50
Lance Fairbanks	3412 W 84 Pl	Fire	Fireman	"	43.00 B/P	43.00
John Genova	2319 N. Kenmore	"	"	"	217.99 Settlement	217.99
William Kerney	3700 W. 107 St.	"	"	"	717.00	717.00
Lou Lason	1695 Overland Trail	"	Band Director	"	833.34 P/M	833.34
Robert Zange	3929 N. Nora	"	" "	"	61.25 Settlement	61.25
A Todd Davis	2300 Children Plaza	Health	Consultant	"	800.00 P/H	800.00
Roy Getachow	1205 U. Sherwin	"	Emply Counselor	"	2,250.00 P/M	2,250.00
Choudary Kavuri	5120 S. Nordica	"	Comm Disease Investigator II	"	12.23 P/H	1,883.42
Sara Levitt	1626 St Michaels Court	"	Sr. Clerk	"	815.00 P/H	815.00
Marlene McLeod	7340 N. Hoyne	"	Hlt. Educator	"	7.50 P/H	750.00
Marilyn Netzky	1516 W. Arthur	"	" "	"	6.00 P/H	558.00
Dr. Mario Rubinelli	505 N. Lake Shore Dr.	"	Director of Occup.	"	3,083.34 P/M	3,083.34
Cary B. Shaps	3750 N. Lake Shore	"	Educator	"	2,603.00 P/M	2,839.66
Hyman Feldman	240 W. Diversey	Municipal Investigation	Legal Advisor	"	4,146.00 P/M	4,146.00
James Johnson	10126 S. Washtenaw	Police	Police	"	1,339.26 B/P	1,339.26
Thomas P. Laffey	1422 W. Foster	"	"	"	16,696.61 B/P	16,696.61

(Continued from page 1069)

Whereas, on May 16, 1979, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 149, 150 and 151); and on July 15, 1982, said agencies entered into an amendment thereto (Council Journal pages 11440 thru 11443), to increase the cost estimates; and

Whereas, on November 18, 1982, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to improve Randolph Street between Michigan Avenue and relocated Lake Shore Drive, hereinafter referred to as the "Project"; and

Whereas, paragraph 17 of the aforementioned Joint Agreement contains the estimated cost and the division of financial responsibilities for the Project; and

Whereas, the City and State desire to update and revise the estimate of costs for Phase II only.

Now, Therefore, in consideration of the mutual covenants contained herein, the City and the State agree as follows:

Paragraph 17 of the aforementioned Joint Agreement be revised to read as follows:

1. "That the estimated costs of the Project as covered under this Agreement are:

Phase I (That portion of the Project from Michigan Avenue to Field Boulevard)

Force Account Construction	\$	151,000
Contract Construction	\$	15,920,000
Construction Supervision	\$	<u>1,592,000</u>
Total:	\$	17,633,000

Phase II (That portion of the Project from Field Boulevard to the interchange with relocated Lake Shore Drive)

Force Account Construction	\$	214,000
Contract Construction	\$	9,662,556
Construction Supervision	\$	<u>966,256</u>
Total:	\$	10,842,812

Grand Total Phase I and Phase II \$ 28,505,812

and that based upon current ratio of Federal-Aid to Non-Federal (State) funds for Federal-Aid Urban System projects and pursuant to other agreements between the City and the Illinois Center Corporation, the estimated porportional participation for the Project will be:

Phase I

Federal-Aid: (75.18% of \$9,050,000)	\$	6,803,790
Local Matching Funds: (24.82% of \$9,050,000)	\$	2,246,210

Illinois Center Corporation	\$ 8,613,000
Total:	\$ 17,633,000
Phase II	
Federal-Aid: (75.18% of \$9,171,097)	\$ 6,894,831
Local Matching Funds: (24.82% of \$9,171,097)	\$ 2,276,266
Illinois Center Corporation	\$ 1,671,715
Total:	\$ 10,842,812
Grand Total Phase I and Phase II	\$ 28,505,812

The State will provide \$4,567,695 in Local Matching Funds for this Project, with \$4,135,136, coming from the \$50 million City's share of the Series "A" Bond funds authorized in Illinois Public Act 80-1032, effective October 1, 1977, and the remaining \$432,559, will be coming from State Road Funds."

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

[Signature forms omitted for printing purposes]

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

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

On motion of Alderman Burke the foregoing proposed ordinance was *Passed*, by a viva voce vote.

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

**Authority Granted for Execution of Amendment to Agreement Between
 Urban Mass Transportation Administration and Illinois Department
 of Transportation for State Street Subway Renovation Program
 (Amendment No. 2).**

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 to make grants for mass transportation projects; and

WHEREAS, On October 2, 1979, the U.S. Secretary of Transportation approved a joint request of the Mayor and the Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which required the concurrence of the Metropolitan Planning Organization; and

WHEREAS, On February 21, 1980, the Metropolitan Planning Organization concurred in the Mayor's program, rendering each project, contained therein, eligible for Federal financial assistance; and

WHEREAS, The program includes funds for the State Street Subway Renovation Program; and

WHEREAS, By ordinances passed March 31, 1981 (C.J. 5760) and September 15, 1982 (C.J. 12117), the City Council authorized the execution of grant contracts between the City of Chicago and the Urban Mass Transportation Administration (IL-23-9010) and between the City of Chicago and the Illinois Department of Transportation (CAP-81-172-IST, No. 751) for the State Street Subway Renovation Program totalling \$5,117,000, of which \$4,349,450 is the Federal share and \$767,550 is the State share; and

WHEREAS, Additional funds are necessary for the renovation of the subway tunnel from Lake/Randolph to Van Buren/Congress (under the State Street Mall); and

WHEREAS, Amendment No. 2 in the amount of \$7,100,000 of which \$6,035,000 (85%) is the Federal share, and \$1,065,000 (15%) is the State share, will provide continued funding for the State Street Subway Renovation Program; and

WHEREAS, This Amendment increases the project costs to \$12,217,000 allocated as follows:

	<i>Original Application</i>	<i>Amendment No. 1</i>	<i>Amendment No. 2</i>
Federal Share	\$ 2,252,500	\$ 2,096,950	\$ 6,035,000
State Share	397,500	370,050	1,065,000
Totals:	\$ 2,650,000	\$ 2,467,000	\$ 7,100,000;

and

WHEREAS, Such transit improvements strengthen the viability of Chicago's Central Business Area; and

WHEREAS, It is required by the U.S. Department of Transportation in accord 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 an amended grant application with the U.S. Department of Transportation, Urban Mass Transportation Administration and the Illinois Department of Transportation for funds in the amount of \$7,100,000, of which \$6,035,000 (85%) will be provided by the Federal government and \$1,065,000 (15%) will be provided by the State of Illinois with no local match required by the City of Chicago for the State Street Subway Renovation Program: Amendment No. 2.

SECTION 2. That the Mayor is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Corporation Counsel to review as to form and legality contracts pertaining to the amended grant application

in the amount of \$6,035,000 between the Urban Mass Transportation Administration and the City of Chicago, and in the amount of \$1,065,000 between the Illinois Department of Transportation and the City of Chicago.

SECTION 4. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 5. That the City Comptroller is directed to disburse the grant funds as required to carry out the State Street Subway Renovation Program: Amendment No. 2.

SECTION 6. That the Commissioner of Public Works is authorized to furnish additional information, and execute and file assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with the applications or agreements.

SECTION 7. That the Commissioner of Public Works is authorized to carry out the rehabilitation for the State Street Subway Renovation Program. It shall be the responsibility of the Commissioner of Public Works to prepare, or cause to be prepared, detailed plans, specifications, and bid documents for the State Street Subway Renovation Program whether said preparation and construction is carried out by City forces, CTA forces and/or consultants.

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 contracts/agreements and amendments thereto pertaining to the design, construction supervision, and support services for the State Street Subway Renovation Program between the City of Chicago and the Chicago Transit Authority.

SECTION 9. The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services necessary to design and construct the State Street Subway Renovation Program. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

SECTION 10. 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--48.

Nays--None.

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

**Execution of Redevelopment Agreement Authorized Between
City and Cobble Square Development, Inc.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of redevelopment agreement between City of Chicago and Cobble Square Development, Inc. Project in the amount of \$3,497,625.00.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed March 19, 1982, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Near North Strategy area; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-82-AA-17-0085 which provides for a loan of grant funds to Cobble Square Development, Inc. in the amount of \$3,497,625.00 for the rehabilitation of former Dr. Scholl's Factory to a commercial/residential complex, which will create expanded employment in the Near North Strategy area; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$3,497,625.00 of Urban Development Action Grant funds to Cobble Square Development, Inc. and LaSalle National Bank, not personally, but as trustee under trusts No. 10-24935-08 and No. 106703 for the purpose of rehabilitating buildings comprising the Dr. Scholl's Factory, located at 1314 North Wells Street in the Near North Strategy area of the City of Chicago; and which Redevelopment obligates Cobble Square Development, Inc. to rehabilitate the aforesaid by expending approximately \$17,407,700.00 in private funds; and further obligates Cobble Square Development, Inc. to use its best efforts to create 200 new, permanent job opportunities as represented in the original application for funds.

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

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

[Development and Loan Agreement and Exhibit A printed on
pages 1076 through 1107 of this Journal.]

Filing of U.D.A.G. Application with HUD Authorized
for the River City Phase I Development Project.

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

(Continued on page 1108)

7/25/83

DEVELOPMENT AND LOAN AGREEMENT

THIS DEVELOPMENT AND LOAN AGREEMENT ("Agreement") entered into this ____ day of _____, 1983, by and between the CITY OF CHICAGO, a Home Rule Unit of Government of the State of Illinois ("City"), LaSalle National Bank as Trustee under Trust Agreement dated July 13, 1983 and known as Trust Number 106732 (the "Residential Borrower") and LaSalle National Bank as Trustee under Trust Agreement dated July 13, 1983 and known as Trust Number 106703 (the "Commercial Borrower") (the Residential Borrower and Commercial Borrower are collectively herein referred to as "Borrower"), and COBBLE SQUARE DEVELOPMENT, INC., an Illinois corporation which is general partner of COBBLESQUARE PLACE ASSOCIATES ("CSPA" or "Residential Developer") and COBBLESQUARE PLACE ASSOCIATES II ("CSPA II" or "Commercial Developer"), both of which are Illinois limited partnerships (the Commercial Developer and Residential Developer are collectively referred to as "Developer").

W I T N E S S E T H:

RECITALS

A. City has, on _____, 1983 entered into a UDAG Grant Agreement, Number E-82-AA-17-0085 as amended from time to time ("Grant Agreement"), with the United States Department of

Housing and Urban Development ("HUD"). The Grant Agreement provides that the Developer shall acquire the property commonly known as "Dr. Scholl's Factory" bounded by Schiller, Wells, Evergreen and North Park Streets in Chicago, Illinois (the "Premises") and redevelop the Premises into a mixed-use commercial and residential rental project (the "Project").

B. Developer holds the option to purchase the premises on which the Project shall be situated.

C. LaSalle National Bank under Trust Number 106703 will be the owner of record of the Commercial Portion of the Premises and CSPAII will be the sole beneficiary under said Trust, LaSalle National Bank under Trust Number 106732 will be the owner of record of the Residential Portion of the Premises, and CSPA will be the sole beneficiary under said Trust.

D. Cobble Square Development, Inc. is the general partner of both beneficiaries and has the entire power of direction in Borrower. Developer is designated as a "Participating Party" and as "Cobble" in the Grant Agreement and, subject to all of the covenants, terms and conditions of the Grant Agreement and this Agreement.

E. Borrower has agreed to borrow from City, and City has agreed to lend to Borrower \$3,497,625, which the City has been provided from proceeds under the Grant Agreement.

F. Pursuant to Resolution passed by the City Council of City on _____ and under a Bond Indenture Agreement dated _____, 1983, and documents related thereto (the "Bond Documents"), the City is authorized to issue not more than \$12,500,000 of multi-family rental bonds (the "Bonds") to finance the residential rental portion of the Project, and the Developer has obtained a construction mortgage loan commitment in an amount not less than \$3,200,000 from Continental Illinois National Bank and Trust Company for whom Developer may, upon HUD's prior approval, substitute another financial institution ("Lender") to finance the Commercial Portion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby made a part hereof.
2. Agreement to Make Loan. Borrower agrees to borrow from the City, and the City agrees to lend to Borrower \$3,497,625 (the "Loan") subject to all of the covenants, terms and conditions in the Grant Agreement.
3. Description of Project. Developer shall acquire at a cost of not less than \$1,161,875 and renovate for a cost of not less than \$3,132,000 the Commercial portion (Building P) of the Project into approximately 71,000 square feet of commercial rental

space for a total cost of not less than \$4,293,675 (the "Commercial Portion"); and Developer shall acquire at a cost of not less than \$3,485,625 and renovate the remaining buildings on the Premises (except those buildings or portions thereof which are to be demolished in accordance with Developer's plans) into approximately 314,217 gross square feet of residential rental space comprising not less than 257 residential units and parking, and construct an additional parking structure, all containing 172 parking spaces (the "Residential Portion") at a cost of not less than \$12,275,000 for a total cost of not less than \$15,760,625. The total cost of the entire Project shall not be less than \$20,054,500.

4. Security and Terms of Loan. The Loan will be comprised of two components: the loan for the Commercial Portion (the "Commercial Loan") and the loan for the Residential Portion (the "Residential Loan").

A. Commercial Loan. The Commercial Loan shall be a construction loan and then converted into a permanent loan upon substantial completion of the Commercial Portion or November 1, 1985, whichever is earlier. The following terms shall apply to the Commercial Loan.

(i) Commercial Borrower: The Commercial Borrower shall be LaSalle National Bank as Trustee under Trust Agreement dated 7/13/83 and known as Trust Agreement #106702.

(ii) Principal: The principal amount of the loan shall be \$733,000.

(iii) Term: 30 years commencing upon initial disbursement of the loan.

(iv) Interest Rate: 5% per annum for years 1 through 10; 9% per annum for years 11 through 20; and 11% per annum for years 21 through 30 on the principal balance outstanding from time to time.

(v) Amortization: Amortization shall be over a 30 year term. Repayment of principal and interest shall be deferred for a period of 5 years from the initial disbursement and interest accruing during said period shall be added to the principal balance to form an enlarged principal balance which shall be amortized and paid in equal monthly payments of principal and interest over the remaining 25 year term of the loan.

(vi) Additional Interest: After the Developer recovers all Cumulative Deficits and then receives a 13% annual return on "Qualifying Costs" the City shall receive 20% of the remaining "Net Cash Flow" (the "Additional Interest Formula"). "Cumulative Deficits" shall mean the aggregate of negative Net Cash Flows for one or more annual periods not previously recovered. (For example, assume in years 1 and 2 there is a total negative Net Cash Flow of \$300,000; in year 3 a positive Net Cash

Flow of \$350,000; in year 4 a negative Net Cash Flow of \$75,000; in year 5 a positive Net Cash Flow of \$50,000; and \$100,000 positive Net Cash Flow in year 6. The Cumulative Deficit of \$300,000 at the end of year 2 would be recovered by the Developer in year 3 and the excess \$50,000 subject to the Additional Interest Formula; there would be a new Cumulative Deficit of \$75,000 at the end of year 4 which would be reduced to a Cumulative Deficit of \$25,000 at the end of year 5. In year 6 the Developer would recover the \$25,000 Cumulative Deficit leaving the excess \$75,000 subject to the Additional Interest Formula.) As used in this Section, "Qualifying Costs" shall mean all equity funded or privately financed construction, financing and interest, acquisition, architectural, construction management costs and marketing costs of the Commercial Portion (expressly excluding Developer's fees) determined as of the date the permanent loan, not to exceed \$4,000,000, is in place, or November 1, 1985, whichever is earlier. "Net Cash Flow" shall mean all annual operating revenues of the Commercial Portion less debt service, real estate taxes and reasonable and customary operating expenses and reserves, including a management fee not to exceed 4% of said operating revenues, and without deduction for depreciation or extraordinary capital improvements.

(vii) Prepayment: Prepayment may not occur during the first five years of the Commercial Loan term. Thereafter, the loan may be prepaid together with all accrued interest thereon for an additional charge of 3% of the outstanding principal balance if

prepaid during years 6 through 10, 2% of the outstanding principal balance if prepaid during year 11 and 1% of the outstanding principal balance if prepaid during year 12. Following the end of the twelfth year the loan may be prepaid with all accrued interest thereon without penalty.

(viii) Disbursement: All loan disbursement shall be paid out of Grant Funds by the City in an amount proportionate to the total costs of the commercial portion of the project including debt and equity financing of the renovation acquisition and eligible soft costs, including by way of illustration and not limitation all categories of soft costs provided in Recipient's Application and Exhibits thereto as specified in Exhibit A of the Grant Agreement, but in no event greater than a pro-rata basis of \$1.00 UDAG loan dollar for every \$4.85 of non-UDAG funds expended by Developer for the Commercial Portion of the Project.

(ix) Syndication: In the event of Syndication, the City will receive 25% of the syndication proceeds which exceed 115% of the total Commercial Portion Costs. "Syndication" means any sale of any interest or participation in the commercial portion of the project where the issuer retains a significant interest, other than a private offering as described in Section 4(2) of the Securities Act of 1933 and all rules and regulations thereto. "Commercial Portion Costs" means all direct costs of the commercial portion of the Project including reasonable Developer overhead not to exceed 10% of said direct costs, but excluding

Developer fees and profits.

(x) Certification: Commercial Developer shall, within 120 days of the close of each calendar year during the term of the Commercial Loan, deliver a statement prepared by a certified public accountant, certified by a duly authorized officer of Commercial Developer stating: a) gross income; b) Net Cash Flow; and c) additional interest, if any, due the City according to Sub-Section (vi) hereof.

(xi) Mortgage: The Commercial Loan shall be secured by a deed of trust or mortgage in favor of the City upon all land, buildings, plant, fixtures, equipment and other assets of the Commercial Borrower comprising the Commercial Portion.

(xii) Subordination: The Commercial Loan shall be subordinated to such other construction or permanent financing as the Commercial Borrower may from time to time secure, provided the aggregate amount of said prior financing shall not at any time exceed the greater of \$4,000,000 or 78.5% of the value of the Commercial Portion as determined by an MAI appraiser mutually acceptable to the City and Developer. A default under any senior mortgage continuing beyond any applicable grace period therein set forth permitting a foreclosure thereunder shall cause a default under the Commercial Loan and, at the City's option, acceleration of all principal and interest due under the Commercial Loan.

(xiii) Guarantee: CSPA II shall guarantee repayment of the Commercial Loan, which guarantee shall be enforceable solely against the assets of said partnership and not against any partners thereof jointly or severally.

(xiv) Equity: Commercial Developer shall provide at least \$360,875 in equity towards the Commercial Portion of the Project.

B. Residential Loan. The principal amount of the Residential Loan shall be \$2,764,625 evidenced by two separate notes. The first note shall be in the principal amount of \$908,075, the proceeds of which shall be used to pay for financing charges, including but not limited to the following: FHA fees, Bond discount and underwriters fees, Bond Counsel fees, Underwriters Counsel fees as applicable to developer, MBIA fees, MBIA counsel fees, letter of credit fees required by bond indentures, Bond printing costs as applicable, Bond registration fees and costs, trustee fees, special costs associated with establishment or replenishment of debt service reserve funds required by bond indentures (collectively "Bond Costs") in connection with the issuance by the City and sale of the Bonds (the "Bond Cost Note"). The second note shall be in the principal amount of \$1,856,550, the proceeds of which shall be used to finance the acquisition and renovation of the Residential Portion of the Project (the "Residential Project Note"), provided, however, that if less than \$908,075 is disbursed under the Bond

Cost Note to pay for Bond Costs, then the balance shall be added to the Residential Project Note and shall be disbursed under the terms thereof.

(i) Bond Cost Note:

(a) Borrower: The Residential Borrower shall be LaSalle National Bank under Trust Agreement dated July 13, 1983 and known as Trust 106732.

(b) Principal: The principal amount of the loan shall be \$908,075.

(c) Term: 20 years commencing on the first to occur of disbursement under the Bond Cost Note or the Residential Project Note.

(d) Interest Rate: 3% per annum for years 1 through 10 and 7% per annum for years 11 through 20 on the principal balance outstanding from time to time.

(e) Amortization: Amortization shall be over a 40 year term. Repayment of principal and interest shall be deferred for a period of five (5) years from the initial disbursement under the earlier of the Bond Cost Note or the Residential Project Note and the interest accruing during said period shall be added to the principal to form an enlarged principal balance which shall be amortized in equal monthly

installments over the remaining 35 year amortization period pursuant to the terms of the Bond Cost Note. The entire unpaid principal plus all accrued interest thereon shall be due and payable at the end of the 20th year of the term thereof.

(f) Disbursement: The City shall disburse the Bond Cost note proceeds at the time of bond closing without reference to any leverage ratio, it being expressly understood that all amounts disbursed under the Bond Cost Note shall be aggregated with sums disbursed under the Residential Project Note for the purpose of computing the leverage ratio under the latter Note, as hereinafter set forth in 4 B(ii)(f).

(ii) Residential Project Note: The Residential Project Note shall be a construction loan and then converted into a permanent loan upon substantial completion of the Residential Portion, or November 1, 1985, whichever is earlier.

(a) Borrower: The Residential Borrower shall be LaSalle National Bank under Trust Agreement dated July 13, 1983 and known as Trust Number 106732.

(b) Principal: The principal amount will be \$1,856,550.

(c) Term: 20 years commencing on the first to occur of disbursement under the Residential Project Note or the

Bond Cost Note.

(d) Interest Rate: Two percent (2%) per annum for years 1 through 10, and 6% per annum for years 11 through 20 on the principal balance outstanding from time to time.

(e) Amortization: Amortization shall be over a 40 year term. Repayment of principal and interest shall be deferred for a period of five (5) years from the initial disbursement under the earlier of the Bond Cost Note or the Residential Project Note and the interest accruing during said period shall be added to the principal to form an enlarged principal balance which shall be amortized over the remaining 35 year amortization period pursuant to the terms of the Residential Project Note. The entire unpaid principal plus all accrued interest thereon shall be due and payable at the end of the 20th year of the term thereof.

(f) Disbursement: The City shall disburse the Residential Project Note proceeds in an amount proportionate to the total costs of the Residential Portion of the project including private debt and equity financing of the renovation, acquisition, and other eligible costs including soft costs, but in no event greater than a pro-rata basis of \$1.00 UDAG loan for every \$4.70 of non-UDAG funds expended by Developer for the Residential Portion of the Project.

(iii) The following provisions shall apply to both the Bond Cost Note and the Residential Project Note:

(a) Additional Interest: After the Residential Developer recovers all Cumulative Deficits and then receives a 15% annual return on all "Qualifying Costs", then the City shall receive 25% of the remaining "Net Cash Flow" (as hereinafter defined). As used in this Section "Qualifying Costs" shall mean all equity funded or privately financed (including bond financing) construction, financing and interest, acquisition, architectural, construction management costs and marketing costs of the Residential Portion (expressly excluding Developer's fees) as of November 1, 1985. "Cumulative Deficits" and "Net Cash Flow" shall have those meanings as provided in Section 4.A(vi) above, provided that all references to "Commercial Portion" shall be modified to read "Residential Portion".

(b) Prepayment: Prepayment shall not occur during the first five years of the Residential Loan term. Thereafter, the loan may be prepaid together with accrued interest thereon for an additional charge of 3% of the outstanding principal balance if prepaid during years 6 through 10, 2% of the outstanding principal balance if prepaid during year 11 and 1% of the outstanding principal balance if prepaid during year 12. Following the end of the twelfth year the loan may be prepaid together with all accrued interest thereon without penalty.

(c) Syndication: In the event of Syndication, the City will receive 25% of the syndication proceeds which exceed 115% of the total Residential Portion Costs. "Syndication" means any sale of any interest or participation in the residential portion of the project where the issuer retains a significant interest, other than a private offering as described in Section 4(2) of the Securities Act of 1933 and all rules and regulations thereto. "Residential Portion Costs" means all direct costs of the residential portion of the Project including reasonable developer overhead not to exceed 10% of said direct costs but excluding Developer fees and profits.

(d) Certification: Residential Developer shall, within 120 days of the close of each calendar year during the term of the loan, deliver a statement prepared by a certified public accountant, certified by a duly authorized officer of Developer, stating: a) gross income; b) Net Cash Flow; and c) additional interest, if any, due the City according to Sub-Section (a) hereof.

(e) Mortgage: The Residential Loan shall be secured by a deed of trust or mortgage in favor of the City upon all land, buildings, plant, fixtures, equipment and other assets of the Residential Borrower comprising the Residential Portion.

(f) Subordination: The Residential Loan shall be subordinated to such other financing as the Residential

Borrower may from time to time secure, provided that the aggregate amount of said prior financing shall not at any time exceed the greater of \$12,500,000 or 76% of the value of the Residential Portion as determined by an MAI appraiser mutually acceptable to the City and Developer. A default under any senior mortgage permitting a foreclosure thereunder after continuing beyond any applicable grace period therein set forth shall cause a default under the Residential Loan and, at the City's option, of all principal and interest due under the Residential Loan.

(g) Guarantee: CSPA shall guarantee repayment of the Residential Loan, which guarantee shall be enforceable solely against the assets of said partnership and not against any partners thereof, jointly or severally.

(h) Equity: Residential Developer shall provide at least \$1,155,375 in equity for the Residential Portion of the Project.

5. Time Schedule For Commencement And Completion Of All Activities Required By Grant Agreement. The activities, as described in the Grant Agreement, shall be commenced and completed by Borrower and Developer in accordance with the following schedule:

<u>Activity</u>	<u>Commencement Date</u>	<u>Completion Date</u>
<u>Site Acquisition</u>		October 1, 1983
<u>Commercial Rental Construction</u>	November 1, 1983	November 1, 1985

Lease-up period	November 1, 1985	April 7, 1986
<u>Garage</u>		
Construction	November 1, 1983	November 1, 1985
<u>Rental Residential</u>		
Construction	November 1, 1983	November 1, 1985
Lease-up period	November 1, 1985	April 7, 1986

subject only to delays in performance due to strikes, wars, acts of God, insurrection, government restrictions in obtaining any labor or material or the performance thereof, or other causes beyond the reasonable control of Developer (all or any of the foregoing are hereinafter sometimes referred to as "Permitted Delays"). In the event Developer shall not conform to the timetable referred to in the Grant Agreement and such delay shall be caused by a "Permitted Delay", then, in such event, the time lost as a result of such "Permitted Delay" shall be added to the time for completion by Developer.

6. Draws On Loan. After the Borrower and Developer have complied with all conditions precedent as specified in Paragraph 7 hereof, the Loan shall be drawn upon in accordance with the following procedures:

Draw requests for funds shall be made to the City only on a monthly draw basis on forms certified to, and approved by, the project architect and/or engineer, the City's representative and/or such other certifying official as may be approved by the Developer and the City. At Developer's request, the Loan shall be disbursed through a title company escrow under provisions consistent with this Agreement.

7. Conditions Precedent To Initial Disbursement Of The Loan. Prior to the initial disbursement hereunder each one of the following conditions precedent shall first have been satisfied:

A. All governmental approvals and permits necessary for the Project shall have been obtained, provided, however, that disbursement under the Bond Cost Note may be made prior to receiving a building permit.

B. There shall have been furnished to City a commitment for title insurance for a current form ALTA Construction Loan Policy ("Title Commitment") issued by Chicago Title Insurance Company or other title insurer acceptable to City (the "Title Company") in form satisfactory to City establishing that the Title Company will be prepared, upon completion of the Project, to issue its ALTA-1970 Form Loan Policy (the "Policy") in the amount of the Loan insuring that Borrower is owner of the Premises and that the City shall be the holder of a mortgage lien on the Premises and Project, free of encumbrances and other exceptions to title other than those described in Exhibit A hereto and subordinate to such senior indebtedness described in Sections 4A(xii) and 4B(iii)(f) hereof ("Permitted Exceptions").

C. City shall have been furnished insurance policies in companies, forms and amounts and with coverages satisfactory to City, insuring the Premises and Project against loss or damage by fire or other casualty, under the "all risk" form of coverage with

extended coverage and for such other hazards as City may require. Said policies shall contain mortgage clauses, satisfactory to City, naming the City as mortgagee. Such policies shall not be cancellable, terminable or subject to amendment without thirty (30) days' written notice to City.

D. There shall have been delivered to City and HUD evidence reasonably acceptable to City and HUD that Developer has sufficient funds on hand or irrevocably available to it, to complete its obligations under the Grant Agreement and has identified the sources of these funds.

E. The Mortgages shall have been recorded and the Title Commitment referred to herein shall have been brought down to date covering the recording thereof.

F. Evidence satisfactory to the City and to HUD shall have been furnished that Lender shall have issued a firm and irrevocable loan commitment in the amount of at least \$3,200,000 to Developer for the purpose of construction of the Commercial Portion.

G. CSPA and CSPA II shall have executed and delivered to City, in form and substance satisfactory to City and HUD, their guarantee of the repayment of the Loan in accordance with Sections 4A.xiii and 4B.iii(g) hereof.

8. Administration Of Loan. City hereby designates and appoints its Department of Planning as the agency which shall supervise and administer the Loan and the Loan Agreement for and on behalf of the City. City's Department of Planning is and shall be empowered to act for and on behalf of the City in ascertaining entitlement to and authorizing disbursement of the loan proceeds to Developer in accordance with this Agreement, in holding and safekeeping all documents and papers which are or may be incident to this Agreement; in executing all agreements and documents for and on behalf of the City which may be required from time to time to accomplish or implement the purposes of this Agreement and in dealing with the Developer and HUD with respect to any matter which may arise or exist with respect to the Grant Agreement and the Grant Funds. Said Department of Planning may, by resolution, empower and authorize one or more of its officers or staff employees to act for and on behalf of the Department of Planning in supervising and administering the Loan and this Agreement pursuant to the powers hereby granted.

9. Developer's Covenants. Developer acknowledges that the source of the Loan made hereunder is a UDAG Grant awarded to the City by HUD, and Developer agrees as follows:

A. Upon written instruction and direction from the Secretary of HUD or any other official of HUD to whom said Secretary has delegated authority to act with respect to matters involving the UDAG Grant to the City, and subject to any

requirements under any Bond documents, Developer will deposit in escrow all revenues, income, or earnings which it may derive or receive prior to completion of the Project from investment and utilization of loan proceeds disbursed under this Agreement which are not, for any reason, expended by Developer at or prior to the time of such disbursement. Any escrow required to be established hereunder shall be pursuant to arrangements provided by HUD and shall be for the purpose of providing funds to assure the completion of the Project:

B. Developer shall develop the Project at a total project cost of not less than \$20,054,500.

C. Developer will use its best efforts to create or cause to be created in connection with the construction of the Project and tenant occupancy and utilization of the Project, within forty-eight (48) months of the date of preliminary approval 200 permanent job opportunities of which at least 72 job opportunities shall be for persons who, at the time of their employment, are persons of low or moderate income, 18 job opportunities shall be for CETA-eligible persons and 40 job opportunities shall be for minority persons. Developer agrees to submit to the City such reports as the City may reasonably request from time to time concerning the numbers and kinds of such jobs created or caused to have been created.

D. Developer will keep and maintain books, records,

and other documents relating directly to the receipt and disbursement of the Loan, and Developer agrees that any duly authorized representative of the Secretary of HUD or the Comptroller General of the United States or the City shall, at all reasonable times, be permitted access to and the right to inspect, copy, audit, and examine all such books, records and other documents of Developer until the completion of all close-out procedures required to be observed by City with respect to the UDAG Grant and until the final settlement and conclusion of all issues which may arise with respect to the UDAG Grant to the City.

E. Subject to the rights of tenants and subject to reasonable security procedures, Developer will permit any duly authorized representative of the Secretary of HUD to have access at all reasonable times to any portion of the Premises and the Project until the completion of all close-out procedures required to be observed by City with respect to the UDAG Grant and until the final settlement and conclusion of all issues which may arise with respect to the UDAG Grant to the City.

F. No transfer or receipt of Grant Funds from the City to the Developer shall be or be deemed an assignment of said Grant Funds. Developer further agrees that it shall neither succeed to any rights, benefits, or advantages of the City under the grant Agreement with respect to this Agreement nor attain any rights, privileges, authorities or interest in or under the Grant Agreement with respect to the UDAG Grant.

G. To erect and maintain at the Premises and the Project a project sign, which shall be designated and contain such information as shall be consistent with the policy established by the Secretary of HUD.

10. Developer's Warranties And Representations.
Residential Developer and Commercial Developer each warrant and represent to City in connection with the Residential Portion and Commercial Portion, respectively, that:

A. CSPA and CSPA II are limited partnerships duly organized, validly existing and in good standing under the laws of the State of Illinois and have full power under their Certificates and Agreements of Limited Partnership and any amendments thereto and under all applicable provisions of law to develop, own, lease and operate the Residential and Commercial Portions of Project respectively and to obtain the Loan contemplated by this Agreement.

B. Residential Developer and Commercial Developer are the sole beneficiaries possessing the sole power of direction of Residential Borrower and Commercial Borrower, respectively in the respective Borrower trusts.

C. Residential Borrower and Commercial Borrower are, or will be at the time construction commences on the Project, the owner in fee simple of the Premises, subject only to the Permitted

Exceptions and the interest of the City hereunder.

D. To the extent of Developer's knowledge, all plans and specifications for the Project are or will be in full compliance with all applicable building codes, zoning ordinances and the requirements of all regulatory agencies having jurisdiction.

E. Developer knows of no reason why all federal, state and local governmental approvals and reviews required by law will not be obtained for the Project.

F. Developer is informed that the Secretary of HUD has selected the City for the award of a UDAG Grant in reliance in material part upon the assured completion by Developer of the Project, and Developer will complete said Project in accordance with the plans and specifications therefor.

G. The construction of the Project and the making of the Loan in accordance with this Agreement has been duly authorized by all necessary action required on the part of Developer.

H. At the time of each disbursement of Loan proceeds by City to Developer, there will be no claim for labor, services or materials furnished for the construction of the Project other than those currently incurred from the date of the last prior

disbursement and that all withholding and other payroll taxes withheld or owed by Developer in connection with the construction of the Project have been or will be paid when due, provided, however, that Developer may contest the validity of any mechanic's lien claim or other claim and post such security with the Title Company as may be necessary to insure over any such claim.

11. Commencement and Completion of Construction. Developer shall commence construction of the Project no later than November 1, 1983 and shall complete construction of the Project no later than November 1, 1985 except as the construction period may be extended by reason of Permitted Delays.

12. City's Representations and Warranties. The City warrants and represents to Developer that:

A. City is a municipal corporation duly organized and existing under the laws of the State of Illinois and has full power and authority to make this Agreement and to perform it in accordance with its terms.

B. The execution, delivery and performance of this Agreement has been duly authorized by proper proceedings of the City Council of the City of Chicago, State of Illinois.

13. Right of Entry and Inspection. Subject to the rights of tenants and reasonable security procedures, the City and its

agents and employees shall at all times during construction of the Project have the right of entry and free access to the Project and the right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of the Developer pertaining to the Project.

14. Amendments. City and Developer agree that this Agreement may not be amended in any material respect without the prior written approval of the Secretary of HUD or any other official of HUD to whom said Secretary has delegated authority to act with respect to matters covered by the UDAG Grant to the City. The word "material" as used herein shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of the developer by more than ten (10%) percent, changes the sites or character of any development activity or increases any time for performance by the Developer by more than sixty (60) days, except for any extension of the construction period by reason of Permitted Delays.

15. Disclaimer Of Relationships. City and Developer agree that nothing in this Agreement shall be deemed or construed by any of the parties hereto or by any third persons to create any relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary of HUD.

16. Limitations Of Liability. City shall not be liable to

Developer or to any party, except HUD, for the completion of, or the failure to complete, any activities which are part of the Project as set forth and defined in the Grant Agreement except those that are specified in Exhibit B to the Grant Agreement.

17. Conflict of Interest. 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, nor be liable to Cobble Square or any successor in interest in the event of any default or breach by the City for any amount which may become due to Cobble or their successors or assigns on any obligation under the terms of this Agreement.

18. City's Remedies. If Developer shall at any time prior to completion of the Project abandon the same, cease work thereon for a period of sixty (60) days, except for Permitted Delays or other delays beyond the reasonable control of Developer, or fail to complete said Project in substantial compliance with the plans and specifications therefor and all applicable statutes, ordinances codes, rules and regulations of all authorities having jurisdiction and within the period of time required herein (as extended due to Permitted Delays) the City may, at its option, upon thirty (30) days' prior written notice to Developer, declare

the entire principal sum loaned hereunder to be due and payable unless such default is cured within such 30 day period; provided, however, that in the event such default cannot reasonably be cured within said 30 day period and if Developer has commenced efforts to cure during said period, then Developer's time to cure shall be extended so long as it diligently continues its efforts to cure such default.

19. Agreement To Subordinate. City agrees that it will execute and deliver such further documents as shall be necessary or required in order to subordinate the lien of the Commercial Loan and the Residential Loan to the liens of such financing as specified in Sections 4.A(xii) and 4.B(iii)(f) hereof, it being understood that time is of the essence with respect thereto.

20. Non-Disturbance Agreements. City agrees to execute a non-disturbance agreement in favor of each tenant of the Premises, which shall provide that such tenant shall be assured the right to possession of the leased premises and other rights granted to tenant so long as said tenant is not in default under its lease.

21. Bond Documents. It is the intention of the parties hereto that to the extent any provision hereof conflicts with the Bond Documents the Bond Documents shall control.

22. Governing Law. This Agreement has been entered into and shall be construed in accordance with and governed by the laws

of the State of Illinois.

23. Exculpation. This Agreement is executed by LaSalle National Bank, not individually, but as a Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and it hereby warrants that it possesses full power and authority to execute this instrument), and that it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on LaSalle National Bank personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

24. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the parties hereto.

25. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service of notice hereunder two (2) business days after the mailing thereof:

(a) If to the City:

City of Chicago, Illinois
Department of Planning
Room 1000
121 North LaSalle Street
Chicago, IL 60601

with copies to:

City of Chicago
Department of Law
Room 511
121 North LaSalle Street
Chicago, IL 60601

(b) If to the Borrower:

LaSalle National Bank as Trustee
under Trust Nos. 106703 and
106732
135 South LaSalle Street
Chicago, IL 60690

with copies to:

Stanley M. Stevens, Esq.
2 North Riverside Plaza
Chicago, IL 60606

Howard Porde, Esq.
152 West Huron Street
Chicago, IL 60610

Samuel J. Polsky, Esq.
152 West Huron Street
Chicago, IL 60610

(c) If to the Developer:

CobbleSquare Place Associates and
CobbleSquare Place Associates II
Suite 600
2 North Riverside Plaza
Chicago, IL 60606

with copies to:

Stanley M. Stevens, Esq.
2 North Riverside Plaza
Chicago, IL 60606

Howard Porde, Esq.
152 West Huron Street

Chicago, IL 60610

Samuel J. Polsky, Esq.
152 West Huron Street
Chicago, IL 60610

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF CHICAGO,

BY: _____
MAYOR

ATTEST:

LA SALLE NATIONAL BANK, as
Trustee under Trust Agreement
dated July 13, 1983 and known
as Trust No. 106732 and not
individually,

BY: _____

ATTEST:

LA SALLE NATIONAL BANK, as
Trustee under Trust Agreement
dated July 13, 1983 and known

August 10, 1983

as Trust No. 106703 and not
individually,

BY: _____

ATTEST:

COBBLE SQUARE DEVELOPMENT, INC.,
an Illinois corporation, as
general partner of COBBLESQUARE
PLACE ASSOCIATES, and COBBLE-
SQUARE PLACE ASSOCIATES II, both
Illinois limited partnerships.

BY: _____
Its President

ATTEST:

Its Secretary

EXHIBIT A

PERMITTED EXCEPTIONS

I. Residential Portion of Project

1. First mortgage issued by City of Chicago pursuant to bond documents not to exceed \$12,500,000.
2. Second mortgage UDAG.
3. Easements to be recorded dealing with rights of access for ingress and egress and maintenance.
4. Real estate taxes not yet due and payable.

II. Commercial Portion of Project

1. First mortgage in an amount not to exceed \$4,000,000.
2. UDAG second mortgage.
3. Easements to be recorded dealing with rights of access for ingress and egress and maintenance.
4. Real estate taxes not yet due and payable.

(Continued from page 1075)

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

WHEREAS, River City Developers, an Illinois Limited Partnership, has proposed to construct a residential/commercial complex located within an area bounded by Polk, Wells, and Harrison Streets and the South Branch of the Chicago River, adjacent to the Near South Side Community Area of the City of Chicago, by expending private funds in the amount of approximately Forty-seven Million Dollars (\$47,000,000.00); and

WHEREAS, It is projected that the development project will create approximately 800 new permanent employment opportunities benefiting the economically distressed Near South Side Community, and generate approximately \$227,953.00 in additional annual tax revenue; and

WHEREAS, The City of Chicago, through the Department of Planning, has prepared an Urban Development Action Grant application in the amount of \$3,150,000.00 to be used along with private funds to develop approximately 200,000 square feet of commercial space and approximately 457 residential rental units; 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 \$3,150,000.00 for the River City Phase I Development Project.

SECTION 2. That the Mayor of the City of Chicago is authorized to act in connection with the application, to give whatever 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 is authorized to enter into and execute on behalf of the City of Chicago, upon review by the Department of Planning and the Corporation Counsel as to form and legality an Urban Development Action Grant Agreement by and between the United States Department of Housing and Urban Development and the City of Chicago for the partial funding of the River City Phase I Development Project.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

**Filing of U.D.A.G. Application With HUD Authorized
for Lee-Ricks Medical Center Project.**

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

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

WHEREAS, Lee-Ricks Building Corporation, an Illinois Corporation, has proposed to rehabilitate a medical facility located at 7841-7845 South Cottage Grove Avenue in the Chatham Community of the City of Chicago, by expending private funds in the amount of approximately Four Hundred and Eighteen Thousand Dollars (\$418,000.00); and

WHEREAS, It is projected that the rehabilitation project will create approximately 30 new permanent employment opportunities benefiting the economically distressed Chatham Community, and generate approximately \$2,000.00 in additional annual tax revenue; and

WHEREAS, The City of Chicago, through the Department of Planning, has prepared an Urban Development Action Grant application in the amount of \$120,000.00 to be used along with private funds to rehabilitate the facility; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$120,000.00 for the Lee-Ricks Medical Center Project.

SECTION 2. That the Mayor of the City of Chicago is authorized to act in connection with the application, to give whatever 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 is authorized to enter into and execute on behalf of the City of Chicago, upon review by the Department of Planning and the Corporation Counsel as to form and legality an Urban Development Action Grant Agreement by and between the United States Department of Housing and Urban Development and the City of Chicago for the partial funding of the Lee-Ricks Medical Center Project.

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

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

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

Nays--None.

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

Execution of Reimbursement Agreement Authorized Between
City and U.M.T.A. for Section 8 Transit Planning Funds
Program for Fiscal Year 1984.

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

WHEREAS, The Policy Committee of the Chicago Area Transportation Study, the Metropolitan Planning Organization for Northeastern Illinois, has by resolution dated March 10, 1983, authorized the City of Chicago to act as fiscal agent for U.M.T.A. Section 8 Transit Planning Funds for Fiscal Year 1984; and

WHEREAS, By ordinance passed on June 28, 1983 (C.J. pp. 191-193), the City Council authorized the Mayor to file a grant application and execute a grant contract with Urban Mass Transportation Administration for Section 8 Transit Planning Funds for the Northeastern Illinois Region in an amount not to exceed \$2,443,750; and

WHEREAS, The City of Chicago will act as applicant for and administrator of these funds for the following agencies in the Northeastern Illinois region: the Chicago Area Transportation Study, Northeastern Illinois Planning Commission, the Regional Transportation Authority, Illinois-Indiana Bi-State Commission and the Chicago Transit Authority; and

WHEREAS, The City of Chicago as applicant for and administrator of these grant funds, must, per U.M.T.A. regulations, External Operating Manual 1000.2, Chapter 2, Section E, enter into agreements with each of the aforesaid agencies to reimburse each agency in accordance with the FY '84 Unified Work Program; and

WHEREAS, The reimbursement of grant funds will be made in accordance with agency budgets as allocated in the Fiscal Year 1984 Northeastern Illinois Unified Work Program, and any subsequent revisions thereto, as endorsed by the Metropolitan Planning Organization; and

WHEREAS, Grant funds from the Federal Government reimbursed to the aforesaid agencies will require no contribution from the City of Chicago; now, therefore,

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

SECTION 1. That these reimbursement agreements between the City of Chicago and each of the five aforesaid agencies are hereby approved.

SECTION 2. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, reimbursement agreements between the City of Chicago and each of the five aforesaid agencies.

SECTION 3. That the City Comptroller is directed to disburse the grant funds in accordance with the reimbursement agreements.

SECTION 4. That the Commissioner of Public Works is authorized to execute subsequent revisions to the reimbursement agreements.

SECTION 5. That this ordinance shall be in force and effect from and after its passage.

[Reimbursement Agreement printed on pages
1111 through 1115 of this Journal.]

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

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

Nays--None.

(Continued on page 1116)

CITY OF CHICAGO
REIMBURSEMENT AGREEMENT
FOR FISCAL YEAR 1984 UMTA FUNDS

THIS AGREEMENT, entered into as of the _____ day of _____ by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as the "City") and the _____ (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the Policy Committee of the Chicago Area Transportation Study, the Metropolitan Planning Organization (MPO) for northeastern Illinois has requested the City to act on its behalf in administering funds received from the Urban Mass Transportation Administration (UMTA) of the U.S. Department of Transportation for the purpose of conducting technical planning studies; and

WHEREAS, the City, through its representatives on the Policy Committee, has agreed to serve as the administrator for the Fiscal Year 1984 UMTA Section 8 Contract; and

WHEREAS, the said UMTA funds are to be used for planning and programming activities; and

WHEREAS, the Unified Work Program for Fiscal Year 1984, which clearly states each agency's transportation planning and programming responsibilities, has been approved by UMTA.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. The Agency shall, in a satisfactory manner, perform all activities called for in accordance with the Fiscal Year 1984 Unified Work Program as approved by the MPO. Changes in the scope of services and work component budget for Fiscal Year 1984 are not to occur unless revisions in the UWP are approved by the MPO and UMTA.

2. Time of Services. The activities described in the Unified Work Program for _____ for Fiscal Year 1984 shall be carried out to completion beginning _____ 1983, and ending June 30, 1984, unless a carryover of funds is requested by the Agency and approved by UMTA.

3. Reports. The City shall be provided with monthly accounting reports by the Agency. Narrative progress reports shall be submitted to the Chicago Area Transportation Study (CATS), which shall use them to produce a quarterly Unified Work Program progress report which is to be reviewed by the UWP Committee of CATS, and then forwarded to the City for inclusion in its quarterly report to UMTA.

-2-

4. Subcontracts. Assignment of any portion of work by subcontract must be part of the Unified Work Program as approved by UMTA. All contracts in excess of \$5,000 shall contain suitable provisions for termination by the Agency, including the manner in which it will be effectuated and the basis for settlement.

5. Prohibited Interest. No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this subcontract or the proceeds thereof.

6. Termination for Default. If, through any cause, the Agency shall default in performance of this Agreement in accordance with its terms, and has failed to cure said default within thirty (30) days after receipt of a notice specifying said default, the City may terminate this Agreement.

7. Termination for Convenience. The City may terminate this Agreement, or any portion of service to be performed herein provided that thirty (30) days notice in writing has been given to the MPO and the Agency. Payment for the work performed before the effective date of said termination shall be based upon an estimate of the services actually performed by the Agency to the date of termination. Said estimate shall be approved by the MPO and UMTA. Payment made to the Agency shall be in full settlement for services rendered under this Agreement. If this Agreement is terminated due to the fault of the Agency, the previous section hereto relative to termination shall apply.

8. Method of Payment. The City shall make payments to the Agency pursuant to billings submitted and approved, setting forth the services performed during said billing period and attaching thereto copies of any expenses incurred. If, due to inappropriate action taken by the Agency, UMTA refuses to reimburse the City for billing already paid to the Agency by the City, the Agency shall return the payment to the City upon request. It is understood that the quarterly progress reports compiled by CATS (see paragraph 3 above) are to be used to satisfy UMTA reporting requirements. Additional reports may be submitted at the discretion of the Agency.

9. Record Retention. Financial records, supporting documents, statistical records, and all other records pertinent to Grant Number _____ shall be retained for a period of three years after the submission of the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds shall be retained for three years after its final disposition.

10. Compensation. The Agency shall receive reimbursement for actual cost to the extent they are eligible and in compliance with Federal Procurement Regulations, Subpart 15.1 and 15.7 and the UMTA External Operating Manual, subject to an upper limit of \$ _____ (Federal share).

-3-

11. Audit and Inspection of Records. The Agency agrees to comply with OMB Circular A-102, "Uniform Requirements for Grants-in-Aid to State and Local Government," Attachment P -- Audit Requirements. Specifically, the Agency must provide for an independent audit of financial operations, on an organization-wide basis not less than every two years. Audits will be made in accordance with the General Accounting Office Standard for Audit of Governmental Organizations, Programs, Activities and Functions, the Guideline for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by OMB and generally accepted auditing standards established by the American Institute of Certified Public Accounts. All transportation planning expenditures, as well as compliance for Grant Number _____ should be individually identified and addressed in the audit report and/or footnote to the report. The Agency shall permit authorized representatives of the City, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Agency relative to its performance under Grant Number _____. In the event that an audit reveals that a return of funds to UMTA is necessary, the Agency shall remit such funds to the City for repayment.

12. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. Equal Employment Opportunity and Minority Business Enterprise. The Agency shall submit to the Department of Public Works, Bureau of Transportation Planning and Programming written documentation, within sixty (60) days of the execution of the Reimbursement Agreement or Grant Contract, whichever is later, certification of compliance with the rules and regulations of UMTA relative to EEO, MBE and provisions of Title VI of the Civil Rights Act of 1964, as outlined in the UWP as approved by UMTA. If for any reason, the Agency loses its UMTA certification for any of the above provisions, the City may withhold payment until UMTA's ruling of the eligibility of the Agency to continue to receive funds is made or until payment for work undertaken by the Agency is made to UMTA.

14. Terms and Conditions. The terms, conditions, and requirements imposed upon the City as grantee by virtue of the aforesaid Grant Contract from UMTA are incorporated into this Agreement and are herewith imposed upon the Agency.

15. Notice. All notices and communications hereunder between the parties are to be directed to the City, addressed to Jerome R. Butler, Commissioner, Department of Public Works, Room 406, City Hall, Chicago, Illinois 60602, and to the Agency, addressed to:

-4-

16. Fund Chargeable. Expenditures incurred under the UWP for Fiscal Year 1984 shall be payable from the appropriate funds as shown below, subject to the availability of money contained therein.

GRANT NUMBERFUND NUMBERDOLLAR AMOUNT

-5-

IN WITNESS WHEREOF, the City and the Agency have executed the Agreement as of the date first written above.

CITY OF CHICAGO:

By _____
Mayor

By _____
City Comptroller

APPROVED:

Department of Public Works

Commissioner

Approved as to Form and Legality

Corporation Counsel

(Agency)

By _____

ATTEST:

City Clerk

(Continued from page 1110)

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

**Filing of U.D.A.G. Application with HUD Authorized
for Chatham Plaza Project.**

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

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

WHEREAS, Perry Associates, an Illinois limited partnership, has prepared to develop a convenience strip shopping center located at 79th Street and Perry Avenue in the West Chatham Park community of the City of Chicago by expending private funds in the amount of \$4,034,900.00; and

WHEREAS, It is projected that the rehabilitation and expansion project will create 188 new permanent jobs benefiting the economically distressed West Chatham Park community, and generate approximately \$294,799.00 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$1,600,000.00 to be used along with private funds in the development of the convenience strip shopping center; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$1,600,000.00 for the West Chatham Plaza Project.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, 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 West Chatham Plaza Project.

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

Nays--None.

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

**Filing of U.D.A.G. Application with HUD Authorized
for Lincoln Park Health Center Project.**

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

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

WHEREAS, The Lincoln Park Health Center, an Illinois limited partnership, has proposed to rehabilitate a six-story abandoned building located at 2437 North Southport in the Sheffield community of the City of Chicago to an innovative geriatric center consisting of 120 apartments for the elderly, and nursing care facilities for 250 skilled care patients by expending approximately \$9,300,000.00 in private funds; and

WHEREAS, It is anticipated that this project will create approximately 175 new permanent jobs benefiting the economically distressed Sheffield community, and generate approximately \$677,335.00 in additional tax revenues; and

WHEREAS, The City of Chicago, through the Department of Housing, has prepared an application for an Urban Development Action Grant in the amount of \$1,513,000.00 to be used along with private funds for the rehabilitation of the building; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$1,513,000.00 for the Lincoln Park Health Center Projects.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon review by the Corporation Counsel as to form and legality, 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 Lincoln Park Health Center Project.

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

Nays--None.

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

**Tax Levy on Real Estate Authorized for Special Service Area No. 1
(State Street Mall) for Year Beginning January 1, 1984.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the tax levy on real estate for Special Service Area Number 1 (State Street Mall) for the calendar year beginning January 1, 1984 in the amount of \$1,462,805.00.

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

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

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. Findings. The City Council of the City of Chicago finds that on July 7, 1977, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, 1301, et seq.), in and for that part of the City of Chicago which is within the area bounded by Wacker Drive on the north, Congress Street on the south and fronting on State Street on both east and west sides, for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number One", in addition to authorizing the issuance of certain bonds, authorized the levy of annual taxes on all taxable property within said Area for the payment of the cost of furnishing special maintenance services in and for said Area, provided that such special annual tax shall be limited in amount so that the total of such annual maintenance tax will not exceed the lesser of one-quarter of one percent (1/4 of 1%) of the equalized assessed valuation of taxable property within said area or an amount equal to forty percent (40%) of the sum budgeted for expenditures for the calendar year after deducting miscellaneous income; that the ordinance creating such Special Service Area Number One provided for the appointment of the State Street Mall Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special maintenance taxes to be levied against property within such special service area; that the State Street Mall Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number One for the fiscal year commencing January 1, 1984, and has further advised the Mayor and the City Council concerning the annual special maintenance taxes necessary to be levied in said Special Service Area Number One for the tax year 1983 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated, the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number

One which said special services are unique to said Area and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

For The Fiscal Year Beginning January 1, 1984
And Ending December 31, 1984

Expenditures

For personal services, contractual services, and commodities related to the operation and maintenance of the State Street Mall	\$ 1,373,760
Other charges and capital outlay related to the operation and maintenance of the State Street Mall	85,000
For loss of tax in the process of collection (1%)	<u>4,045</u>
Total:	<u>\$ 1,462,805</u>

Sources of Funds

Tax levy	\$ 404,532
City share of expense of maintenance and operation of the State Street Mall	<u>1,058,273</u>
Total:	<u>\$ 1,462,805</u>

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, 1301, et seq.), and pursuant to the provisions of an ordinance adopted on July 7, 1977, establishing the "City of Chicago Special Service Area Number One," the sum of \$404,532 as a special tax for the tax year 1983 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number One.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September, 1983, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1983 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number One, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed the lesser of one-fourth of one percent (1/4 of 1%) of the total equalized assessed valuation of all taxable property within said Special Service Area Number One or an amount equal to forty percent (40%) of the amount herein budgeted and appropriated for expenditures for the fiscal year commencing January 1, 1984, after deducting from such appropriations all items of miscellaneous income estimated to be received during such fiscal year.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for

public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

**Execution Agreement Authorized Between City and State for
City-Wide Traffic Signal Improvement Program.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of Agreement with the State of Illinois for City-wide Traffic Signal Improvement Program in the amount of \$1,265,000.00:

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for City-wide traffic signal improvements described herein, said agreement to be substantially in the following form:

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

WITNESSETH:

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

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with a City-wide traffic signal improvement project, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said project.

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for said Project improvements named and identified herein.

2. Upon approval from the State, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision all in accordance with established procedures of the City, the State and the Federal Highway Administration.
3. To finance the work pending reimbursement, by the State, of the Federal share and Non-Federal (State) share, and to prepare a complete and accurate breakdown of costs for each project financed by the City.
4. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the Parties hereto.
5. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
6. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 5 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

Now Be It Therefore Resolved, The State Agrees:

7. To reimburse the City for the Federal Share and Non-Federal (State) share of the costs as incurred in connection with the contract construction, force account construction and construction engineering/supervision of the improvements as hereinafter provided, upon receipt of a billing supported by documentation as required by the State and Federal Highway Administration.
8. To review, without delay, all submittals including plans, specifications and estimates, and requests for authority to proceed with the contract construction and force account construction.

Now Be Therefore Resolved, The Parties Hereto Mutually Agree:

9. That upon completion of the improvements, the City and the State shall maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvements in accordance with the established jurisdictional authority.
10. That prior to the initiation of the work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and the State.
11. That this project generally consists of the replacement of signal heads, mast arms, traffic signal controllers and wiring. The placement of new signals will conform to existing recommendations and agreements of the Illinois Manual on Uniform Traffic Control Devices.

The locations are as follows:

- * Chicago Avenue at Clark Street
- * Pulaski Road at Roosevelt Road
- * Laramie Avenue at Flournoy and Lexington Streets (Eisenhower Expressway Interchange).
- * Sheffield, Wrightwood and Lincoln Avenues
- * Columbus Drive at Jackson Drive.
- * Ashland Avenue at Wabansia Avenue

- * Hyde Park Avenue at 53rd Street
- * 83rd Street at Commercial and Exchange Avenues
- * Princeton Avenue at 47th Street
- ** Touhy Avenue at Osceola Avenue

12. That the estimated costs of the signalization improvement Project covered under this Agreement are:

*Contract Construction	\$	356,000
*Force Account Construction	\$	683,000
*Construction Engineering/Supervision	\$	103,000
**Contract Construction	\$	81,000
**Force Account Construction	\$	30,000
**Construction Engineering/Supervision	\$	<u>12,000</u>
Total:	\$	1,265,000

* Project: M-5000(405)

** Project: F-525 ()

and that based upon the current ratio of Federal to Non-Federal funds for Federal-Aid Urban System projects, the estimated proportional participation for the Projects will be:

Federal Share (FAU): (75.18% of \$1,265,000)	\$	951,027
Non-Federal Share (State) (24.82% of \$1,265,000)	\$	<u>313,973</u>
Total:	\$	1,265,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$345,370, with any Non-Federal share required in excess that amount to be provided by the City, or by Amendment to this Agreement.

13. That all prior Agreements or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
14. That standard Federal-Aid procedures and requirements apply to all phases of this project.
15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 12.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction is not authorized by July 1, 1986.

17. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.

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

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

[Signature forms omitted for printing purposes.]

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

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

**Industrial Revenue Bond Authorized for Republic Aluminum
Inc. for Acquisition of Property at Specified Location.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond in the amount of \$1,000,000.00 to Republic Aluminum, Inc. for the acquisition of real property located at No. 1725 West Diversey Parkway.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000 and is a home rule unit under Section 6(a) of Article VII of said Constitution and is authorized and empowered by the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the Issuer on February 10, 1982; as from time to time supplemented and amended (the "Enabling Ordinance"), to finance in whole or in part the cost of the acquisition, purchase, or extension of any industrial development project in order to encourage development of the municipality; and

WHEREAS, The Issuer is further authorized by the Enabling Ordinance to issue industrial revenue bonds payable solely from payments to be derived by the Issuer from the user of such facilities and secured by a mortgage and a pledge of said payments and the Enabling Ordinance provides that such bonds shall be entitled to a mortgage and a pledge of such payments; and

WHEREAS, As a result of negotiations between the Issuer and Western National Bank of Cicero, not personally but solely as Trustee under a Trust Agreement dated April 11, 1983 and known as Trust No. 8827 and Republic Aluminum, Inc., an Illinois corporation, which owns 100% of the beneficial interest (said trust and beneficiary thereof, together, the "Borrower"), contracts have been or will be entered into for the acquisition of land and a building, and renovation and equipping of said building for use as an industrial facility (the "Project") within the boundaries of the Issuer, and which Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance and the Issuer is willing to issue its industrial revenue bond to finance the Project upon terms which will be sufficient to pay the cost of acquisition, renovation and equipping of the project as evidenced by such industrial revenue bond, all as set forth in the details and provisions of the Loan Agreement hereinafter identified (the "Agreement"); and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be not less than \$1,000,000; and

WHEREAS, The project will create employment opportunities and enhance the tax base in the City of Chicago, Illinois; and

WHEREAS, The Commissioner of Economic Development of the City of Chicago held a public hearing pursuant to Section 103 (k) of the Internal Revenue Code, as amended, on July 7, 1983, and this City Council hereby approves the issuance of the Bond (as hereinafter defined); and

WHEREAS, The Issuer proposes to sell the industrial revenue bond hereinafter authorized and designated "Industrial Revenue Bond (Republic Aluminum, Inc. Project)" (the "Bond") upon a negotiated basis to Western National Bank of Cicero, Cicero, Illinois (the "Bank"); now, therefore,

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

Definitions.

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

"Agreement" means the Loan Agreement dated as of July 1, 1983 by and between the Issuer and the Borrower, as from time to time amended and supplemented, together with the Note of the Borrower in the form appended thereto.

"Assignment" means the Assignment and Agreement dated as of July 1, 1983 by and between the Issuer and the Bank.

"Bank" means Western National Bank of Cicero, Cicero, Illinois, and its successors and assigns.

"Bond" means the Bond authorized to be issued hereunder.

"Bond Fund" means the City of Chicago, Illinois Bond Fund (Republic Aluminum, Inc. Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of July 1, 1983 between the Issuer and the Bank.

"Bond Ordinance" means this Ordinance.

"Borrower" means Western National Bank of Cicero, not personally but solely as trustee under a Trust Agreement dated April 11, 1983 and known as Trust No. 8827, a land trust organized and existing under the laws of the State of Illinois and Republic Aluminum, Inc., an Illinois corporation, which owns 100% of the beneficial interest, and their respective successors and assigns.

"Building" means collectively the buildings, structures and all other related facilities thereto forming a part of the Project, which are located on the Project site (as hereinafter defined), as they may at any time exist, including any air conditioning and heating systems and any building equipment or machinery (which shall be deemed fixtures).

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

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

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

"Equipment" means those items of machinery, equipment and related property to be installed in or near the Building with proceeds of any payment by the Borrower pursuant to Section 3.6 of the Agreement which items as now contemplated by the current plans and specifications, include the machinery, equipment and related property that are generally described in Exhibit B of the Agreement, and any such items acquired and constructed or installed in or near the Building in substitution therefor or in addition thereto pursuant to the provisions of Section 5.2 of the Agreement or taken by the exercise of the power of eminent domain as provided by Section 5.6 of the Agreement, all as they may at any time exist.

The term "Event of Default" means those events specified in and defined in Section 11 hereof.

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

"Issuer" means the City of Chicago, Illinois and its successors and assigns.

"Mortgage" means the Mortgage and Security Agreement dated as of July 1, 1983 of the Borrower.

"Person" means natural persons, partnerships, associations, corporations and public bodies.

"Prime Rate" means the interest rate per annum announced from time to time by Western National Bank of Cicero at its principal office in Cicero, Illinois, as its prime rate.

"Project" means acquisition of the Project Site and the Building, renovation of the Building and acquisition and installation of the Equipment to be financed with the proceeds of the Bond, as each is defined and described in the Agreement.

"Project Site" means the real property described in Exhibit A of the Agreement, together with all additions thereto and substitutions therefor less such real property as may be taken by the exercise of eminent domain, as provided by Section 5.6 of the Agreement. The Building is located on the Project Site.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment, and encouraging the increase of industry and economic development, the Project shall be and is hereby authorized to be financed as described herein. It is hereby found and declared that the financing of the Project and the use thereof by the Borrower as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto and in the Enabling Ordinance.

Authorization and Prepayment of Bond.

SECTION 3. That for the purpose of financing the cost of said project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bond (Republic Aluminum, Inc. Project) in the principal sum of \$1,000,000 dated the date of issuance thereof, and payable in one hundred eighty (180) consecutive monthly principal installments in the amount of \$5,555.56 each that become due on November 1, 1983 and on the first day of each month thereafter to and including October 1, 1998, and bearing interest from the date thereof on the unpaid principal amount from time to time outstanding at a rate equal to seventy-five percent (75%) of the Prime Rate in effect on such date to be effective until October 1, 1986 and to be established at three-year intervals thereafter on October 1 of each of the years 1989, 1992, and 1995, respectively (the "Adjustment Dates"), said interest rate to be payable monthly commencing November 1, 1983 and continuing on the first day of each month thereafter to and including October 1, 1998 provided however that at the option of the Borrower, as set forth in a certificate of the Authorized Borrower Representative delivered to the Bank at the time of delivery of the Bond or five days prior to any Adjustment Date, said interest rate shall until the succeeding Adjustment Date, vary from day to day at a rate equal to 75% of the Prime Rate as in effect from time to time.

From and effective as of the Effective Date of Taxability as defined in the hereinafter described Agreement, the interest rate per annum on the Bond shall be increased to three percent (3%) in excess of the Prime Rate as determined from time to time. The Bond shall bear interest on any overdue principal and interest at five percent (5%) over the interest rate then borne by the Bond, until paid, to the maximum extent permitted by law.

The Principal installments of the Bond are subject to prepayment at any time in whole or in part in the inverse order of their maturity at a prepayment price of par without premium plus accrued interest to the prepayment date upon written notice given by the Borrower on behalf of the Issuer, at least five business days prior to the installment payment date the Borrower shall designate as the prepayment date.

If other funds in an amount in excess of \$1,000 shall become available in the Bond Fund, and are not otherwise required to be applied to the payment of Bond, the Bank shall, without notice from the Borrower or the Issuer, promptly, but in any event within fifteen business days from the receipt of such funds, apply such funds to the prepayment of the Bond at the prepayment price set forth above, and shall give notice to the Borrower of such prepayment. All principal installments of the Bond or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

The Principal of and interest on the Bond shall be payable to the order of Western National Bank of Cicero or its assigns in lawful money of the United States of America in immediately available funds at the principal office of Western National Bank of Cicero in the City of Cicero, Illinois. The Bank shall note on the payment record attached as Schedule A to the Bond the date and amount of payment of principal and interest then being paid and of interest theretofore paid and not yet noted thereon and upon request of the Borrower or the Issuer, the Bond shall be available for inspection by the Borrower or the Issuer at the offices of the Bank of Cicero, Illinois. The Bond is nontransferable by the Bank, except as a whole and after notice in writing to the Borrower of such transfer, provided however that the Bank without such notice may issue participations in the Bond. The Bond shall be signed by the Mayor and attested by the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto. No transfer shall be effective until noted on the registration blank appearing on the Bond and upon the books of the Issuer kept for that purpose by the Bank and such transfer is in compliance with all provisions of Section 103(j) of the Code, and the regulations promulgated thereunder or proposed regulations published in the Federal Register. The Bank is hereby appointed as registrar for purposes of Bond registration.

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by a mortgage and payable solely from the receipts derived from the Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the owner thereof only against the Bond fund and other moneys held by the Bank and the receipts derived from this Agreement, which receipts shall be used for no other purpose than to pay the principal of and interest on the Bond, except as may be otherwise expressly authorized in this Ordinance. The Bond and the obligation to pay interest thereon does not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured by a mortgage and payable solely from the receipts from the Agreement.

Bond Form.

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

THIS BOND MAY BE TRANSFERRED
ONLY AS A WHOLE

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

PAYABLE BY THE ISSUER SOLELY AND ONLY
FROM RECEIPTS DERIVED FROM THE LOAN
AGREEMENT HEREIN DEFINED

Industrial Revenue Bond
(Republic Aluminum, Inc. Project)

\$ 1,000,000

The City of Chicago, Illinois, a unit of local government and body politic and corporate organized and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received promises to pay solely and only from the source and as hereinafter provided, to the order of Western National Bank of Cicero, Cicero, Illinois (the "Bank"), or its assigns, the principal sum of:

One million Dollars (\$1,000,000) in one hundred eighty (180) consecutive monthly principal installments in the amount of \$5,555.56 each that become due on November 1, 1983 and on the first day of each month, thereafter to and including October 1, 1998, and bearing interest from the date hereof on the unpaid principal amount from time to time outstanding at a rate equal to seventy-five percent (75%) of the interest rate per annum announced from time to time by Western National Bank of Cicero at its principal office in Cicero, Illinois as its prime rate (the "Prime Rate") in effect on such date to be effective until October 1, 1986 and to be established at three-year intervals thereafter on October 1, of each of the years 1989, 1992 and 1995, respectively, (the "Adjustment Dates") said interest rate to be payable monthly commencing November 1, 1983 and continuing on the first day of each month thereafter to and including October 1, 1998; provided however that at the option of the Borrower, (as hereinafter defined) as set forth in certificate of the Authorized Borrower Representative (as defined in the Agreement hereinafter described) delivered to the Bank at the time of delivery of this Bond or five days prior to any Adjustment Date, said interest rate shall, until the succeeding Adjustment Date, vary from day to day at a rate equal to 75% of the Prime Rate as in effect from time to time.

The Issuer shall have the privilege at any time during the term of this Bond to make prepayments, in whole or in part, without penalty. From and effective as of the Effective Date of Taxability, as

defined in the hereinafter described Loan Agreement, the interest rate per annum on this Bond shall be increased to three percent (3%) in excess of the Prime Rate as defined herein, as determined from time to time. The Bond shall bear interest on any overdue principal and interest at five percent (5%) in excess of the interest rate then borne by the Bond, until paid. Both principal hereof and interest hereon are payable in immediately available funds at the principal office of the Bank.

Payments of principal and interest, including prepayments of principal installments, shall be noted on the Payment Record - Schedule "A" made a part of this Bond as provided in the Bond Ordinance hereinafter identified pursuant to which the Bond is issued.

This Bond is issued in the principal sum of \$1,000,000 pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the Issuer on February 10, 1982, as from time to time amended and supplemented (the "Enabling Ordinance") and to an Ordinance (the "Bond Ordinance") duly adopted by the governing body of the Issuer for the purpose of providing funds to finance the cost of the acquiring land and a building and renovating and equipping said building for use as an industrial facility (hereinafter called the "Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry and economic development within the City of Chicago, Illinois. The proceeds of this Bond will be used by the Issuer to pay or reimburse Western National Bank of Cicero, not personally but solely as Trustee under a Trust Agreement dated April 11, 1983 and known as Trust No. 8827, and Republic Aluminum, Inc., an Illinois corporation, the beneficiary of said trust (said trust and the beneficiary thereof, together, the "Borrower") for the costs of acquisition, renovation and equipping of the Project, under the terms of a Loan Agreement dated as of July 1, 1983 (which agreement, as from time to time supplemented and amended is hereinafter referred to as the "Agreement").

This Bond is secured by a pledge and assignment of receipts derived by the Issuer pursuant to the Agreement and a mortgage on the Project pursuant to an Assignment and Agreement dated as of July 1, 1983 (the "Assignment") from the Issuer to the Bank, as more fully described in the Bond Ordinance. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owners of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

Upon five days prior written notice given by the Borrower on behalf of the Issuer the principal installments of this Bond are subject to prepayment at any time in whole or in part in the inverse order of their maturity at a prepayment price of par plus accrued interest to the prepayment date, without premium, as provided in the Bond Ordinance. All principal installments of this Bond or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois and the Enabling Ordinance. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured by the mortgage and assignment and payable solely out of the receipts derived by the Issuer from the Agreement and otherwise as provided in the Bond Ordinance and the Agreement. This Bond and obligation to pay interest hereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured by a mortgage and payable solely from the receipts derived by the Issuer from the Agreement. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of and interest on this Bond are to be paid by the Borrower to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund (Republic Aluminum, Inc. Project)," and all receipts under the Agreement have

been duly pledged and assigned to the Bank pursuant to the Assignment for that purpose, under the Bond Ordinance to secure payment of such principal and interest.

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

This Bond shall be fully registered as to both principal and interest in the name of the holder in accordance with the Bond Ordinance, after which it shall be transferable only upon presentation to the Bank as Registrar with a written transfer duly acknowledged by the registered holder or his attorney, and such transfer shall not be effective until it is noted upon this Bond and upon the books of the Issuer kept for that purpose by the Bank and is in compliance with all provisions of Section 103(j) of the Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder or proposed regulations published in the Federal Register. The Bank has been appointed as Registrar for purposes of bond registration.

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

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

In Witness Whereof, The City of Chicago, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor and attested by its City Clerk and the corporate seal of said Issuer to be affixed hereto, all as of _____, 1983.

CITY OF CHICAGO, ILLINOIS

(SEAL)

By _____
Mayor

ATTEST:

City Clerk

Provisions for Registration

The Bond shall be registered on the books of the City of Chicago kept for the purpose by Western National Bank of Cicero, Cicero, Illinois, as Bond Registrar. The principal and interest on this Bond shall be payable only to or upon the order of the registered holder or his legal representative.

Registration

<i>Date of Registration</i>	<i>Name of Registered Owner</i>	<i>Signature of Registrar</i>
_____	Western National Bank of Cicero 5801 West Cermak Road Cicero, Illinois 60650	_____
_____	_____	_____
_____	_____	_____

Schedule A

PAYMENT RECORD

<i>Date</i>	<i>Principal Payment</i>	<i>Balance Due</i>	<i>Interest Payment</i>	<i>Western National Bank of Cicero Authorized Official and Title</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Illinois Acquisition and Construction Fund" and identified with the name of the Borrower. The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Acquisition and Construction Fund which shall be held in a separate account by Bank as depository. Moneys in the Acquisition and Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.6 thereof.

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

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Authorized Borrower Representative required by Section 3.7 of the Agreement. Any moneys thereafter remaining in the Acquisition and Construction Fund shall be applied in accordance with Section 3.6 of the Agreement.

Payment of Amounts Under the Agreement.

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance the acquisition, renovation and equipping of the Project pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

The Mayor is hereby authorized to execute and acknowledge said Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest same and to affix thereto the corporate seal of the Issuer.

Said Agreement and the receipts thereof, including all moneys received under its terms and conditions, are to be sufficient to pay the principal of and interest on the Bond hereby authorized and are hereby pledged and ordered paid into the Bond Fund. The Agreement provides that the Borrower shall remit the required payments thereunder directly to the Bank for the account of the Issuer for deposit in said Bond Fund and such provision is hereby expressly approved.

Revenues: Bond Fund.

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by a mortgage and payable by the Issuer solely and only out of the receipts derived from the Agreement as provided herein.

There is hereby created by the Issuer and ordered established with the Bank, as depository, a special fund to be designated "City of Chicago, Illinois Bond Fund (Republic Aluminum, Inc. Project)" (the "Bond Fund"), which shall be used to pay the principal of and the interest on the Bond.

There shall be deposited into the Bond Fund, as and when received, (a) all prepayments specified in Article IV of the Agreement; (b) all payments and other amounts paid by the Borrower pursuant to Section 3.3 of the Agreement; and (c) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal of and interest on the Bond.

The Issuer covenants and agrees that should there be an Event of Default or event that with the passing of time or otherwise may become an Event of Default under the Agreement, the Issuer shall fully cooperate with the Bank and with the owners of the Bond to the end of fully protecting the rights and security of such owners. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Agreement.

Any amounts remaining in the Bond Fund, after payment in full of the principal of and interest on the Bond (or provision for payment thereof as provided in this Ordinance) and the reasonable charges and expenses of the Bank, shall be paid to the Borrower upon the expiration or sooner termination of the term of the Agreement.

Notwithstanding anything herein to the contrary, reference to the Bond Fund shall not preclude direct payment of funds to the Bank for direct application for the purposes for which payments are made.

Assignment.

SECTION 8. As security for the due and punctual payment of the principal of and interest on the Bond hereby authorized and all sums due under the documents relating to the Project the Issuer hereby and pursuant to the Assignment assigns and pledges to the Bank all receipts derived by the Issuer pursuant to the Agreement (except any payment made pursuant to Section 6.4 of the Agreement relating to indemnification of the Issuer by the Borrower), and all rights and remedies of the Issuer under the Agreement, the Note and the Mortgage to enforce payment thereof including a mortgage of the Project and in evidence of such assignment and pledge and in consideration of the agreement of the Bank to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, the Mayor is hereby authorized to execute for and on behalf of the Issuer the Assignment and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank with the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

Investments; Arbitrage.

SECTION 9. Any moneys held as part of the Acquisition and Construction Fund created pursuant to Section 5 hereof or as part of Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Borrower, in accordance with the provisions of Section 3.10 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the fund from which such investment was made and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Borrower as provided in the Agreement.

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

The Issuer hereby covenants with the purchaser and the owners of the Bond that so long as any principal of the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any regulations promulgated thereunder, including Section 1.103-13 and Section 1.103-14 of the Income Tax Regulations (26 CFR Part 1) as the same presently exist. For purposes of certifying as to matters of arbitrage, the Mayor is hereby designated an officer responsible for issuing the Bond.

General Covenants.

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal of and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured by a mortgage and pursuant to the Assignment are payable solely out of the receipts derived by the Issuer from the Agreement and otherwise as provided herein and in the Agreement. The Bond and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Bond Ordinance, in the Bond and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, to issue the Bond authorized hereby, and to pledge and assign the receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments and other documents as the owners of the Bond or the Bank may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the interest of the Issuer in the Agreement as well as the rights of the Issuer in and to the receipts pursuant to the Assignment and hereby assigned and pledged to the payment of the principal of and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the receipts derived from the Agreement or of its rights under the Agreement.

The Issuer covenants and agrees that all books and documents in its possession relating to the receipts derived from the Agreement shall at all reasonable times be open to inspection by the owners of the Bond or such accountants or other agencies as such owners may from time to time designate.

The Issuer covenants and agrees that it shall through the Bank enforce all of its rights and all of the obligations of the Borrower under the Agreement for the benefit of the owners of the Bond. The Issuer shall protect the rights of the Bank hereunder with respect to the assignment and pledge of the receipts coming due under the Agreement.

Events of Default and Remedies.

SECTION 11. If any of the following events occur it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of principal of or interest on the Bond.
- (b) Any Event of Default under Section 7.1 of the Agreement shall have occurred.

Upon the occurrence of an Event of Default and so long as such Event is continuing, the Bank by notice in writing delivered to the Issuer and the Borrower, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Borrower immediately shall become due and payable as provided in Section 7.2 of the Agreement.

While any principal of or interest on the Bond is unpaid, the Issuer shall not exercise any of the remedies on default specified in Section 7.3 of the Agreement without prior written consent of the Bank.

Upon the occurrence of an Event of Default, the Bank may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

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

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

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VII of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer, the Bank or the owners of the Bond) and all such moneys in the Bond Fund shall be applied to the payment of the principal of and interest on the Bond then due and unpaid to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine, but in any event within fifteen business days after deposit of such moneys in the Bond Fund. The Bank shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Bank for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on the Bond have been paid under the provisions of this Section and all reasonable expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Borrower.

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

Sale of the Bond; Execution of Documents.

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$1,000,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially

the form which has been presented to it is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer, is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute said Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement and the Assignment, each in substantially the form in which it has been presented to the governing body of the Issuer and which is now on file in the official records of the Issuer are each hereby approved by such governing body and is in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Performance Provisions.

SECTION 13. The Mayor and City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to the Bond Ordinance, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by the Bond Ordinance. The Mayor and City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this ordinance or to evidence said authority, including without limitation the signing of IRS Form 8038 and the filing thereof as therein required, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices.

SECTION 14. It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by registered or certified mail, postage prepaid, return receipt requested, addressed to the Issuer at City of Chicago, 121 N. LaSalle Street, Chicago, Illinois, 60602, with a copy to City Comptroller, City Hall, Room 501, or to such other address as the Issuer may from time to time file with the Bank and the Borrower. It shall be sufficient service of any notice or other paper on the Borrower if the same shall be duly mailed to the Borrower by registered or certified mail, postage prepaid, return receipt requested, addressed to the Borrower at 5801 West Cermak Road, Cicero, Illinois, 60650, Attention: Trust Department, with a copy to Mr. Ronald Spielman, Republic Aluminum, Inc., 1725 W. Diversey Parkway, Chicago, Illinois, 60614, or to such other address as the Borrower may from time to time file with the Issuer and the Bank. It shall be sufficient service of any notice or other paper on the Bank if the same shall be duly mailed to the Bank by registered or certified mail, postage prepaid, return receipt requested, addressed to the Bank at 5801 West Cermak Road, Cicero, Illinois, 60650, Attention: Commercial Loan Department, or to such other address as the Bank may from time to time file with the Issuer and the Borrower.

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

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner or owners of the Bond hereby authorized; and after the issuance of the Bond no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the owner or owners of the Bond until such time as all principal of and interest on the Bond shall have been paid in full.

Satisfaction and Discharge.

SECTION 16. All rights and obligations of the Issuer and the Borrower under the Agreement, the Assignment, the Bond, the Note, the Mortgage, the Bond Purchase Agreement and the Bond Ordinance shall terminate and such instruments shall cease to be of further effect, and the Bank shall cancel the Bond, deliver it to the Issuer, and deliver a copy of the cancelled Bond to the Borrower, and shall assign and deliver to the Borrower any moneys in the Bond Fund required to be paid to the Borrower under Section 7 hereof (except moneys held by the Bank for the payment of principal of or interest on the Bond) when:

(a) all expenses of the Issuer and the Bank shall have been paid;

(b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Agreement, the Assignment, the Bond, the Note, the Mortgage, the Bond Purchase Agreement and in the Bond Ordinance; and

(c) all principal of and interest on the Bond have been paid.

Severability.

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions.

SECTION 18. The captions or headings of the Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of the Bond Ordinance.

Provisions in Conflict Repealed.

SECTION 19. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Bond Ordinance, are to the extent of such conflict, hereby repealed, and this Bond Ordinance shall be in full force and effect from and after its passage.

[Resolution, Memorandum of Agreement, Loan Agreement, Assignment and Agreement, Mortgage and Security Agreement and Bond Purchase Agreement are omitted for printing purposes.]

**Execution of Agreement Authorized Between City and State
for Pulaski Road-31st Street Intersection
Improvement.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the intersection improvement of Pulaski Road at West 31st Street described therein, said agreement to be substantially in the following form:

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

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the intersection of Pulaski Road at West 31st

Street, hereinafter referred to as the "Project", and identified in Paragraph 11 of this Agreement; and

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

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate Highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State and City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said project.

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for said Project improvements named and identified herein.
2. Upon approval from the State, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision all in accordance with established procedures of the City, the State and the Federal Highway Administration.
3. To finance the work pending reimbursement, by the State, of the Federal share and Non-Federal (State) share and to prepare a complete and accurate breakdown of costs for each project financed by the City.
4. To retain all Project records and to make them available for audit by the State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the Parties hereto.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) share of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

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

9. That, upon completion of the improvements, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

11. That said Project generally consists of throat widening, partial pavement reconstruction, paint channelization and curb radii improvement on all four approaches to the intersection of Pulaski Road at 31st Street.

Traffic signals will be modernized, the existing street lights will be relocated, drainage structures and utilities will be adjusted and sidewalk ramps for the handicapped will be provided at the intersections.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.

13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 280,000
Force Account Construction	\$ 265,000
Construction Engineering/Supervision	\$ 55,000
Total:	\$ 600,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (IX) (85% of \$600,000)	\$ 510,000
Non-Federal Share (State) (15% of \$600,000)	\$ 90,000
Total:	\$ 600,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$99,000, with any Non-Federal share required in excess of that amount to be provided by the City.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be and void av initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1986.

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

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

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

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

**Execution of Loan and Security Agreement Authorized
Between City and Met-L-Wood for Facilities
Located at No. 1453 W. 38th St.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a loan and security agreement with Met-L-Wood Corporation for expansion of facilities located at No. 1453 W. 38th St. in the amount of \$250,000.00.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated May 17, 1983, the Department of Economic Development of the City of Chicago has approved a Revolving Loan Fund Loan for Met-L-Wood Corporation; and

WHEREAS, Said Loan is consistent with the primary purpose of the Department of Economic Development, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development to the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to Met-L-Wood Corporation is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan and Economic Development; and

WHEREAS, The Department of Economic Development, has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971, and supplementary funds made available through the United States Department of Housing and Urban Development, and the Department of Economic Development proposes that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to Met-L-Wood Corporation; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$250,000 for the purchase of machinery and equipment for business expansion of Met-L-Wood Corporation is hereby approved.

SECTION 2. That the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City, a Revolving Loan Fund Loan Agreement by and between the City and Met-L-Wood Corporation; said Revolving Loan Fund Loan Agreement to be in substantially the form of Exhibit A attached hereto.

SECTION 3. This ordinance is to be effective immediately upon passage thereof.

[Exhibit A attached to this ordinance printed on
pages 1140 through 1163 of this Journal.]

**Execution of Loan and Security Agreement Authorized Between City and
Primrose Candy Company for Facilities Located
at No. 4111 W. Parker Av.**

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 Primrose Candy Company for expansion of existing business located at No. 4111 W. Parker Avenue in the amount of \$145,000.00.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated May, 17, 1983, the Department of Economic Development of the City of Chicago has approved a Revolving Loan Fund Loan for Primrose Candy Company; and

WHEREAS, Said loan is consistent with the primary purpose of the Department of Economic Development, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development to the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to Primrose Candy Company, is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Department of Economic Development has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving

(Continued on page 1164)

LOAN AND SECURITY AGREEMENT

THIS AGREEMENT made on or as of the day of
1983, between the City of Chicago by and through its Department
of Economic Development having its offices located at 20 North
Clark Street, Suite 2800, Chicago, Illinois, and Met-L-Wood
Corporation, with its principal offices at 1453 West 38th Street,
Chicago, Illinois and 6755 West 65th Street, Chicago, Illinois

WITNESSETH:

WHEREAS, the Department of Economic Development of the City
of Chicago (hereinafter referred to as the "DED" or "Lender"),
was established on the 10th of February, 1982 by ordinance of
the City Council of the City of Chicago; and

WHEREAS, the DED 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, by resolution dated May 17, 1983, the DED
approved a Revolving Loan Fund Loan (hereinafter referred to as
"RLF Loan") for Met-L-Wood Corporation (hereinafter referred to as
the "Company" or "Borrower"), for the purpose(s) described in
Section II (4) of this loan and Security Agreement (hereinafter
referred to as the "Agreement").

WHEREAS, the DED has funds made available to it through the
United States Department of Commerce, Economic Development
Administration for a Revolving Loan Fund (hereinafter referred
to as "RLF") under Title IX of the Public Works and Economic
Development Act of 1972 (42 U.S.C. 3121 et seq.) and other funds
from other sources which may be applied from time to time to the
RLF and proposes that \$250,000 of these RLF funds be made
available as a RLF loan to the Company for the purpose(s) described
in Section II(4) of this Agreement.

NOW THEREFORE, in consideration of the promises set forth herein, Borrower agrees to borrow monies from Lender, and Lender agrees to lend monies to Borrower, upon the following terms and conditions.

SECTION I. GENERAL DEFINITIONS AND TERMS

1. The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof,

(A) "Affiliate" shall mean any "Person" (hereinafter defined) in which one more stockholders of Borrower, (Subsidiary) (hereinafter defined), and/or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter have an equity or other ownership interest equal to or in excess of fifty percent (50%) of the total equity of or other ownership interest in such Person.

(B) "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) or by oral agreement of operation of law or otherwise.

(C) "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency body or department thereof including without limitation the Department of Economic Development of the City of Chicago) 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.

(D) "Financials" shall mean those financial statements described herein

(E) "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (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 owed, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise. Indebtedness includes, without limiting the generality of the foregoing: (i) obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Borrower even though Borrower has not assumed or become liable for the payment thereof; and (ii) obligations or liabilities created or arising under any lease or real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Borrower, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property.

(F) "Other Agreements" shall mean all agreements, instruments and documents including without limitation, guarantees, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

(G) "Parent" shall mean any corporation now or at any time or times hereafter, owning or controlling (alone or with Borrower, any Subsidiary and/or any other Person), at least a majority of the issued and outstanding "Stock" of Borrower or any Subsidiary.

(H) "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

(I) "Stock" shall mean all shares, interests, participations or other equivalents (however designated) of or in a corporation, whether or not voting, including but not limited to common stock, warrants, preferred stock, convertible debentures and all agreements, instruments and documents convertible, in whole or in part, into any one or more or all of the foregoing.

(J) "Subsidiary" shall mean any corporation at least a majority of whose issued and outstanding Stock now or at any time or times hereafter is owned by Borrower and/or one or more Subsidiaries.

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore (if any) in the Uniform Commercial Code, as adopted in the State of Illinois.

2. Borrower covenants, warrants and represents to Lender that 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 the Other Agreements, shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto, and shall be true from the time of Borrower's execution of this Agreement to the end of the original term and each renewal term hereof (if any).

3. This Agreement and the Other Agreements may not be modified altered or amended except by an agreement in writing signed by Borrower and Lender. Borrower may not sell, assign or transfer this Agreement, or the Other Agreements or any portion thereof, including without limitation Borrower's rights, titles, interests, remedies, powers and/or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the Other Agreements, or any portion thereof, including without limitation Lender's rights, titles, interests, remedies, powers and/or duties.

4. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an "Event of Default" (hereinafter defined), by Borrower under this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Agreement or the Other Agreements, whether the same is prior or subsequent thereto, and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement or the Other Agreements, and no Event of Default by the Borrower under this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver

is by an instrument in writing signed by Lender and directed to Borrower specifying such suspension or waiver.

5. This Agreement and the Other Agreements shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender. This provision, however, shall not be deemed to modify Paragraph 4 hereof.

6. Except as otherwise specifically provided in this Agreement, borrower waives presentment, demand and protest, and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, contract rights, documents, instruments, chattel paper and guarantees at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

7. The provisions of the Other Agreements are incorporated in this Agreement by this reference thereto. Except as otherwise provided in this Agreement and except as otherwise provided in the Other Agreements by specific reference to the applicable provision of this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Other Agreements, the provision contained in this Agreement shall govern and control.

8. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal office, the signature upon this Agreement or upon any of the Other Agreements of a "Designated Person" (as that term is defined in Borrower's Secretary's Certificate of even date herewith, constituting one of the Other Agreements), shall bind Borrower and be deemed to be the act of Borrower affixed pursuant to and in accordance with resolutions duly adopted by Borrower's Board of Directors.

SECTION II. LOAN

1. The RLF Loan shall be made upon the following terms and conditions.

(a) the principal sum of the loan shall be \$250,000

(b) the term of the loan shall be 5 years

(c) the rate of interest charged on the loan per annum shall be seventy-five percent (75%) of that rate of interest charged by Continental Illinois Bank and Trust Company of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans in effect from time to time (the "Prime Rate"), payable monthly on the entire amount of said principal remaining from time to time unpaid.

(d) the aforesaid rate of interest for the principal sum shall be established as of the date of this Agreement and that certain Note of even date herewith are executed; and shall be adjusted as of the first day each of January, April, July and October of each year the RLF Loan remains outstanding. The first such interest adjustment of the RLF Loan shall be _____

19_____.

(e) Principal payments together with interest thereon will commence on the 25th day of the month following the execution date of this Agreement, and will be due and payable on said 25th day of each succeeding month thereafter until paid in full.

(f) The loan is to be applied by the company to purchase manufacturing equipment.

(g) Said loan made by the DED to the Company shall be secured as provided in Section III of this Agreement, and the Company shall execute at DED's request, Financing Statements and Security Agreements which shall be recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

(h) The Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF loan, if such subordination is necessary to assure that the DED occupies no less than a first secured lien position on all of the collateral described in Section III. No later than the date of closing, the Company shall furnish to the DED documents satisfactory to the DED which evidence the Company's compliance with this provision.

(i) If the Collateral described in Section III of this Agreement are fixtures, they will be affixed to the real property described in Section XVIII of this Agreement and will not be removed by the Company without the prior written consent of the DED.

(j) Company agrees that Pipin Industries, Inc. will provide its corporate guarantee of this loan.

2. All of 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.

3. Borrower warrants and represents to Lender that Borrower shall use the proceeds of all loans made by Lender to Borrower pursuant to this Agreement and the Other Agreements solely for legal and proper corporate purposes (duly authorized by its Board of Directors) and consistent with all applicable laws and statutes.

4. Borrower hereby authorizes and directs Lender to disburse, for and on behalf of Borrower and for Borrower's account, the proceeds of the loan(s) made by Lender to Borrower pursuant to this Agreement or to such Person or Persons as an officer or director of Borrower shall direct, in writing.

SECTION III. COLLATERAL: GENERAL TERMS

1. To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to all of Borrower's now owned and hereafter acquired: (a) manufacturing equipment, and fixtures, together with all replacements, additions, accessions, or substitutions thereto and/or therefore; (b) all products and proceeds of the foregoing including without limitation proceeds of insurance policies insuring the Collateral (all of the foregoing personal property is hereinafter individually and collectively referred to as "Collateral").
2. Borrower warrants and represents to and covenants with Lender that: (a) Lender's security interest in the Collateral is now and at all times hereinafter shall be perfected and have a first priority; (b) the offices and/or locations where Borrower keeps the Collateral and Borrower's books and records concerning the Collateral are at the location set forth on Exhibit "A", attached hereto and made a part hereof, and Borrower shall not remove such books and records and/or the Collateral therefrom and shall not keep any or such books and records and/or the Collateral at any other office or location unless Borrower gives Lender written notice thereof at least 30 days prior thereto and the same is within the continental United States of America; (c) all books, records and other documents relating directly to the receipt and disbursement of the RLF Loan shall be subject to audit and examination by any duly authorized representative of the DED or of the U.S. Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago; (d) that in occupying these facilities 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 is and/or will be located as set forth in Exhibit "A"; nor is Borrower's expansion into the above-described property being undertaken with the intention of closing down or curtailing any already existing operation(s); and (e) the address specified on Exhibit "A" hereto include and designate Borrower's chief executive office, chief place of business and other offices and places of business and are Borrower's sole offices and places of business. Borrower, by written notice delivered to Lender at least thirty (30) days prior thereto, shall advise Lender of Borrower's opening of any new office or place of business or its closing of any existing office or place of business and any new office or place of business shall be within the continental United States of America.

3. Lender, in its sole and absolute discretion, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter, but shall be under no obligation to pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Collateral. All sums paid by DED in respect thereof and all costs, fees and expenses, including reasonable attorney's fees, court cost, expenses and other charges relating thereto incurred by Lender on account thereof shall be payable by Borrower to Lender, on demand.

4. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter at the request of Lender, all agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation"), that Lender may reasonably

request, in a form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Collateral and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower warrants and represents to Lender that Borrower has good, indefeasible, and merchantable title to and ownership of the Equipment described and/or listed on the Schedule of Equipment delivered to Lender and/or located on each of Borrower's places of business set forth in Exhibit "A", and that Equipment shall be kept and/or maintained solely at the addresses set forth in Exhibit "A".

6. Borrower shall keep and maintain the Equipment in good operating condition and repair and shall make all necessary replacements thereof and renewals hereto so that the value and operating efficiency thereof shall at all times be maintained and preserved.

Borrower shall not permit any such items to become a fixture to real estate or accession to other personal property. In addition, Borrower shall maintain, preserve and keep its plants and properties wherein the Collateral is now or may hereafter be located, in good repair, working order and condition.

7. Borrower, immediately on demand by Lender, shall deliver to Lender any and all evidence of ownership of, including without limitations, certificates of title to and applications for title to, any of Equipment.

8. 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, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. In addition, as long as there exists any indebtedness of Borrower to Lender, Borrower shall maintain so called "Key-Man" insurance on Mr. Pipin. All such policies of insurance shall be in form and with insurers recognized as adequate by prudent business persons and all such policies shall be in such amounts as may be satisfactory to

Lender. Borrower shall deliver to Lender the original copy of each policy of insurance and evidence of payment of all premiums therefor. Such policies of insurance shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower, irrevocably, makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required above or to pay any premium in whole or in part relating thereto, 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. All sums so disbursed by Lender, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Further, Borrower shall keep and maintain at its sole cost and expense whatever flood hazard insurance may be required by the DED as a condition precedent to procuring this RLF Loan, or in lieu thereof, Borrower warrants and represents to and covenants with DED that it will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973. Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973, the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288 relating to the prevention, control and abatement of water pollution, all as amended from time to time.

9. Upon an event of Default, Borrower, irrevocably, hereby makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of the Borrower on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Lender in its sole and absolute discretion may elect.

10. Lender (by any of its officers, employees and/or agents) shall have the right at any time or times during Borrower's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) to verify the amount and condition of said Collateral. After an Event of Default, all costs, fees, and expenses incurred by Lender, or for which Lender has become obligated, in connection with such inspection and/or verification shall be payable by Borrower to Lender.

SECTION IV. WARRANTIES, REPRESENTATIONS AND COVENANTS

1. Except as disclosed in the Financials, Borrower warrants and represents to and covenants with Lender that: (a) Borrower is and at all times hereafter shall be a corporation duly organized and existing and in good standing under the laws of the state of its corporation as represented at the beginning of this Agreement and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power

and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and the Other Agreements;

(c) the execution, delivery and/or performance by Borrower of this Agreement and the other Agreements shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a 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, free and clear of all liens, claims, security interests and encumbrances except those of Lender and those, if any, described on Exhibit "B" hereto; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature, and Borrower now owns and shall at all times hereafter own property whose fair salable value is greater than the amount required to pay its debts; (f) Borrower now has and shall have at all times hereafter capital sufficient to carry on its business and transactions and all businesses and transactions in which it is about to engage; (g) there are no actions or proceedings which are pending or threatened against Borrower which might result in any material and adverse change in its financial condition or materially affect its assets or the Collateral the dates reflected in the Financials and except as disclosed in the Financials, Borrower has no indebtedness; (h) Borrower is not subject to the renegotiation of any government contracts; (i) Borrower possesses adequate assets, licenses, patents, copyrights, trademarks and trade names to continue to conduct its business as previously conducted by it and Borrower will not be in breach of any agreement if Lender should exercise any of its rights pursuant to this Agreement against the Collateral; (j) Borrower has and is in good standing with respect to all government permits, certificates, consents and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties

as now owned or leased by it; (k) Borrower is not a party to any contract or agreement or subject to any charge, corporate restriction, judgment, decree or order materially and adversely affecting its business, property, assets, operations, or condition, financial or otherwise; (l) Borrower is not in violation of any applicable statute, regulation or ordinance of the United States of America, of any state, city, town, municipality, county or of any other jurisdiction, or of any agency thereof, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (m) 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; (n) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower and such other Persons described therein as of and for the periods ending on such dates and have been prepared in accordance with generally accepted accounting principles consistently applied; and (o) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the date of the Financials.

2. Borrower warrants and represents to and covenants with Lender that 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) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Collateral; (d) merge or consolidate with or acquire any Person; (e) 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 the Collateral; (f) other than in

the ordinary course of its business, make any investment in the securities of any Person, provided, however, notwithstanding the foregoing, Borrower may make investments in certificates of deposit of a banking institution having a net worth in excess of \$10,000,000 or in securities of the United States of America or commercial paper with P1 rating (all of the foregoing maturing within one (1) year); (g) guarantee or otherwise, in any way, become liable with respect to the obligations or liabilities of any person except by endorsement of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities; (h) make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might in any way adversely affect the repayment of Borrower's Liabilities; (i) other than as specifically permitted in or contemplated by this Agreement, encumber, pledge, mortgage, sell, lease or otherwise, any of Borrower's assets; (j) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's Stock; (k) declare or pay dividends upon any of Borrower's Stock or make any distributions of Borrower's property or assets or make any loans, advances and/or extensions of credit to any Persons provided, however, notwithstanding the foregoing, Borrower may pay stock dividends upon its Stock provided that the same is in accordance with all applicable laws; (l) incur indebtedness (other than Borrower's Liabilities) except renewals or extensions of existing indebtedness and interest thereon and trade payables arising in the ordinary course of its business, and except that the same is unsecured and is to Persons who execute and deliver to Lender (in form and substance acceptable to Lender and its counsel) subordination agreements subordinating their claims against Borrower therefor to the payment of Borrower's liabilities; and (m) 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).

3. (a) Borrower shall pay promptly when due, all of the Charges, and (b) Borrower shall not permit the Charges to arise, or to remain, and will promptly discharge the same. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain such discharges, Borrower shall so advise Lender thereof in writing; Lender may, without waiving or releasing any obligation or liability of Borrower hereunder or Event of Default, in its sole and absolute discretion, at any time or times thereafter, 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 attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Notwithstanding anything contained in this Agreement to the contrary, Borrower may permit or suffer the Charges to attach to its assets and may dispute, without prior payment thereof, the Charges provided that Borrower, in good faith, shall be contesting the same in an appropriate proceeding and if the same are in excess of \$5,000.00, in the aggregate at any time during the original term or any renewal term, Borrower has given Lender such additional collateral and assurances as Lender, in its exclusive, sole and absolute right and discretion, deems necessary under the circumstances.

4. (a) Borrower covenants with Lender that Borrower shall keep books of account and prepare financial statements and shall cause to be furnished to Lender the following (all of the foregoing and following to be kept and prepared in accordance with generally accepted accounting principles consistently applied) (b) As soon as available but not later than one hundred twenty (120) days after the close of each fiscal year of Borrower, a balance sheet of Borrower as at the end of, and the related

statement of operations for, such year and a reconciliation of capital for such year-all certified by a firm of independent certified public accountants; or in the event such audited financial statements have not been compiled, a financial statement certified by an officer of the Company, until the period set forth in Section III of the Agreement.

(c) In addition, the Company agrees to submit to the DED quarterly and/or semi-annual financial statements of the Company, prepared in accordance with generally accepted accounting principles, consistently applied, and certified as to the accuracy thereof by an authorized officer of Borrower.

(d) Such other data and information (financial and otherwise) as Lender, from time to time, may request bearing upon or related to the Collateral, Borrower's financial condition and/or results of operations.

SECTION V. ASSURANCE OF PROJECTED JOBS

Borrower will use its best efforts to create or cause to be created approximately 45 full-time, permanent job opportunities at the date operations commence, which is projected to be April 1983.

Borrower will use its best efforts to maintain a total of approximately 77 present full-time, permanent job opportunities, as well as the creation of the 45 new job opportunities.

Borrower shall report in writing to the DED, as the DED may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

SECTION VI. LABOR STANDARDS

If buildings or facilities are to be constructed or improved with funds provided under this RLF Loan, the Company will meet, and all other parties entering into agreements with the Company for the construction or improvement of facilities or buildings shall be required by the Company in all such agreements to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-5) and that construction workers shall be hired from the local labor pool whenever practical.

SECTION VII. ACCESSIBILITY TO THE HANDICAPPED

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CRF 101-19.6.

SECTION VIII. DEFAULT

(1) The occurrence of any one of the following events shall constitute a default ("Event of Default") by Borrower under this Agreement: (a) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or in the Other Agreements, which is required to be performed, kept or observed by Borrower and the same is not cured within ten (10) days after the mailing of written notice thereof from Lender to Borrower; (b) if any material statement, report or certificate made or delivered by Borrower, and any of its officers, employees or agent, to Lender is not true and correct; (c) if Borrower fails to pay Borrower's Liabilities, when due and payable or declared due and payable; (d) if the Collateral or any other of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within twenty (2) days thereafter; (e) if Borrower shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Borrower for its dissolution or liquidation; (f) if Borrower is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or if any case or proceeding is filed against Borrower for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (3) days after the entry or filing thereof; (g) if an application is made by Borrower for the appointment of a receiver,

trustee or custodian for the Collateral or any other of Borrower's assets; (h) if an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for the Collateral or any other of Borrower's assets and the same is not dismissed within thirty (30) days after the application therefor; (i) except as permitted in Section IV (3) above, if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Collateral or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance; or (j) if Borrower is in default in the payment of Indebtedness (other than Borrower's Liabilities) and such default is declared and is not cured within the time, if any, specified therefor in any agreement governing the same.

(2) All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

Upon an Event of Default or the occurrence of any one of the events described in Paragraph (1) (notwithstanding Borrower's right to cure the same thereafter), without notice by Lender to or demand by Lender of Borrower. Liabilities shall be due and payable, forthwith.

(3) Upon an Event of Default, Lender, in its sole and absolute discretion, may: (a) exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; (b) enter, with or without process of law and without breach of the peace, any premises where the Collateral or the books and records of Borrower related thereto is or may be located, and without charge or liability to lender therefor seize and remove the Collateral (and copies of Borrower's books and records in any way relating to the Collateral) from said premises

and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Collateral--Borrower hereby grants Lender a security interest in said books and records for the purpose above stated; and (c) sell or otherwise dispose of the Collateral at public or private sale for cash or credit, provided, however, that Borrower shall be credited with the net proceeds of such sale only when such proceeds are actually received by Lender and confirmed as good funds by DED's depository.

(4) Upon an Event of Default, Borrower, immediately upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place or places to be designated by Lender which is reasonably convenient to Lender and Borrower. Borrower recognizes that in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or the Other Agreements, no remedy of law will provide adequate relief to Lender, and agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(5) Any notice required to be given by Lender of a sale, lease, other disposition of the Collateral or any other intended action by Lender, deposited in the United States mail, postage prepaid and duly addressed to Borrower at its principal place of business specified at the beginning of this Agreement not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof.

(6) Upon an Event of Default, Borrower agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower agrees that Lender has no obligation to preserve rights against prior parties to the Collateral.

(7) If at any time or times on or after an Event of Default Lender employs counsel for advice or other representation (a) with respect to the Collateral, this Agreement or the Other Agreements, (b) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Collateral, this Agreement, the Other Agreements or Borrower's affairs; (c) to enforce any rights of Lender against Borrower or any other Person which may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation, the Obligors; (d) to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (e) to attempt to or to enforce Lender's security interest in the Collateral, the reasonable attorneys' fees arising from such services and all expenses, costs, charges and other fees of such counsel or of Lender in any way or respect arising in connection with or relating to any of the events described in this Paragraph shall be paid by Borrower to Lender. Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: (i) accountant's fees, costs and expenses; (ii) court costs and expenses; (iii) court reporter fees, costs and expenses; (iv) long distance telephone charges; (v) telegram charges; (vi) expenses for travel, lodging and food; and (vii) expenses incurred in fulfilling, in whole or in part, any order of any Obligor from which an Account has arisen or will arise.

(8) Upon the occurrence of any one of the events described in Paragraph (1) above, notwithstanding Borrower's right to cure the same before it becomes an Event of Default, Lender, if it determines that the Collateral or the payment of Borrower's Liabilities is jeopardized, may enforce such of its rights and remedies under this Article as Lender deems necessary or proper.

SECTION IX. DISCLAIMER OF RELATIONSHIP

The Company agrees that nothing contained in this Agreement nor any act of the DED or of the U.S. Department of Commerce, Economic Development Administration, or of any of the parties, shall be deemed or construed by any of the parties or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the DED.

SECTION X. TIME OF THE ESSENCE

Time is of the essence under this Agreement.

SECTION XI. NOTICE

All notices required to be given hereunder shall be given by certified or registered United States mail, postage paid, and addressed as follows:

If to DED: Commissioner,
Department of Economic Development
City of Chicago
20 North Clark Street
Suite 2800
Chicago, Illinois 60602

If to _____: (Name) _____
(Street) _____
(City, State, Zip) _____

SECTION XII. GOVERNING LAW

This Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

SECTION XIII. SEVERABILITY

Each covenant and agreement contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and any other application of such term shall not be affected thereby.

IN WITNESS WHEREOF, The Company and the City of Chicago, by and through the Department of Economic Development, have caused this Agreement to be signed in their names and on their behalf as of the day of

MET-L-WOOD CORPORATION

(SEAL)

Secretary

BY _____

TITLE: _____

DEPARTMENT OF ECONOMIC
DEVELOPMENT OF THE CITY OF CHICAGO

BY _____
SUHAIL AL CHALABI
ACTING COMMISSIONER

EXHIBIT A

1453 West 38th Street

6755 West 65th Street

(Continued from page 1139)

Loan Fund under Title IX of the Public Works and Economic Development Act of 1971, and supplementary funds made available through the United States Department of Housing and Urban Development, and the Department of Economic Development proposes that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to Primrose Candy Company; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$145,000 is hereby approved for Primrose Candy Company.

SECTION 2. That the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City, a Revolving Loan Fund Loan Agreement by and between the City and Primrose Candy Company; said Revolving Loan Fund Loan Agreement to be in substantially the form of Exhibit A attached hereto.

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

[Exhibit A attached to this ordinance printed on pages 1165
through 1188 of this Journal.]

**Execution of Agreement Authorized Between City and
State for Howard Street-Kedzie Av. Traffic
Signal Installation Project.**

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 Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the installation of traffic signals at Howard Street and Kedzie Avenue described herein, said agreement to be substantially in the following form:

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

WITNESSETH:

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

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to install the traffic signals at Howard Street and Kedzie Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the State and the City, wish to avail themselves, where possible, of Federal-Aid Urban systems funds authorized by the Surface Transportation Act of 1982 or subsequent Federal legislation for the force account construction and the engineering/supervision of said project.

(Continued on page 1189)

EXHIBIT A
LOAN AND SECURITY AGREEMENT

THIS AGREEMENT made on or as of the day of July 1982, between the City of Chicago, by and through its Department of Economic Development, having its offices located at 20 North Clark Street, Suite 2800, Chicago, Illinois, and Primrose Candy Company, having its offices located at 4111 West Parker Avenue, Chicago, Illinois.

WITNESSETH:

WHEREAS, the Department of Economic Development of the City of Chicago (hereinafter referred to as the "DED" or "Lender"), was established on the 10th of February, 1982 by ordinance of the City Council of the City of Chicago; and

WHEREAS, the DED 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, by resolution dated May 17, 1983, the DED approved a Revolving Loan Fund Loan (hereinafter referred to as "RLF" loan) for Primrose Candy Company (hereinafter referred to as the "Company" or "Borrower"), for the purpose(s) described in Section II (4) of this Loan and Security Agreement (hereinafter referred to as the "Agreement").

WHEREAS, the DED has funds made available to it through the United States Department of Commerce, Economic Development Administration for a Revolving Loan Fund (hereinafter referred to as "RLF") under Title IX of the Public Works and Economic Development Act of 1972 (42 U.S.C. 3121 et seq.) and other funds from other sources which may be applied from time to time to the RLF and proposes that \$145,000 of these RLF funds be made available as a RLF Loan to the Company for the purpose(s) described in Section II(4) of this Agreement.

NOW THEREFORE, in consideration of the promises set forth herein, Borrower agrees to borrow monies from Lender, and Lender agrees to lend monies to Borrower, upon the following terms and conditions.

SECTION I. GENERAL DEFINITIONS AND TERMS

1. The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof,

(A) "Affiliate" shall mean any "Person" (hereinafter defined) in which one more stockholders of Borrower, (Subsidiary) (hereinafter defined), and/or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter have an equity or other ownership interest equal to or in excess of fifty percent (50%) of the total equity of or other ownership interest in such Person.

(B) "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) or by oral agreement of operation of law or otherwise.

(C) "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency body or department thereof including without limitation the Department of Economic Development of the City of Chicago) 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.

(D) "Financials" shall mean those financial statements described herein

(E) "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (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 owed, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise. Indebtedness includes, without limiting the generality of the foregoing: (1) obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Borrower even though Borrower has not assumed or become liable for the payment thereof; and (ii) obligations or liabilities created or arising under any lease or real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Borrower, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property.

(F) "Other Agreements" shall mean all agreements, instruments and documents including without limitation, guarantees, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

(G) "Parent" shall mean any corporation now or at any time or times hereafter, owning or controlling (alone or with Borrower, any Subsidiary and/or any other Person), at least a majority of the issued and outstanding "Stock" of Borrower or any Subsidiary.

(H) "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

(I) "Stock" shall mean all shares, interests, participations or other equivalents (however designated) of or in a corporation, whether or not voting, including but not limited to common stock, warrants, preferred stock, convertible debentures and all agreements, instruments and documents convertible, in whole or in part, into any one or more or all of the foregoing.

(J) "Subsidiary" shall mean any corporation at least a majority of whose issued and outstanding Stock now or at any time or times hereafter is owned by Borrower and/or one or more Subsidiaries.

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore (if any) in the Uniform Commercial Code, as adopted in the State of Illinois.

2. Borrower covenants, warrants and represents to Lender that 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 the Other Agreements, shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto, and shall be true from the time of Borrower's execution of this Agreement to the end of the original term and each renewal term hereof (if any).

3. This Agreement and the Other Agreements may not be modified, altered or amended except by an agreement in writing signed by Borrower and Lender. Borrower may not sell, assign or transfer this Agreement, or the Other Agreements or any portion thereof, including without limitation Borrower's rights, titles, interests, remedies, powers and/or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the Other Agreements, or any portion thereof, including without limitation Lender's rights, titles, interests, remedies, powers and/or duties.

4. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an "Event of Default" (hereinafter defined), by Borrower under this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Agreement or the Other Agreements, whether the same is prior or subsequent thereto, and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement or the Other Agreements, and no Event of Default by the Borrower under this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver.

is by an instrument in writing signed by Lender and directed to Borrower specifying such suspension or waiver.

5. This Agreement and the Other Agreements shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender. This provision, however, shall not be deemed to modify Paragraph 4 hereof.

6. Except as otherwise specifically provided in this Agreement, borrower waives presentment, demand and protest, and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, contract rights, documents, instruments, chattel paper and guarantees at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

7. The provisions of the Other Agreements are incorporated in this Agreement by this reference thereto. Except as otherwise provided in this Agreement and except as otherwise provided in the Other Agreements by specific reference to the applicable provision of this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Other Agreements, the provision contained in this Agreement shall govern and control.

8. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal office, the signature upon this Agreement or upon any of the Other Agreements of a "Designated Person" (as that term is defined in Borrower's Secretary's Certificate of even date herewith, constituting one of the Other Agreements), shall bind Borrower and be deemed to be the act of Borrower affixed pursuant to and in accordance with resolutions duly adopted by Borrower's Board of Directors.

SECTION II. LOAN

1. The RLF Loan shall be made upon the following terms and conditions.

(a) the principal sum of the loan shall be \$145,000

(b) the term of the loan shall be seven (7) years

(c) the rate of interest charged on the loan per annum shall be based on the interest charged by Continental Illinois Bank and Trust Company of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans in effect from time to time (the "Prime Rate".) This rate will be 75% of Continental Banks' prime rate with a floor of 10%, or prime less 1% when prime is 10.5% or less, payable monthly on the entire amount of said principal remaining from time to time unpaid.

(d) the aforesaid rate of interest for the principal sum shall be established as of the date of this Agreement and that certain Note of even date herewith are executed; and shall be adjusted as of the first day each of January, April, July and October of each year the RLF Loan remains outstanding. The first such interest adjustment of the RLF Loan shall be

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(e) Principal payments together with interest thereon will commence on the 25th day of the month following the execution date of this Agreement, and will be due and payable on said 25th day of each succeeding month thereafter until paid in full.

(f) The loan is to be applied by the company as follows:

1. \$145,000 for purchase of machinery and equipment.

(g) Said loan made by the DED to the Company shall be secured as provided in Section III of this Agreement, and the Company shall execute at DED's request, Financing Statements and Security Agreements which shall be recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

(h) The Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF loan, if such subordination is necessary to assure that the DED occupies no less than a first secured lien position on all of the collateral described in Section III. No later than the date of closing, the company shall furnish to the DED documents satisfactory to the DED which evidence the Company's compliance with this provision.

(i) If the collateral described in Section III of this Agreement are fixtures, they will be affixed to the real property described in Section XVIII of this Agreement and will not be removed by the Company without the prior written consent of the DED.

(j) Company agrees that Frank E. Puch will personally guarantee this loan.

2. All of 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.

3. Borrower warrants and represents to Lender that Borrower shall use the proceeds of all loans made by Lender to Borrower pursuant to this Agreement and the Other Agreements solely for legal and proper corporate purposes (duly authorized by its Board of Directors) and consistent with all applicable laws and statutes.

4. Borrower hereby authorizes and directs Lender to disburse, for and on behalf of Borrower and for Borrower's account, the proceeds of the loan(s) made by Lender to Borrower pursuant to this Agreement to such Person or Persons as an officer or director of Borrower shall direct, whether in writing or orally.

SECTION III. COLLATERAL: GENERAL TERMS

1. To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to all of Borrower's now owned and hereafter acquired: (a) goods (other than inventory), equipment, vehicles and fixtures, together with all replacements, additions, accessions, or substitutions thereto and/or therefore; (b) all products and proceeds of the foregoing including without limitation proceeds of insurance policies insuring the Collateral (all of the foregoing personal property is hereinafter individually and collectively referred to as "Collateral").
2. Borrower warrants and represents to and covenants with Lender that: (a) Lender's security interest in the Collateral is now and at all times hereafter shall be perfected and have a first priority; (b) the offices and/or locations where Borrower keeps the Collateral and Borrower's books and records concerning the Collateral are at the location set forth on Exhibit "A", attached hereto and made a part hereof, and Borrower shall not remove such books and records and/or the Collateral therefrom and shall not keep any of such books and records and/or the Collateral at any other office or location unless Borrower gives Lender written notice thereof at least 30 days prior thereto and the same is within the continental United States of America; (c) all books, records and other documents relating directly to the receipt and disbursement of this RLF Loan shall be subject to audit and examination by any duly authorized representative of the DED or of the U.S. Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago; (d) that in occupying these facilities 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 is and/or will be located as set forth in Exhibit "A"; nor is Borrower's expansion into the above-described property being undertaken with the intention of closing down or curtailing any already existing operation(s); and (e) the address specified on Exhibit "A" hereto include and designate Borrower's chief executive office, chief place of business and other offices and places of business and are Borrower's sole offices and places of business. Borrower, by written notice delivered to Lender at least thirty (30) days prior thereto, shall advise Lender of Borrower's opening of any new office or place of business or its closing of any existing office or place of business and any new office or place of business shall be within the continental United States of America.

3. Lender, in its sole and absolute discretion, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter, but shall be under no obligation to pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Collateral. All sums paid by DED in respect thereof and all costs, fees and expenses, including reasonable attorney's fees, court cost, expenses and other charges relating thereto incurred by Lender on account thereof shall be payable by Borrower to Lender, on demand.

4. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter at the request of Lender, all agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation"), that Lender may reasonably

request, in a form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Collateral and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower warrants and represents to Lender that Borrower has good, indefeasible, and merchantable title to and ownership of the Equipment described and/or listed on the Schedule of Equipment delivered to Lender and/or located on each of Borrower's places of business set forth in Exhibit "A", and that Equipment shall be kept and/or maintained solely at the addresses set forth in Exhibit "A".

6. Borrower shall keep and maintain the Equipment in good operating condition and repair and shall make all necessary replacements thereof and renewals hereto so that the value and operating efficiency thereof shall at all times be maintained and preserved. Borrower shall not permit any such items to become a fixture to real estate or accession to other personal property. In addition, Borrower shall maintain, preserve and keep its plants and properties wherein the Collateral is now or may hereafter be located, in good repair, working order and condition.

7. Borrower, immediately on demand by Lender, shall deliver to Lender any and all evidence of ownership of, including without limitation, certificates of title to and applications for title to, any of Equipment.

8. 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, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. In addition, as long as there exists any indebtedness of Borrower to Lender, Borrower shall maintain so called "Key-man" insurance on Mr. Puch. All such policies of insurance shall be in form and with insurers recognized as adequate by prudent business persons and all such policies shall be in such amounts as may be satisfactory to

Lender. Borrower shall deliver to Lender the original copy of each policy of insurance and evidence of payment of all premiums therefor. Such policies of insurance shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower, irrevocably, makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required above or to pay any premium in whole or in part relating thereto, 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. All sums so disbursed by Lender, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Further, Borrower shall keep and maintain at its sole cost and expense whatever flood hazard insurance may be required by the DED as a condition precedent to procuring this RLF Loan, or in lieu thereof, Borrower warrants and represents to and covenants with DED that it will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973. Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973, the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288 relating to the prevention, control and abatement of water pollution, all as amended from time to time.

9. Upon an event of Default, Borrower, irrevocably, hereby makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of the Borrower on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Lender in its sole and absolute discretion may elect.

10. Lender (by any of its officers, employees and/or agents) shall have the right at any time or times during Borrower's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) to verify the amount and condition of said Collateral. After an Event of Default, all costs, fees, and expenses incurred by Lender, or for which Lender has become obligated, in connection with such inspection and/or verification shall be payable by Borrower to Lender.

SECTION IV. WARRANTIES, REPRESENTATIONS AND COVENANTS

1. Except as disclosed in the Financials, Borrower warrants and represents to and covenants with Lender that: (a) Borrower is and at all times hereafter shall be a corporation duly organized and existing and in good standing under the laws of the state of its corporation as represented at the beginning of this Agreement and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power

and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and the Other Agreements; (c) the execution, delivery and/or performance by Borrower of this Agreement and the other Agreements shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a 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, free and clear of all liens, claims, security interests and encumbrances except those of Lender and those, if any, described on Exhibit "B" hereto; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature, and Borrower now owns and shall at all times hereafter own property whose fair salable value is greater than the amount required to pay its debts; (f) Borrower now has and shall have at all times hereafter capital sufficient to carry on its business and transactions and all businesses and transactions in which it is about to engage; (g) there are no actions or proceedings which are pending or threatened against Borrower which might result in any material and adverse change in its financial condition or materially affect its assets or the Collateral the dates reflected in the Financials and except as disclosed in the Financials, Borrower has no indebtedness; (h) Borrower is not subject to the renegotiation of any government contracts; (i) Borrower possesses adequate assets, licenses, patents, copyrights, trademarks and trade names to continue to conduct its business as previously conducted by it and Borrower will not be in breach of any agreement if Lender should exercise any of its rights pursuant to this Agreement against the Collateral; (j) Borrower has and is in good standing with respect to all government permits, certificates, consents and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties

as now owned or leased by it; (k) Borrower is not a party to any contract or agreement or subject to any charge, corporate restriction, judgment, decree or order materially and adversely affecting its business, property, assets, operations, or condition, financial or otherwise; (l) Borrower is not in violation of any applicable statute, regulation or ordinance of the United States of America, of any state, city, town, municipality, county or of any other jurisdiction, or of any agency thereof, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (m) 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; (n) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower and such other Persons described therein as of and for the periods ending on such dates and have been prepared in accordance with generally accepted accounting principles consistently applied; and (o) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the date of the Financials.

2. Borrower warrants and represents to and covenants with Lender that 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) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Collateral; (d) merge or consolidate with or acquire any Person; (e) 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 the Collateral; (f) other than in

the ordinary course of its business, make any investment in the securities of any Person, provided, however, notwithstanding the foregoing, Borrower may make investments in certificates of deposit of a banking institution having a net worth in excess of \$10,000,000 or in securities of the United States of America or commercial paper with P1 rating (all of the foregoing maturing within one (1) year); (g) guarantee or otherwise, in any way, become liable with respect to the obligations or liabilities of any person except by endorsement of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities; (h) make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might in any way adversely affect the repayment of Borrower's Liabilities; (i) other than as specifically permitted in or contemplated by this Agreement, encumber, pledge, mortgage, sell, lease or otherwise, any of Borrower's assets; (j) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's Stock; (k) declare or pay dividends upon any of Borrower's Stock or make any distributions of Borrower's property or assets or make any loans, advances and/or extensions of credit to any Persons provided, however, notwithstanding the foregoing, Borrower may pay stock dividends upon its Stock provided that the same is in accordance with all applicable laws; (l) incur indebtedness (other than Borrower's Liabilities) except renewals or extensions of existing indebtedness and interest thereon and trade payables arising in the ordinary course of its business, and except that the same is unsecured and is to Persons who execute and deliver to Lender (in form and substance acceptable to Lender and its counsel) subordination agreements subordinating their claims against Borrower therefor to the payment of Borrower's liabilities; and (m) 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).

3. (a) Borrower shall pay promptly when due, all of the Charges; and (b) Borrower shall not permit the Charges to arise, or to remain, and will promptly discharge the same. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain such discharges, Borrower shall so advise Lender thereof in writing; Lender may, without waiving or releasing any obligation or liability of Borrower hereunder or Event of Default, in its sole and absolute discretion, at any time or times thereafter, 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 attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Notwithstanding anything contained in this Agreement to the contrary, Borrower may permit or suffer the Charges to attach to its assets and may dispute, without prior payment thereof, the Charges provided that Borrower, in good faith, shall be contesting the same in an appropriate proceeding and if the same are in excess of \$5,000.00, in the aggregate at any time during the original term or any renewal term, Borrower has given Lender such additional collateral and assurances as Lender, in its exclusive, sole and absolute right and discretion, deems necessary under the circumstances.

4. (a) Borrower covenants with Lender that Borrower shall keep books of account and prepare financial statements and shall cause to be furnished to Lender the following (all of the foregoing and following to be kept and prepared in accordance with generally accepted accounting principles applied on a basis consistent).

(b) As soon as available but not later than one hundred twenty (120) days after the close of each fiscal year of Borrower, a balance sheet of Borrower as at the end of, and the related

statement of operations for, such year and a reconciliation of capital for such year-all certified by a firm of independent certified public accountants; or in the event such audited financial statements have not been compiled, a financial statement certified by an officer of the Company, until the period set forth in Section III of the Agreement.

(c) In addition, the Company agrees to submit to the DED quarterly and/or semi-annual financial statements of the Company "prepared etc." as requested by the DED.

(d) Such other data and information (financial and otherwise) as Lender, from time to time, may request bearing upon or related to the Collateral, Borrower's financial condition and/or results of operations.

SECTION V. ASSURANCE OF PROJECTED JOBS

Borrower will use its best efforts to create or cause to be created approximately 20 full-time, permanent job opportunities after the completion of the project for which this RLF Loan is being granted.

Borrower will use its best efforts to maintain approximately 50 present full-time, permanent job opportunities, as well as the creation of the 20 new job opportunities.

Borrower shall report in writing to the DED as the DED may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

SECTION VI. LABOR STANDARDS

If buildings or facilities are to be constructed or improved with funds provided under this RLF Loan, the Company will meet, and all other parties entering into agreements with the Company for the construction or improvement of facilities or buildings shall be required by the Company in all such agreements to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-5) and that construction workers shall be hired from the local labor pool whenever practical.

SECTION VII. ACCESSIBILITY TO THE HANDICAPPED

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CFR 101-19.6.

SECTION VIII. DEFAULT

(1) The occurrence of any one of the following events shall constitute a default ("Event of Default") by Borrower under this Agreement: (a) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or in the Other Agreements, which is required to be performed, kept or observed by Borrower and the same is not cured within ten (10) days after the mailing of written notice thereof from Lender to Borrower; (b) if any material statement, report or certificate made or delivered by Borrower, and any of its officers, employees or agent, to Lender is not true and correct; (c) if Borrower fails to pay Borrower's Liabilities, when due and payable or declared due and payable; (d) if the Collateral or any other of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within twenty (2) days thereafter; (e) if Borrower shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Borrower for its dissolution or liquidation; (f) if Borrower is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or if any case or proceeding is filed against Borrower for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (30) days after the entry or filing thereof; (g) if an application is made by Borrower for the appointment of a receiver,,

trustee or custodian for the Collateral or any other of Borrower's assets; (h) if an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for the Collateral or any other of Borrower's assets and the same is not dismissed within thirty (30) days after the application therefor; (i) except as permitted in Section IV (4) above, if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Collateral or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance; or (j) if Borrower is in default in the payment of Indebtedness (other than Borrower's Liabilities) and such default is declared and is not cured within the time, if any, specified therefor in any agreement governing the same.

(2) All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

Upon an Event of Default or the occurrence of any one of the events described in Paragraph (1) (notwithstanding Borrower's right to cure the same thereafter), without notice by Lender to or demand by Lender of Borrower. Liabilities shall be due and payable, forthwith.

(3) Upon an Event of Default, Lender, in its sole and absolute discretion, may: (a) exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; (b) enter, with or without process of law and without breach of the peace, any premises where the Collateral or the books and records of Borrower related thereto is or may be located, and without charge or liability to lender therefor seize and remove the Collateral (and copies of Borrower's books and records in any way relating to the Collateral) from said premises

and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Collateral--Borrower hereby grants Lender a security interest in said books and records for the purpose above stated; and (c) sell or otherwise dispose of the Collateral at public or private sale for cash or credit, provided, however, that Borrower shall be credited with the net proceeds of such sale only when such proceeds are actually received by Lender and confirmed as good funds by DED's depository.

(4) Upon an Event of Default, Borrower, immediately upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place or places to be designated by Lender which is reasonably convenient to Lender and Borrower. Borrower recognizes that in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or the Other Agreements, no remedy of law will provide adequate relief to Lender, and agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(5) Any notice required to be given by Lender of a sale, lease, other disposition of the Collateral or any other intended action by Lender, deposited in the United States mail, postage prepaid and duly addressed to Borrower at its principal place of business specified at the beginning of this Agreement not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof.

(6) Upon an Event of Default, Borrower agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower agrees that Lender has no obligation to preserve rights against prior parties to the Collateral.

(7) If at any time or times on or after an Event of Default Lender employs counsel for advice or other representation (a) with respect to the Collateral, this Agreement or the Other Agreements; (b) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Collateral, this Agreement, the Other Agreements or Borrower's affairs; (c) to enforce any rights of Lender against Borrower or any other Person which may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation, the Obligors; (d) to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (e) to attempt to or to enforce Lender's security interest in the Collateral, the reasonable attorneys' fees arising from such services and all expenses, costs, charges and other fees of such counsel or of Lender in any way or respect arising in connection with or relating to any of the events described in this Paragraph shall be paid by Borrower to Lender. Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: (i) accountant's fees, costs and expenses; (ii) court costs and expenses; (iii) court reporter fees, costs and expenses; (iv) long distance telephone charges; (v) telegram charges; (vi) expenses for travel, lodging and food; and (vii) expenses incurred in fulfilling, in whole or in part, any order of any Obligor from which an Account has arisen or will arise.

(8) Upon the occurrence of any one of the events described in Paragraph (1) above, notwithstanding Borrower's right to cure the same before it becomes an Event of Default, Lender, if it determines that the Collateral or the payment of Borrower's Liabilities is jeopardized, may enforce such of its rights and remedies under this Article as Lender deems necessary or proper.

SECTION IX. DISCLAIMER OF RELATIONSHIP

The Company agrees that nothing contained in this Agreement nor any act of the DED or of the U.S. Department of Commerce, Economic Development Administration, or of any of the parties, shall be deemed or construed by any of the parties or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the DED.

SECTION X. TIME OF THE ESSENCE

Time is of the essence under this Agreement.

SECTION XI. NOTICE

All notices required to be given hereunder shall be given by certified or registered United States mail, postage paid, and addressed as follows:

If to DED: Commissioner,
Department of Economic Development
City of Chicago
20 North Clark Street
Suite 2800
Chicago, Illinois 60602

If to _____: (Name) _____
(Street) _____
(City, State, Zip) _____

SECTION XII. GOVERNING LAW

This Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

SECTION XIII. SEVERABILITY

Each covenant and agreement contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and any other application of such term shall not be affected thereby.

IN WITNESS WHEREOF, The Company and the City of Chicago, by and through the Department of Economic Development, have caused this Agreement to be signed in their names and on their behalf as of the day of

PRIMROSE CANDY COMPANY

(SEAL)

Secretary

BY _____

TITLE: _____

DEPARTMENT OF ECONOMIC
DEVELOPMENT OF THE CITY OF CHICAGO

BY _____
SUHAIL AL CHALABI
ACTING COMMISSIONER

Exhibit A

4111 West Parker Avenue
Chicago, Illinois 60639

(Continued from page 1164)

Now, Be It Therefore Resolved, The City Agrees:

1. To prepare or cause to be prepared, surveys, plans, specifications and estimates of costs for said Project improvement named and identified herein.
2. Upon approval from the State, to provide all force account construction and construction engineering/supervision all in accordance with established procedures of the City, the State and the Federal Highway Administration.
3. To finance the work pending reimbursement, by the State, of the Federal share and Non-Federal (State) share, and to prepare a complete and accurate breakdown of costs for the project financed by the City.
4. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.
5. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
6. That failure on the part of the City to fulfill the responsibilities assigned to Paragraphs 5 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

Now, Be It Therefore Resolved, The State Agrees:

7. To reimburse the City for the Federal Share and Non-Federal (State) share of the costs as incurred in connection with the force account construction and construction engineering/supervision of the improvement as hereinafter provided, upon receipt of a progressive billing supported by documentation as required by the State and Federal Highway Administration.
8. To review, without delay, all submittals, including plans, specifications and estimates and requests for authority to proceed with the force account construction.

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

9. That upon completion of the improvement, the City and the State shall maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with the established jurisdictional authority.
10. That prior to the initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and the State.
11. That this project generally consists of the placement of signal heads, mast arms, traffic signal controllers and wiring at the intersection of Howard Street and Kedzie Avenue. The placement of new signals will conform to existing recommendations and agreements of the Illinois Manual on Uniform Traffic Control devices.
12. That all prior Agreements or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated cost of the signalization improvement Project covered under this Agreement are:

Force Account Construction	\$ 120,000
Construction Engineering/Supervision	<u>\$ 12,000</u>
Total:	\$ 132,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Projects will be:

Federal Share (FAU): (75.18% of \$132,000)	\$ 99,238
Non-Federal Share (State) (24.82% of \$132,000)	<u>\$ 32,762</u>
Total:	\$ 132,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$36,038, with any Non-Federal share required in excess that amount to be provided by the City, or by Amendment to this Agreement.

14. That standard Federal-Aid procedures and requirements apply to all phases of this project.
15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the force account construction work contemplated herein is not awarded and/or authorized by July 1, 1987.
17. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.

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

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

[Signature forms omitted for printing purposes.]

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

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

**Execution of Contract Authorized for Community Development Block
Grant Funding for Improvements at Esperanza School Located
at No. 520 N. Marshfield Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing execution of a contract for community development block grant funding for improvements at the Esperanza School in the amount of \$120,000.00.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

WHEREAS, The construction of Community Facilities is one of the specific areas for funding under this program; and

WHEREAS, The Esperanza School is a non-profit community service organization serving the educational, vocational and recreational needs of the West Town Community, the City of Chicago; and

WHEREAS, The Esperanza School has acquired the land at 520 North Marshfield Avenue and intends to build a structure to serve as a Recreational/Leisure Center for the Handicapped; and

WHEREAS, The new facility at 520 North Marshfield would serve over 900 Mentally Retarded Adults and Children in the West Town Area; and

WHEREAS, The project has received the approval of the City's Community Development and Housing Coordinating Committee; now, therefore,

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago in the amount of \$120,000.00 is hereby granted by the City of Chicago to the Esperanza School for use in facilitating the construction of a Recreation Leisure Center for the Handicapped program of the Esperanza School at 520 North Marshfield, Chicago, Illinois.

SECTION 2. These funds are granted subject to the agreement entered into between the City of Chicago and the Esperanza School, attached hereto.

SECTION 3. The Mayor is hereby authorized and directed to execute two counterparts of said agreement on behalf of the City of Chicago and the City Clerk is hereby authorized and directed

to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

SECTION 4. The Commissioner of the Department of Planning is authorized to forward such counterparts to the United States Department of Housing and Urban Development and the Esperanza School, together with any further documentation required by the Department of Housing and Urban Development.

SECTION 5. This ordinance shall become effective from and after its approval.

[Agreement printed on pages 1193 through 1204 of this Journal.]

**Execution of Redevelopment Agreement Authorized Between City and
Peak Enterprises Ltd., for Acquisition of Real Property
Located at No. 200 W. 83rd St.**

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 Peak Enterprises Ltd., for the acquisition of real property in the amount of \$11,926.00 located at No. 200 West 83rd Street.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus 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, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated April 5, 1983, has approved a redevelopment project for the use of Peak Enterprises, Ltd., which obligates the City of Chicago to assist in the acquisition of a redevelopment project tract and which obligates Peak Enterprises, Ltd. to rehabilitate, renovate, and equip the building on the redevelopment parcel as an office/industrial building which is expected to result in the additional employment of approximately 12 persons within thirty-six (36) months after acquisition of said redevelopment parcel; and

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; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon review of the Corporation Counsel as to form and legality (and) subject to the approval of the U.S. Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist Peak Enterprises, Ltd., in the acquisition of a parcel of land consisting of approximately 47,707 square feet of property located at 200 West 83rd Street in the City of Chicago legally described as follows:

(Continued on page 1205)

AGREEMENT
BETWEEN THE CITY OF CHICAGO
AND THE ESPERANZA SCHOOL ASSOCIATION OF CHICAGO

THIS AGREEMENT entered into this _____ day of _____, 1983, by the CITY OF CHICAGO, a Municipal corporation ("City"), and ESPERANZA SCHOOL ASSOCIATION OF CHICAGO, a not-for-profit Illinois corporation, located at 520 North Marshfield, Chicago, Illinois ("Esperanza School").

WHEREAS, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation of an expenditure of funds for fiscal year 1982-83; and

WHEREAS, the Community Development Program of the City of Chicago provides for funds to be allocated for "Local Option" activities; and

WHEREAS, the City of Chicago will provide a budgetary allocation from these "Local Option" funds as a grant to Esperanza School for the Handicapped the sum of \$120,000 for the purpose of building a gymnasium and Recreation Leisure Center for the Handicapped ("Building").

NOW, THEREFORE, the City agrees to grant the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) ("Grant"), to Esperanza School, and Esperanza School agrees to perform as follows:

1. Scope of Services:

- (a) The Esperanza School shall use the Grant to construct the Building with its appurtenances including architectural and engineering fees.
- (b) The Grant shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the Esperanza School.
- (c) All work will be contracted by the Esperanza School in accordance with architectural plans and specifications prepared by the Esperanza School architect and consulting engineers and approved by the designated representative of the City of Chicago, Department of Planning. All contractors accepted by the Esperanza School under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of the contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to approval by the Department of Planning. All contracts entered into and executed between the Esperanza School and construction contractors shall expressly include the

terms and conditions of Exhibit B attached hereto, as well as an affirmative statement that the contractor shall abide by all local, state and federal law and regulations regarding labor, wages and working conditions.

2. Time of Performance:

This Agreement shall be performed within 12 months from date of execution.

3. Compensation and Method of Payment:

(a) Compensation:

The Esperanza School shall be reimbursed for improvements and costs actually expended pursuant to a budget set forth and made a part hereof as Exhibit A. Said reimbursement shall in no event exceed the total aggregate amount of \$120,000.

(b) Method of Payment:

The City shall make payment under this Agreement upon presentation of requisitions for reimbursement by the Esperanza School. As often as determined by the City, the Esperanza School will submit to the City, a requisition for reimbursement of actual expenditures incurred by the Esperanza School in the performance of this Agreement and claimed as an allowable cost. The requisition shall be supported by documents evidencing the expenditures, and duly executed waivers of mechanics'

liens from the party(s) to whom payment was made.

Further, the requisition shall instruct the City where and to whom payments are to be made.

(c) Maximum Compensation:

It is expressly understood and agreed that, in no event will the total amount paid to the Esperanza School hereunder exceed the maximum sum of \$120,000.

4. Fund Chargeable:

Expenditures under this Agreement shall be payable from Fund No.

5. Esperanza School agrees to make the City of Chicago coinsured. With public liability insurance in the amount of \$500,000 for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and further agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein.

6. Terms and Conditions:

This Agreement is subject to the provisions of Part 2 entitled "General Conditions--Non-Discrimination" attached hereto and made a part hereof as Exhibit B.

7. Default:

In the event the Esperanza School fails to perform its

obligations pursuant to Sections 1, 2, 5 and 6 herein, City may, at its sole option, withdraw the Grant with no further obligations or responsibilities relating thereto.

8. Notices:

Notices and communications given or required under this Agreement shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner of the Department of Planning, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602; and to Esperanza School, addressed to Ms. Barbara Boyer, Executive Director, Esperanza School, 520 North Marshfield Avenue, Chicago, Illinois 60622.

9. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

August 10, 1983

IN WITNESS WHEREOF, the CITY and ESPERANZA SCHOOL have executed this contract as of the date first above written.

CITY OF CHICAGO

By _____
Mayor

Purchasing Agent

Commissioner, Department of Planning

City Comptroller

APPROVED AS TO FORM AND LEGALITY

ESPERANZA SCHOOL ASSOCIATION OF CHICAGO

Assistant Corporation Counsel

By _____
(Signature and Title of Authorized
Official)

ATTEST: Subscribed and Sworn to before
Me this

APPROVED AS TO FORM AND LEGALITY
FOR ESPERANZA SCHOOL ASSOCIATION OF CHICAGO

(Signature and Title of Authorized
Official)

NOTARY PUBLIC

GENERAL ATTORNEY

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Subscribed and sworn to before me by
Gordon B. Edwards, in his capacity as
President of the Board of Directors of
Esperanza School Association of Chicago
on this 13th day of November, 1982.

Notary Public

EXHIBIT A

BUDGET ATTACHED TO AND
MADE PART OF AGREEMENT BETWEEN
THE CITY OF CHICAGO AND
ESPERANZA SCHOOL

Land Cost	\$ 75,000
Program, Equipment and Mechanical	\$155,000
Construction of Building	<u>\$170,000</u>
TOTAL COST:	<u>\$400,000</u>

Community Development Year VIII Matching Grant	\$120,000
Esperanza School Matching Funds	\$280,000

PART II GENERAL CONDITIONS
NON-DISCRIMINATION

EXHIBIT B

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, and the enforcement of said equal employment opportunity provisions and requirements, in making it that the terms and conditions are carried out.

Attention is called to Sec. 100 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 330, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 83-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 856 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

CONTRACTORS AGREEMENTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.

the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole, or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

POSTING OF PERTINENT INFORMATION

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

REPORTING REQUIREMENTS

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

WAGES

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

(Continued from page 1192)

Of that part of the South 366 feet (except the West 350.42 feet of the South 177.25 feet thereof) of the East 1/2 of the South 23 acres of the West 1/2 of the Northeast 1/4 of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, lying South of the following described line: Beginning at the Northeast corner of the said West 350.42 feet of the South 177.25 feet; running thence East parallel with the North line of said described premises 86.46 feet; thence Northeasterly along a curve conveying Southeasterly having a radius of 237.90 feet and its radius line forming an angle of 91 degrees 48 minutes from East to North with the South line of the said described premises to a point of intersection of said curve with a line 170.75 feet South of and parallel with the North line of said described premises; thence East along the said parallel line to the East line of the said described premises (excepting from the foregoing premises the South 33 feet taken for West 83rd Street) in Cook County, Illinois

and obligates Peak Enterprises, Ltd. to rehabilitate, renovate and equip the building on the redevelopment parcel as an office/industrial building, at a cost of approximately \$245,000 exclusive of equipment and machinery. 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, said Redevelopment Agreement being in substantially the following form of Exhibit A attached hereto and made a part hereof.

SECTION 2. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality (and) subject to the approval of the U.S. Department of Commerce Economic Development Administration, a Cooperative Redevelopment Agreement which will obligate the City of Chicago to execute with Peak Enterprises, Ltd. a Redevelopment Agreement in such form and for such consideration they may mutually agree to obligate Peak Enterprises, Ltd. to rehabilitate, renovate, and equip the building on the redevelopment parcel as an office/industrial building and which will obligate the City of Chicago to execute the necessary documents which Chicago Title and Trust Company, as Trustee, and Harry Collins and Alexander Pawlicki, as Sellers, under Trust No. 43234, to cause to convey to Peak Enterprises, Ltd. good and merchantable title to the Redevelopment parcel said Co-operative Redevelopment Agreement being in substantially the form of Exhibit B attached hereto and made a part hereof.

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

[Exhibits A and B printed on pages 1206
through 1221 of this Journal.]

**Execution of Loan and Security Agreement Authorized Between City
and Peak Enterprises, Ltd. for Facilities Located at
No. 200 W. 83rd St.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a loan and security agreement to Peak Enterprises, Ltd. for rehabilitation of facilities located at No. 200 West 83rd Street in the amount of \$85,000.00.

(Continued on page 1222)

EXHIBIT A

REDEVELOPMENT AGREEMENT(PEAK ENTERPRISES, LTD. REDEVELOPMENT PROJECT)

AGREEMENT, made on or as of the _____ day of _____, 1983, between the City of Chicago, by and through the Department of Economic Development of the City of Chicago, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois ("City") and PEAK ENTERPRISES, LTD., an Illinois corporation, having its office located at 413 EAST OAKWOOD BLVD., Chicago, Illinois 60653.

WITNESSETH:

WHEREAS, the Department of Economic Development of the City of Chicago was established on the Tenth day of February, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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 industrial development in the City; and

WHEREAS, the Department of Economic Development of the City of Chicago has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

WHEREAS, the Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development, has by resolution dated April 5, 1983 approved a Cooperative Redevelopment Agreement ("Coop Agreement") with HARRY COLLINS AND ALEXANDER PAWLICKI, for the development of a parcel of land consisting of approximately 1.10 acres located at 200 ^{West} ~~East~~ 33rd Street, in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

WHEREAS, the Department of Economic Development of the City of Chicago is in receipt of a copy of a Real Estate Sale Contract dated February 18, 1983 by and between HARRY COLLINS AND ALEXANDER PAWLICKI, Trust #43234 ("Sellers") and PEAK ENTERPRISES, LTD. ("Buyer") which

grants to Buyer the right to purchase the Redevelopment Parcel from the Sellers; and

WHEREAS, it is the intention of the City of Chicago to cooperate in the acquisition of the Redevelopment Parcel and sale to Buyer which will require an expenditure by the Department of Economic Development of the City of Chicago in an amount of approximately \$11,926.00 in acquisition costs; and

WHEREAS, the City of Chicago and Chicago Title and Trust Company not personally, but solely as trustee under Trust No. 43234, dated _____, and the Sellers as sole beneficiaries of Trust No. 43234 ("Trust"), have executed a Coop Agreement of even date herewith which obligates the Sellers to execute any and all documents necessary in order to convey to Buyer good and merchantable title to the Redevelopment Parcel for the sum of approximately \$133,074.00 to be paid by Buyer. Plus a sum of approximately \$11,926.00 to be paid by the City of Chicago through the Department of Economic Development (at a price of \$.25 per square foot, to be adjusted by survey at closing) at closing to Sellers and/or Sellers' mortgages if any; and

WHEREAS, the expenditure of the Department of Economic Development is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and the expenditures shall be made in accordance with the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto, for an in consideration of the following mutual covenants and promises:

SECTION 1. Consideration

The City hereby agrees, in consideration of Buyer executing this Agreement and agreeing to be bound by its terms, to pay the sum of approximately \$11,926.00 to Sellers (at a price of \$.25 per square foot to be adjusted by a survey at closing) to assist Buyer in the acquisition of the Redevelopment Parcel for the purpose of redevelopment in accordance with the Redevelopment Plan as hereinafter set forth.

SECTION II. Redevelopment Plan

Buyer shall redevelop the Redevelopment Parcel with a combined manufacturing, laboratory and office facility of approximately 47,704 square feet costing approximately \$245,000.00, exclusive of equipment and machinery. Plans and specification for the redevelopment construction on the property shall be in conformity with all applicable State and local laws and regulations. The property shall be used in accordance with applicable zoning laws.

SECTION III. Conveyance of Property

(a) Conveyance of the property shall be accomplished through an escrow to be established by the parties hereto with Sellers.

(b) Buyers shall cause the Deed to be filled for recordance 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 September 10, 1983.

SECTION IV. Evidence of Financing

Buyer shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the Redevelopment Plan as provided in Section II hereof not later than 90 days after the execution of this agreement.

SECTION V. Time for Commencement and Completion of Improvements

The construction of the improvements as described in Section II hereof shall be commenced within 6 months after the closing and shall be completed within 36 months after the closing.

Buyer agrees, subject to Section XI hereof, for itself, its successors and assigns, and every successor in interest to the property or any part thereof, that it and its successors and assigns, shall promptly begin and diligently complete the redevelopment through the construction of the improvements thereon as described in Section II hereof, and that the construction shall commence and be completed within the periods specified in this Section.

It is intended and agreed, that these agreements and covenants shall be binding for the benefit of the community and the City and enforceable by the City against Buyer and its successors or assigns.

SECTION VI. Time of the Essence

Time is of the essence of this Agreement.

SECTION VII. Certification of Completion

Promptly after completion of the construction of the improvements in accordance with this Agreement, the City will furnish Buyer with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Buyer and its successors and assigns to construct the improvements and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Buyer, provide Buyer with a written statement indicating in adequate detail how Buyer has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Buyer to take or perform in order to obtain the certification subject to the provisions of Section XIII A hereof.

SECTION VIII. Restriction on Use

Buyer agrees for itself, and its successors and assigns, and every successor in interest to the Redevelopment Parcel, or any part thereof, that while it and its successors and assigns respectively shall have an interest in the Redevelopment Parcel, they shall 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 the Redevelopment Parcel 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 Redevelopment Parcel in accordance with administrative or legal proceedings applicable hereto.

SECTION IX. Prohibition Against Transfer of Property

Buyer will not, prior to the completion of the improvements as set forth in Section II, as certified by the City, make or create and make or suffer to be made any sale, assignment, conveyance or transfer in any other form of or with respect to this Agreement or the Redevelopment Parcel, or any part thereof or any interest therein, or contract or agree to do any of the same without prior written approval of the City, except Buyer may mortgage said premises as provided in Section X.

SECTION X. Limitation Upon Encumbrance of Property

Prior to the completion of the improvements as set forth in Section II, as certified by the City, neither Buyer nor any successor in interest to the Redevelopment Parcel shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien to be made on or attached to the Redevelopment Parcel, except for the purposes only of obtaining (a) funds to the extent necessary for constructing and equipping the improvements as set forth in Section II, (b) such additional funds, if any, in an amount not to exceed the purchase price paid by Buyer for the property, and (c) funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges, etc., in connection with the purchase of the Redevelopment Parcel and the construction and equipping of such improvements.

SECTION XI. Mortgages 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 Redevelopment Parcel 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 Redevelopment Parcel 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 provision of this Agreement to construct or complete the construction of the improvements set forth in Section II or to guarantee such construction or completion; nor shall any covenant or any other provision

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 Redevelopment Parcel 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 XII. Enforced Delay in Performance

Neither the City nor Buyer nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Redevelopment Parcel for redevelopment, or the commencement and completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control and 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 XIII. Remedies

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto or any successor to such party, such party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notices. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Prior to Conveyance. In the event that prior to the conveyance of the Redevelopment Agreement Parcel, Buyer assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the purchase price and take title to the Redevelopment Parcel upon tender of conveyance by Sellers in conformance with the Real Estate Sale Contract and this Agreement, then this Agreement and rights of Buyer in this Agreement may, at the

option of the City be terminated by the City. In the event that Sellers do not tender conveyance or possession of the Redevelopment Parcel as provided in this Agreement and the Real Estate Contract, then this Agreement, at the option of Buyer shall be terminated.

C. Subsequent to Conveyances. In the event that Buyer shall be in default of or breach this Agreement subsequent to the conveyances under Section II, then the City upon written notice within thirty (30) days after discovery of such default or breach shall, unless Buyer shall have cured or remedied the default or breach within sixty (60) days after receipt of such notice, have the right, in lieu of any other legal remedies, at its option to recover from Buyer an amount equal to the monies paid by the City pursuant to Section I hereof, as well as interest in the sum of ten percent (10%), computed from the day of delivery of funds to Buyer made under this Agreement to the day of return of such funds by Buyer to the City.

D. No Waiver by Delay. Except as otherwise set forth herein, any delay by the City in institution or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by Buyer under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by Buyer under this Section or with respect to the particular default except to the extent specifically waived in writing.

SECTION XIV. 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 Buyer 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 Buyer or its successors or on any obligations under the terms of this Agreement.

SECTION XV. Provisions Not Merged With Deed

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Redevelopment Parcel to Buyer or any successor in interest and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SECTION XVI. Equal Employment Opportunity

Buyer for itself and its successors and assigns, agrees that during the construction of the improvements provided in Section II of this Agreement:

(a) Buyer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Buyer 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. Buyer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) Buyer 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) Buyer will include the provisions of Paragraphs (a) and (b) in every contract, and will require the inclusion of those provisions in every subcontract entered into by any of its contractors, so that

such provisions will be binding upon each such contractor or sub-contractor, as the case may be.

(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 XVII. Employment

Buyer will use its best efforts to increase its total employment to approximately 15 employees at the project location within twenty-four (24) months of completion of the construction thereof.

Executed at Chicago, Illinois on the _____ day of _____, 1983.

CITY OF CHICAGO

By: _____

Reviewed as to Form and
Legality

ACTING COMMISSIONER OF THE
DEPARTMENT OF ECONOMIC
DEVELOPMENT

Assistant Corporation
Counsel

PEAK ENTERPRISES, LTD.

ATTEST

By: _____
Yvonne Peak,
President

Secretary

EXHIBIT I

The property is legally described as follows:

O that part of the South 366 feet (except the West 350.42 feet of the South 177.25 feet thereof) of the East 1/2 of the South 23 acres of the West 1/2 of the Northeast 1/4 of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, lying South of the following described line: Beginning at the Northeast corner of the said West 350.42 feet of the South 177.25 feet; running thence East parallel with the North line of said described premises 89.46 feet; thence Northeasterly along a curve conveying Southeasterly having a radius of 237.90 feet and its radius line forming an angle of 91 degrees 48 minutes from East to North with the South line of the said described premises to a point of intersection of said curve with a line 170.75 South of and parallel with the North line of said described premises; thence East along the said parallel line to the East line of the said described premises (excepting from the foregoing premises the South 33 feet taken for West 83rd Street) in Cook County, Illinois.

EXHIBIT B

CO-OPERATIVE REDEVELOPMENT AGREEMENT
(PEAK ENTERPRISES, LTD. REDEVELOPMENT PROJECT)

AGREEMENT, made on or as of the _____ day of _____, 1983, by and between the City of Chicago, by and through the Department of Economic Development of the City of Chicago, Illinois, ("City") and Chicago Title and Trust Company, not personally, but solely as trustee of Trust No. 43234, dated _____, ("Trustee"), and Harry Collins and Alexander Pawlicki, and sole beneficiaries ("Sellers") of Trust No. 43234 ("Trust"), with offices at 200 ^{West} ~~East~~ 83rd Street, Chicago, Illinois 60620.

WITNESSETH:

WHEREAS, The Department of Economic Development of the City of Chicago was established on the tenth day of February 1982, by ordinance of the City Council of the City of Chicago; and

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 or expansion of industrial development in the City; and

WHEREAS, the Department of Economic Development of the City of Chicago has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

WHEREAS, the Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development, has by resolution dated April 5, 1983 approved a Co-operative Redevelopment agreement with the Sellers for the redevelopment of a parcel of land consisting of approximately 1.10 acres located at 200 ^{West} ~~East~~ 83rd Street in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

-2-

WHEREAS, the Department of Economic Development of the City of Chicago is in receipt of a copy of Real Estate Sale Contract dated February 18, 1983 by and between the Sellers and Peak Enterprises, Ltd. ("Buyer"), which grants the Buyer the right to purchase Redevelopment Parcel from the Sellers; and

WHEREAS, it is the intention of the Department of Economic Development of the City of Chicago to cooperate in the acquisition of the Redevelopment Parcel through an expenditure by the Department of Economic Development of the City of Chicago in an amount of approximately \$11,926.00 in acquisition costs (at a price of \$.25 per square foot to be adjusted by survey at closing) payable to the Seller; and

WHEREAS, it is the intention of the Buyer to purchase the Redevelopment Parcel from the Sellers for the approximate sum, net of the expenditure by the Department of Economic Development of \$133,074.00; and

WHEREAS, the expenditure by the Department of Economic Development of the City of Chicago is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce,

NOW, THEREFORE, it is hereby agreed by and among the parties hereto, in consideration of the following mutual covenants and promises:

1. The Sellers agree to perform the following:
 - a. Use their reasonable efforts to have the Buyer execute with the City Redevelopment Agreement in such form and for such consideration as Buyer and City may mutually agree to obligate the Buyer to improve the Redevelopment Parcel with a combined manufacturing, laboratory office facility of approximately 47,704 square feet at a cost of approximately \$245,000.00 exclusive of equipment and machinery and which is anticipated to result in the employment initially of approximately 12 persons.

-3-

b. Execute the necessary documents in order to convey to the Buyer in accordance with the Real Estate Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Real Estate Sale Agreement to the Redevelopment Parcel for the sum of approximately \$11,926.00 to be paid by the City of Chicago through the Department of Economic Development (at a price of \$.25 per square foot to be adjusted by survey at closing) plus the sum of approximately \$133,074.00 to be paid by the Buyer; all of which is to be paid into escrow at closing for the benefit of the Sellers and/or sellers Mortgagee, if any, provided, however, the neither the City nor the Buyer shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and the Sellers have been paid the total price of approximately \$145,000.00 (as adjusted per said survey).

c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and cause them to be deposited in an escrow to be duly established by the parties with the Chicago Title and Trust Company for the purpose of accomplishing the conveyances as herein provided.

2. The City agrees to perform the following:

a. Execute with the Buyer the aforesaid Redevelopment Agreement.

b. Execute all necessary documents with Trustee and the Sellers in order to effect a conveyance to the Buyer in accordance with the Real Estate Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title to the Redevelopment Parcel.

-4-

c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and to cause them to be deposited in an escrow to be duly established by the parties with Chicago Title and Trust Company for the purpose of accomplishing the conveyances as herein provided.

3. This Agreement shall not be recorded by either party.

4. The aforesaid agreements by and among the City of Chicago, the Trustee and the Sellers are made upon the following express conditions, and in the event any of the contingencies contained in this section are not satisfied as of the closing date, this Agreement shall become, at the option of either party upon written notice, null and void:

a. A Redevelopment Agreement shall have been executed by and between the City of Chicago, and the Buyers to improve the Redevelopment Parcel, in accordance with the terms and conditions set forth therein.

5. It is hereby agreed between the parties that upon due performance by the Sellers of this obligations set forth in paragraph 1 above, the Sellers shall have no further obligation to the City of Chicago with respect to the transaction contemplated by this Agreement.

Executed at Chicago, Illinois this _____
day of _____, 1983.

August 10, 1983

-5-

CITY OF CHICAGO

By: _____
Acting Commissioner of the
Department of Economic Development

Reviewed as to
Form and Legality

Assistant Corporation Counsel

HARRY COLLINS

ALEXANDER PAWLICKI

CHICAGO TITLE AND TRUST COMPANY
not personally, but solely as trustee
of Trust No. 43234, dated _____

By: _____

TITLE: _____

EXHIBIT I

The property is legally described as follows:

O that part of the South 366 feet (except the West 350.42 feet of the South 177.25 feet thereof) of the East 1/2 of the South 23 acres of the West 1/2 of the Northeast 1/4 of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, lying South of the Following described line: Beginning at the Northeast corner of the said West 350.42 feet of the South 177.25 feet; running thence East parallel with the North line of said described premises 89.46 feet; thence Northeasterly along a curve conveying Southeasterly having a radius of 237.90 feet and it's radius line forming an angle of 91 degrees 48 minutes from East to North with the South line of the said described premises to a point of intersection of said curve with a line 170.75 South of and parallel with the North line of said described premises; thence East along the said parallel line to the East line of the said described premises (excepting from the foregoing premises the South 33 feet taken for West 83rd Street) in Cook County, Illinois.

(Continued from page 1205)

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated June 9, 1982, the Department of Economic Development of the City of Chicago has approved a Revolving Loan Fund for Peak Enterprises, Ltd.; and

WHEREAS, Said loan is consistent with the primary purpose of the Department of Economic Development, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development to the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to Peak Enterprises, Ltd. is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Department of Economic Development has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971, and supplementary funds made available through the United States Department of Housing and Urban Development, and the Department of Economic Development proposes that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to Peak Enterprises, Ltd.; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$85,000 is hereby approved for Peak Enterprises, Ltd.

SECTION 2. That the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City, a Revolving Loan Fund Loan Agreement by and between the City and Peak Enterprises, Ltd., said Revolving Loan Fund Loan Agreement to be in substantially the form of Exhibit A attached hereto.

SECTION 3. This ordinance is to be effective immediately upon passage thereof.

[Exhibit A printed on pages 1223 through 1247 of this Journal.]

**Execution of Redevelopment Agreement and Related Documents Authorized
with L & B Products of Illinois, Inc. for Facilities
Located at Various Locations.**

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 and related

(Continued on page 1248)

EXHIBIT A
LOAN AND SECURITY AGREEMENT

THIS AGREEMENT made on or as of the day of July 1982, between the City of Chicago, by and through its Department of Economic Development, having its offices located at 20 North Clark Street, Suite 2800, Chicago, Illinois, and Peak Enterprises, Ltd., having its offices located at 413 East Oakwood Boulevard, Chicago, Illinois.

WITNESSETH:

WHEREAS, the Department of Economic Development of the City of Chicago (hereinafter referred to as the "DED" or "Lender"), was established on the 10th of February, 1982 by ordinance of the City Council of the City of Chicago; and

WHEREAS, the DED 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, by resolution dated June 9, 1982, the DED approved a Revolving Loan Fund Loan (hereinafter referred to as "RLF Loan") for Peak Enterprises, Ltd. (hereinafter referred to as the "Company" or "Borrower"), for the purpose(s) described in Section II (4) of this Loan and Security Agreement (hereinafter referred to as the "Agreement").

WHEREAS, the DED has funds made available to it through the United States Department of Commerce, Economic Development Administration for a Revolving Loan Fund (hereinafter referred to as "RLF") under Title IX of the Public Works and Economic Development Act of 1972 (42 U.S.C. 3121 et seq.) and other funds from other sources which may be applied from time to time to the RLF and proposes that \$35,000 of these RLF funds be made available as a RLF Loan to the Company for the purpose(s) described in Section II(4) of this Agreement.

NOW THEREFORE, in consideration of the promises set forth herein, Borrower agrees to borrow monies from Lender, and Lender agrees to lend monies to Borrower, upon the following terms and conditions.

SECTION I. GENERAL DEFINITIONS AND TERMS

1. The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof,

(A) "Affiliate" shall mean any "Person" (hereinafter defined) in which one more stockholders of Borrower, (Subsidiary) (hereinafter defined), and/or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter have an equity or other ownership interest equal to or in excess of fifty percent (50%) of the total equity of or other ownership interest in such Person.

(B) "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) or by oral agreement of operation of law or otherwise.

(C) "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency body or department thereof including without limitation the Department of Economic Development of the City of Chicago) 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.

(D) "Financials" shall mean those financial statements described herein

(E) "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (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 owed, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise. Indebtedness includes, without limiting the generality of the foregoing: (i) obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Borrower even though Borrower has not assumed or become liable for the payment thereof; and (ii) obligations or liabilities created or arising under any lease or real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Borrower, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property.

(F) "Other Agreements" shall mean all agreements, instruments and documents including without limitation, guarantees, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

(G) "Parent" shall mean any corporation now or at any time or times hereafter, owning or controlling (alone or with Borrower, any Subsidiary and/or any other Person), at least a majority of the issued and outstanding "Stock" of Borrower or any Subsidiary.

(H) "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

(I) "Stock" shall mean all shares, interests, participations or other equivalents (however designated) of or in a corporation, whether or not voting, including but not limited to common stock, warrants, preferred stock, convertible debentures and all agreements, instruments and documents convertible, in whole or in part, into any one or more or all of the foregoing.

(J) "Subsidiary" shall mean any corporation at least a majority of whose issued and outstanding Stock now or at any time or times hereafter is owned by Borrower and/or one or more Subsidiaries.

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore (if any) in the Uniform Commercial Code, as adopted in the State of Illinois.

2. Borrower covenants, warrants and represents to Lender that 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 the Other Agreements, shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto, and shall be true from the time of Borrower's execution of this Agreement to the end of the original term and each renewal term hereof (if any).

3. This Agreement and the Other Agreements may not be modified altered or amended except by an agreement in writing signed by Borrower and Lender. Borrower may not sell, assign or transfer this Agreement, or the Other Agreements or any portion thereof, including without limitation Borrower's rights, titles, interests, remedies, powers and/or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the Other Agreements, or any portion thereof, including without limitation Lender's rights, titles, interests, remedies, powers and/or duties.

4. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an "Event of Default" (hereinafter defined), by Borrower under this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Agreement or the Other Agreements, whether the same is prior or subsequent thereto, and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement or the Other Agreements, and no Event of Default by the Borrower under this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver.

is by an instrument in writing signed by Lender and directed to Borrower specifying such suspension or waiver.

5. This Agreement and the Other Agreements shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender. This provision, however, shall not be deemed to modify Paragraph 4 hereof.

6. Except as otherwise specifically provided in this Agreement, borrower waives presentment, demand and protest, and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, contract rights, documents, instruments, chattel paper and guarantees at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

7. The provisions of the Other Agreements are incorporated in this Agreement by this reference thereto. Except as otherwise provided in this Agreement and except as otherwise provided in the Other Agreements by specific reference to the applicable provision of this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Other Agreements, the provision contained in this Agreement shall govern and control.

8. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal office, the signature upon this Agreement or upon any of the Other Agreements of a "Designated Person" (as that term is defined in Borrower's Secretary's Certificate of even date herewith, constituting one of the Other Agreements), shall bind Borrower and be deemed to be the act of Borrower affixed pursuant to and in accordance with resolutions duly adopted by Borrower's Board of Directors.

SECTION II. LOAN

1. The RLF Loan shall be made upon the following terms and conditions.

(a) the principal sum of the loan shall be \$85,000
(b) the term of the loan shall be eight (8) years
(c) the rate of interest charged on the loan per annum shall be seventy-five percent (75%) of that rate of interest charged by Continental Illinois Bank and Trust Company of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans in effect from time to time (the "Prime Rate"), payable monthly on the entire amount of said principal remaining from time to time unpaid.

(d) the aforesaid rate of interest for the principal sum shall be established as of the date of this Agreement and that certain Note of even date herewith are executed; and shall be adjusted as of the first day each of January, April, July and October of each year the RLF Loan remains outstanding. The first such interest adjustment of the RLF Loan shall be _____ 19 ____.

(e) Principal payments together with interest thereon will commence on the 25th day of the month following the execution date of this Agreement, and will be due and payable on said 25th day of each succeeding month thereafter until paid in full.

(f) The loan is to be applied by the company as follows:

- i. \$12,000 for purchase of land and buildings;
- ii. \$10,000 for building rehabilitation;
- iii. \$34,910 for reconditioning, relocating and installation of used equipment;
- iv. \$28,090 for purchase of new equipment.

45,000
22, 400

(g) Said loan made by the DED to the Company shall be secured as provided in Section III of this Agreement, and the Company shall execute at DED's request, Financing Statements and Security Agreements which shall be recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

(h) The Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF loan, if such subordination is necessary to assure that the DED occupies no less than a first secured lien position on all of the collateral described in Section III. No later than the date of closing, the Company shall furnish to the DED documents satisfactory to the DED which evidence the Company's compliance with this provision.

(i) If the collateral described in Section III of this Agreement are fixtures, they will be affixed to the real property described in Section XVIII of this Agreement and will not be removed by the Company without the prior written consent of the DED.

(j) Company agrees that Yvonne Peak will personally guarantee this loan.

2. All of 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.

3. Borrower warrants and represents to Lender that Borrower shall use the proceeds of all loans made by Lender to Borrower pursuant to this Agreement and the Other Agreements solely for legal and proper corporate purposes (duly authorized by its Board of Directors) and consistent with all applicable laws and statutes.

4. Borrower hereby authorizes and directs Lender to disburse, for and on behalf of Borrower and for Borrower's account, the proceeds of the loan(s) made by Lender to Borrower pursuant to this Agreement to such Person or Persons as an officer or director of Borrower shall direct, whether in writing or orally.

SECTION III. COLLATERAL: GENERAL TERMS

1. To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to all of Borrower's now owned and hereafter acquired: (a) goods (other than inventory), equipment, vehicles and fixtures, together with all replacements, additions, accessions, or substitutions thereto and/or therefore; (b) all products and proceeds of the foregoing including without limitation proceeds of insurance policies insuring the Collateral (all of the foregoing personal property is hereinafter individually and collectively referred to as "Collateral").
2. Borrower warrants and represents to and covenants with Lender that: (a) Lender's security interest in the Collateral is now and at all times hereafter shall be perfected and have a first priority; (b) the offices and/or locations where Borrower keeps the Collateral and Borrower's books and records concerning the Collateral are at the location set forth on Exhibit "A", attached hereto and made a part hereof, and Borrower shall not remove such books and records and/or the Collateral therefrom and shall not keep any of such books and records and/or the Collateral at any other office or location unless Borrower gives Lender written notice thereof at least 30 days prior thereto and the same is within the continental United States of America; (c) all books, records and other documents relating directly to the receipt and disbursement of this RLF Loan shall be subject to audit and examination by any duly authorized representative of the DED or of the U.S. Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago; (d) that in occupying these facilities 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 is and/or will be located as set forth in Exhibit "A"; nor is Borrower's expansion into the above-described property being undertaken with the intention of closing down or curtailing any already existing operation(s); and (e) the address specified on Exhibit "A" hereto include and designate Borrower's chief executive office, chief place of business and other offices and places of business and are Borrower's sole offices and places of business. Borrower, by written notice delivered to Lender at least thirty (30) days prior thereto, shall advise Lender of Borrower's opening of any new office or place of business or its closing of any existing office or place of business and any new office or place of business shall be within the continental United States of America.

3. Lender, in its sole and absolute discretion, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter, but shall be under no obligation to pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Collateral. All sums paid by DED in respect thereof and all costs, fees and expenses, including reasonable attorney's fees, court cost, expenses and other charges relating thereto incurred by Lender on account thereof shall be payable by Borrower to Lender, on demand.

4. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter at the request of Lender, all agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation"), that Lender may reasonably

request, in a form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Collateral and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower warrants and represents to Lender that Borrower has good, indefeasible, and merchantable title to and ownership of the Equipment described and/or listed on the Schedule of Equipment delivered to Lender and/or located on each of Borrower's places of business set forth in Exhibit "A", and that Equipment shall be kept and/or maintained solely at the addresses set forth in Exhibit "A".

6. Borrower shall keep and maintain the Equipment in good operating condition and repair and shall make all necessary replacements thereof and renewals hereto so that the value and operating efficiency thereof shall at all times be maintained and preserved. Borrower shall not permit any such items to become a fixture to real estate or accession to other personal property. In addition, Borrower shall maintain, preserve and keep its plants and properties wherein the Collateral is now or may hereafter be located, in good repair, working order and condition.

7. Borrower, immediately on demand by Lender, shall deliver to Lender any and all evidence of ownership of, including without limitation, certificates of title to and applications for title to, any of Equipment.

8. 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, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. In addition, as long as there exists any indebtedness of Borrower to Lender, Borrower shall maintain so called "Key-man" insurance on Ms. Peak. All such policies of insurance shall be in form and with insurers recognized as adequate by prudent business persons and all such policies shall be in such amounts as may be satisfactory to

Lender. Borrower shall deliver to Lender the original copy of each policy of insurance and evidence of payment of all premiums therefor. Such policies of insurance shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower, irrevocably, makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required above or to pay any premium in whole or in part relating thereto, 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. All sums so disbursed by Lender, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Further, Borrower shall keep and maintain at its sole cost and expense whatever flood hazard insurance may be required by the DED as a condition precedent to procuring this RLF Loan, or in lieu thereof, Borrower warrants and represents to and covenants with DED that it will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973, the provisions of Executive Order 11296, relating to evaluation of flood hazard, and Executive Order 11288 relating to the prevention, control and abatement of water pollution, all as amended from time to time.

9. Upon an event of Default, Borrower, irrevocably, hereby makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of the Borrower on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Lender in its sole and absolute discretion may elect.

10. Lender (by any of its officers, employees and/or agents) shall have the right at any time or times during Borrower's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) to verify the amount and condition of said Collateral. After an Event of Default, all costs, fees, and expenses incurred by Lender, or for which Lender has become obligated, in connection with such inspection and/or verification shall be payable by Borrower to Lender.

SECTION IV. WARRANTIES, REPRESENTATIONS AND COVENANTS

1. Except as disclosed in the Financials, Borrower warrants and represents to and covenants with Lender that: (a) Borrower is and at all times hereafter shall be a corporation duly organized and existing and in good standing under the laws of the state of its corporation as represented at the beginning of this Agreement and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power

and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and the Other Agreements; (c) the execution, delivery and/or performance by Borrower of this Agreement and the other Agreements shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a 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, free and clear of all liens, claims, security interests and encumbrances except those of Lender and those, if any, described on Exhibit "B" hereto; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature, and Borrower now owns and shall at all times hereafter own property whose fair salable value is greater than the amount required to pay its debts; (f) Borrower now has and shall have at all times hereafter capital sufficient to carry on its business and transactions and all businesses and transactions in which it is about to engage; (g) there are no actions or proceedings which are pending or threatened against Borrower which might result in any material and adverse change in its financial condition or materially affect its assets or the Collateral the dates reflected in the Financials and except as disclosed in the Financials, Borrower has no indebtedness; (h) Borrower is not subject to the renegotiation of any government contracts; (i) Borrower possesses adequate assets, licenses, patents, copyrights, trademarks and trade names to continue to conduct its business as previously conducted by it and Borrower will not be in breach of any agreement if Lender should exercise any of its rights pursuant to this Agreement against the Collateral; (j) Borrower has and is in good standing with respect to all government permits, certificates, consents and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties

as now owned or leased by it; (k) Borrower is not a party to any contract or agreement or subject to any charge, corporate restriction, judgment, decree or order materially and adversely affecting its business, property, assets, operations, or condition, financial or otherwise; (l) Borrower is not in violation of any applicable statute, regulation or ordinance of the United States of America, of any state, city, town, municipality, county or of any other jurisdiction, or of any agency thereof, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (m) 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; (n) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower and such other Persons described therein as of and for the periods ending on such dates and have been prepared in accordance with generally accepted accounting principles consistently applied; and (o) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the date of the Financials.

2. Borrower warrants and represents to and covenants with Lender that 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) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Collateral; (d) merge or consolidate with or acquire any Person; (e) 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 the Collateral; (f) other than in

the ordinary course of its business, make any investment in the securities of any Person, provided, however, notwithstanding the foregoing, Borrower may make investments in certificates of deposit of a banking institution having a net worth in excess of \$10,000,000 or in securities of the United States of America or commercial paper with P1 rating (all of the foregoing maturing within one (1) year); (g) guarantee or otherwise, in any way, become liable with respect to the obligations or liabilities of any person except by endorsement of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities; (h) make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might in any way adversely affect the repayment of Borrower's Liabilities; (i) other than as specifically permitted in or contemplated by this Agreement, encumber, pledge, mortgage, sell, lease or otherwise, any of Borrower's assets; (j) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's Stock; (k) declare or pay dividends upon any of Borrower's Stock or make any distributions of Borrower's property or assets or make any loans, advances and/or extensions of credit to any Persons provided, however, notwithstanding the foregoing, Borrower may pay stock dividends upon its Stock provided that the same is in accordance with all applicable laws; (l) incur indebtedness (other than Borrower's Liabilities) except renewals or extensions of existing indebtedness and interest thereon and trade payables arising in the ordinary course of its business, and except that the same is unsecured and is to Persons who execute and deliver to Lender (in form and substance acceptable to Lender and its counsel) subordination agreements subordinating their claims against Borrower therefor to the payment of Borrower's liabilities; and (m) 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).

3. (a) Borrower shall pay promptly when due, all of the Charges; and (b) Borrower shall not permit the Charges to arise, or to remain, and will promptly discharge the same. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain such discharges, Borrower shall so advise Lender thereof in writing; Lender may, without waiving or releasing any obligation or liability of Borrower hereunder or Event of Default, in its sole and absolute discretion, at any time or times thereafter, 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 attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Notwithstanding anything contained in this Agreement to the contrary, Borrower may permit or suffer the Charges to attach to its assets and may dispute, without prior payment thereof, the Charges provided that Borrower, in good faith, shall be contesting the same in an appropriate proceeding and if the same are in excess of \$5,000.00, in the aggregate at any time during the original term or any renewal term, Borrower has given Lender such additional collateral and assurances as Lender, in its exclusive, sole and absolute right and discretion, deems necessary under the circumstances.

4. (a) Borrower covenants with Lender that Borrower shall keep books of account and prepare financial statements and shall cause to be furnished to Lender the following (all of the foregoing and following to be kept and prepared in accordance with generally accepted accounting principles applied on a basis consistent).

(b) As soon as available but not later than one hundred twenty (120) days after the close of each fiscal year of Borrower, a balance sheet of Borrower as at the end of, and the related

statement of operations for, such year and a reconciliation of capital for such year-all certified by a firm of independent certified public accountants; or in the event such audited financial statements have not been compiled, a financial statement certified by an officer of the Company, until the period set forth in Section III of the Agreement.

(c) In addition, the Company agrees to submit to the DED quarterly and/or semi-annual financial statements of the Company "prepared etc." as requested by the DED.

(d) Such other data and information (financial and otherwise) as Lender, from time to time, may request bearing upon or related to the Collateral, Borrower's financial condition and/or results of operations.

SECTION V. ASSURANCE OF PROJECTED JOBS

Borrower will use its best efforts to create or cause to be created approximately 15 full-time, permanent job opportunities after the completion of the project for which this RLF Loan is being granted.

Borrower will use its best efforts to maintain approximately 3 present full-time, permanent job opportunities, as well as the creation of the 12 new job opportunities.

Borrower shall report in writing to the DED, as the DED may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

SECTION VI. LABOR STANDARDS

If buildings or facilities are to be constructed or improved with funds provided under this RLF Loan, the Company will meet, and all other parties entering into agreements with the Company for the construction or improvement of facilities or buildings shall be required by the Company in all such agreements to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 275 a-5) and that construction workers shall be hired from the local labor pool whenever practical.

SECTION VII. ACCESSIBILITY TO THE HANDICAPPED

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CFR 101-19.6.

SECTION VIII. DEFAULT

(1) The occurrence of any one of the following events shall constitute a default ("Event of Default") by Borrower under this Agreement: (a) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or in the Other Agreements, which is required to be performed, kept or observed by Borrower and the same is not cured within ten (10) days after the mailing of written notice thereof from Lender to Borrower; (b) if any material statement, report or certificate made or delivered by Borrower, and any of its officers, employees or agent, to Lender is not true and correct; (c) if Borrower fails to pay Borrower's Liabilities, when due and payable or declared due and payable; (d) if the Collateral or any other of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within twenty (2) days thereafter; (e) if Borrower shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Borrower for its dissolution or liquidation; (f) if Borrower is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or if any case or proceeding is filed against Borrower for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (3) days after the entry or filing thereof; (g) if an application is made by Borrower for the appointment of a receiver,

trustee or custodian for the Collateral or any other of Borrower's assets; (h) if an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for the Collateral or any other of Borrower's assets and the same is not dismissed within thirty (30) days after the application therefor; (i) except as permitted in Section IV (3) above, if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes, or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Collateral or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance; or (j) if Borrower is in default in the payment of Indebtedness (other than Borrower's Liabilities) and such default is declared and is not cured within the time, if any, specified therefor in any agreement governing the same.

(2) All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

Upon an Event of Default or the occurrence of any one of the events described in Paragraph (1) (notwithstanding Borrower's right to cure the same thereafter), without notice by Lender to or demand by Lender of Borrower. Liabilities shall be due and payable, forthwith.

(3) Upon an Event of Default, Lender, in its sole and absolute discretion, may: (a) exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; (b) enter, with or without process of law and without breach of the peace, any premises where the Collateral or the books and records of Borrower related thereto is or may be located, and without charge or liability to lender therefor seize and remove the Collateral (and copies of Borrower's books and records in any way relating to the Collateral) from said premises

and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Collateral--Borrower hereby grants Lender a security interest in said books and records for the purpose above stated; and (c) sell or otherwise dispose of the Collateral at public or private sale for cash or credit, provided, however, that Borrower shall be credited with the net proceeds of such sale only when such proceeds are actually received by Lender and confirmed as good funds by DED's depository.

(4) Upon an Event of Default, Borrower, immediately upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place or places to be designated by Lender which is reasonably convenient to Lender and Borrower. Borrower recognizes that in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or the Other Agreements, no remedy of law will provide adequate relief to Lender, and agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(5) Any notice required to be given by Lender of a sale, lease, other disposition of the Collateral or any other intended action by Lender, deposited in the United States mail, postage prepaid and duly addressed to Borrower at its principal place of business specified at the beginning of this Agreement not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof.

(6) Upon an Event of Default, Borrower agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower agrees that Lender has no obligation to preserve rights against prior parties to the Collateral.

(7) If at any time or times on or after an Event of Default Lender employs counsel for advice or other representation (a) with respect to the Collateral, this Agreement or the Other Agreements, (b) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Collateral, this Agreement, the Other Agreements or Borrower's affairs; (c) to enforce any rights of Lender against Borrower or any other Person which may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation, the Obligors; (d) to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (e) to attempt to or to enforce Lender's security interest in the Collateral, the reasonable attorneys' fees arising from such services and all expenses, costs, charges and other fees of such counsel or of Lender in any way or respect arising in connection with or relating to any of the events described in this Paragraph shall be paid by Borrower to Lender. Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: (i) accountant's fees, costs and expenses; (ii) court costs and expenses; (iii) court reporter fees, costs and expenses; (iv) long distance telephone charges; (v) telegram charges; (vi) expenses for travel, lodging and food; and (vii) expenses incurred in fulfilling, in whole or in part, any order of any Obligor from which an Account has arisen or will arise.

(8) Upon the occurrence of any one of the events described in Paragraph (1) above, notwithstanding Borrower's right to cure the same before it becomes an Event of Default, Lender, if it determines that the Collateral or the payment of Borrower's Liabilities is jeopardized, may enforce such of its rights and remedies under this Article as Lender deems necessary or proper.

SECTION IX. DISCLAIMER OF RELATIONSHIP

The Company agrees that nothing contained in this Agreement nor any act of the DED or of the U.S. Department of Commerce, Economic Development Administration, or of any of the parties, shall be deemed or construed by any of the parties or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the DED.

SECTION X. TIME OF THE ESSENCE

Time is of the essence under this Agreement.

SECTION XI. NOTICE

All notices required to be given hereunder shall be given by certified or registered United States mail, postage paid, and addressed as follows:

If to DED: Commissioner,
Department of Economic Development
City of Chicago
20 North Clark Street
Suite 2800
Chicago, Illinois 60602

If to _____: (Name) _____
(Street) _____
(City, State, Zip) _____

SECTION XII. GOVERNING LAW

This Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

SECTION XIII. SEVERABILITY

Each covenant and agreement contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and any other application of such term shall not be affected thereby.

IN WITNESS WHEREOF, The Company and the City of Chicago, by and through the Department of Economic Development, have caused this Agreement to be signed in their names and on their behalf as of the day of

PEAK ENTERPRISES, LTD.

(SEAL)

Secretary

BY _____

TITLE: _____

DEPARTMENT OF ECONOMIC
DEVELOPMENT OF THE CITY OF CHICAGO

BY _____

SUHAIL AL CHALABI
ACTING COMMISSIONER

LIST OF STORED EQUIPMENT

1. Jacketed Reactor-Pfaudler
2. Belt Conveyor
3. Polishing and Coating Pan Stand
4. 150 Gallon Tank
5. Drum Dumper
6. Belt Conveyor
7. Weighting Hopper
8. Screw and Trough Attached to Hopper
9. Reddington Bottle Filler
10. Tablet Counter and Bottle Filler
11. Tablet and Counter Filler
12. Drug Mill
13. Manual Tablet/Capsule Filler
14. Label Gluers
15. Vac-U-Max (Small)
16. Steel Cabinet
17. Roller & Assorted Conveyor Sections
18. Hand Held Stapler
19. Vibrator & Control
20. Tablet Press
21. Accumulating Table
22. Portable Vacuum Dust Collector
23. Scales
24. Hoist - Yale
25. Metal Dectector
26. Belt Packaging Table
27. Pony Mixer
28. Stapler/Stand & Foot Pedal
29. #10 Tablet Press
30. Trane Air Conditioner
31. Zanasi Capsule Filler
32. Capsule Size "0" Change Parts
33. King Capper
34. Oliver Labeler
35. Scale - Desk Top Model
36. N.J. Labeler Machine
37. Code Printer
38. Large Coating Pans
39. Large Cabinet
40. Wall Cabinet
41. Bottle Blower
42. Various Replacement Parts for Above Mentioned Equipment

RECEIVED

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MAY 11 1983

(Continued from page 1222)

documents with L & B Products of Illinois, Inc., for the purchase of a project site at Nos. 2108-2110 W. Walnut Street and Nos. 2125-2159 W. Fulton Street in the amount of \$67,429.00.

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

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

Nays--None.

Alderman Natarus 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, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated April 5, 1983 has approved a redevelopment project for the use of L & B Products of Illinois, Inc. which obligates the City of Chicago to assist L & B Products of Illinois, Inc. in the acquisition of a redevelopment project tract and which obligates L & B Products of Illinois, Inc. to rehabilitate, renovate and equip the building on the redevelopment parcel as an office/industrial building which is expected to result in the additional employment of approximately 34 persons with thirty-six (36) months of closing; and

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; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality and subject to the approval of the U.S. Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist L and B Products of Illinois, Inc. in the acquisition of a parcel of land consisting of approximately 134,858 square feet of property located at 2108-2110 West Walnut Street and 2125-2159 Fulton Street in the City of Chicago legally described as follows:

Parcel 1:

Lots 9 to 18 inclusive in Robinson's subdivision of Block 43 in Canal Trustees' subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, also:

Lot 8 (except west 16 feet of the east 17 feet thereof) in subdivision of Block 43 in Canal Trustees' subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, also:

All of the vacated east and west 16-foot public alley lying south of and adjoining the south line of Lots 8 to 18 lying north and adjoining the north line of Lots 19 to 29 and lying west of and adjoining the west line of the east 17 feet said Lot 8 produced south 16 feet, vacated by Ordinance October 13, 1960 as shown on document number 18024131 in Christopher C.

Robinson's subdivision of Block 43 in Canal Trustees' subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 19 to 34 both inclusive in Robinson's subdivision of Block 43 of Canal Trustees' subdivision in Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The west 11 feet of Lot 40 and all of Lots 41, 42, 43 and 44 in Block 43 of Canal Trustees' subdivision in Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

and which will obligate L and B Products of Illinois, Inc. to rehabilitate, renovate and equip the building on the redevelopment parcel as an office/industrial building, costing approximately \$188,000, exclusive of equipment and machinery. 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, said Redevelopment Agreement being in substantially the following form:

Redevelopment Agreement

L & B Products of Illinois Redevelopment Project

This Agreement, made on or as of the 29th day of April 1983, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, having its offices at 20 North Clark Street, 28th Floor, Chicago, Illinois ("City") and L & B Products of Illinois, Inc. ("Buyer"), an Illinois corporation, having its office located at 2110 W. Walnut, Chicago, Illinois 60612.

WITNESSETH:

Whereas, the DED was established February 10, 1982 by ordinance of the City Council of the City as the successor agency to the Economic Development Commission; and

Whereas, the DED has as its primary purpose the creation of additional employment opportunities in the City through the attraction and expansion of industrial development in the City; and

Whereas, the DED has received a Federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED, pursuant to the Chicago Plan for Economic Development, has by resolution dated April 5, 1983 approved a land cost write-down to help Buyer purchase from American National Bank and Trust Company as Trustee under Trust No. 53601 ("Seller") approximately 134,858 square feet of property located at Nos. 2108-2110 W. Walnut Street and Nos. 2125-2159 Fulton Street, in the City and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED is in receipt of a copy of the sale and Purchase Agreement dated January 12, 1983, by and between Seller and Buyer ("Sale Agreement"), which grants to Buyer the right to purchase the Redevelopment Parcel from Seller; and

Whereas, it is the intention of the City to cooperate in the acquisition of the Redevelopment Parcel and sale to Buyer which will require an expenditure by the DED in an amount of approximately \$67,429.00 in acquisition costs (at a price of \$.50 per square foot, to be adjusted by survey at closing); and

Whereas, the City and Seller have executed an Agreement on this date which obligates Seller to execute any and all documents necessary in order to convey to Buyer good and merchantable title to the Redevelopment Parcel described fully in Exhibit I for the sum of approximately \$557,571.00 to be paid by Buyer, plus a sum of approximately \$67,429.00 to be paid by the City through the DED (at a price of \$.50 per square foot, to be adjusted by survey at closing), at the closing to Seller; and

Whereas, the expenditure of the DED is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and the expenditure shall be made in accordance with the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes:

Now, Therefore, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

Section I. Consideration

The City hereby agrees, in consideration of Buyer's executing this Redevelopment Agreement and agreeing to be bound by its terms, to pay the sum of approximately \$67,429.00 (at a price of \$.50 per square foot, to be adjusted by survey at closing), to Seller to assist Buyer in the acquisition of the Redevelopment Parcel for the purpose of redevelopment in accordance with the Redevelopment Plan as hereinafter set forth.

Section II. Redevelopment Plan

Buyer shall rehabilitate, renovate and equip the building on the Redevelopment Parcel as an office/industrial building of approximately 105,000 square feet, at a cost of \$188,000 exclusive of machinery, equipment and land acquisition costs. Any plans and specifications for renovation or rehabilitation of the property shall be in conformity with all applicable State and local laws and regulations. The Property shall be used in accordance with applicable zoning laws.

Section III. Conveyance of Property

(a) Conveyance of the Property shall be accomplished through an escrow to be established by the parties hereto with Chicago Title and Trust Company.

(b) Buyer shall cause the Deed to be filed for recordation 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 December 31, 1983.

Section IV. Evidence of Financing

Buyer shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the Redevelopment Plan as provided in Section II hereof not later than 90 days after the execution of this Agreement.

Section V. Time for Commencement and Completion of Improvements.

The construction of the improvements as described in Section II hereof shall be commenced within six (6) months after the closing and shall be completed within thirty-six (36) months after the closing. Buyer agrees, subject to Section XI hereof, for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that it and its successors and assigns, shall promptly begin and diligently complete the redevelopment through the preparation of the improvements thereon as described in Section II hereof, and that any construction and all preparation of the improvements shall commence and be completed within the periods specified in this Section. It is intended and agreed, that these agreements and covenants shall be binding for the benefit of the community and the City and be enforceable by the City against Buyer and its successors and assigns.

Section VI. Time of the Essence

Time is of the essence of this Agreement.

Section VII. Certificate of Completion

Promptly after completion of the construction of the improvements in accordance with this agreement, the City will furnish Buyer with an appropriate instruction so certifying. The certification by the City shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Buyer and its successors and assigns to construct the improvements and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the City shall refuse or fail to provide the certification, the City shall, within thirty (30) days after written request by Buyer provide Buyer with a written statement indicating in adequate detail how Buyer has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Buyer to take or perform in order to obtain the certification subject to the provisions of Section XIII A hereof.

Section VIII. Restriction on Use

Buyer agrees for itself, and its successors and assigns, and every successor in interest to the Redevelopment Parcel, or any part thereof, that while it and its successors and assigns respectively shall have an interest in the Redevelopment Parcel, it shall 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 the Redevelopment Parcel 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 Redevelopment Parcel in accordance with administrative or legal proceedings applicable thereto.

Section IX. Prohibition Against Transfer of Property

Buyer will not, prior to the completion of the improvements as set forth in Section II, as certified by the City, make or create and make or suffer to be made any sale, assignment, conveyance or transfer in any other form of or with respect to this Agreement or the Redevelopment Parcel, or any part thereof or any interest therein, or contract or agree to do any of the same without the prior written approval of the City, except Buyer may mortgage said premises as provided in Section X.

Section X. Limitation Upon Encumbrance of Property

Prior to the completion of the improvements as set forth in Section II, as certified by the City, neither Buyer nor any successor in interest to the Redevelopment Parcel shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Redevelopment Parcel, or suffer any encumbrance, or lien to be made on or attached to the Redevelopment Parcel, except for the purposes only of obtaining (a) funds to the extent necessary for constructing and equipping the improvements as set forth in Section II, (b) such additional funds, if any, in an amount not to exceed the purchase price to be paid by Buyer for the Property, and (c) funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges, etc., in connection with the purchase of the Redevelopment Parcel and the construction and equipping of such improvements.

Section XI. Mortgages 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 Redevelopment Parcel 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 Redevelopment Parcel 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 II or to guarantee such construction or completion; nor shall any covenant or any other provision 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 Redevelopment Parcel 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 XII. Enforced Delay in Performance

Neither the City nor Buyer nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Redevelopment Parcel 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 and 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 XIII. Remedies

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereof, or any successor to such party, such party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Prior to Conveyance. In the event that prior to the conveyance of the Redevelopment Parcel, Buyer assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the purchase price and take title to the Redevelopment Parcel upon tender of conveyance by Seller in conformance with the Sale Agreement and this Agreement, then this Agreement and rights of Buyer in this Agreement, at the option of the City, may be terminated by the City. In the event that Seller does not tender conveyance or possession of the Redevelopment Parcel as provided in this Agreement and the Sale Agreement, then this Agreement, at the option of Buyer shall be terminated.

C. Subsequent to Conveyances. In the event that Buyer shall be in default of or breach of this Agreement subsequent to the conveyance under Section III, and prior to the completion of improvements under Section II, then the City upon written notice within thirty (30) days after discovery of such default or breach shall, unless Buyer shall commence to cure or remedy the default or breach within sixty (60) days after receipt of such notice, have the right, in lieu of any other legal remedies, at its option to recover from Buyer an amount equal to the monies paid by the City pursuant to Section I hereof, as well as interest in the sum of ten percent (10%) computed from the day of delivery of funds to Buyer made under this Agreement to the day of the return of such funds by Buyer to the City.

D. No Waiver of Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of the concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by Buyer under this Section be considered or treated as a waiver of the rights of the City with respect to the particular default except to the extent specifically waived in writing.

Section XIV. Conflict of Interest; City's Representative 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 interest 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 Buyer 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 Buyer or its successors or on any obligations under the terms of this Agreement.

Section XV. Provisions Not Merged with Deed

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Redevelopment Parcel to Buyer or any successor in interest and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section XVI. Equal Employment Opportunity

Buyer for itself and its successors and assigns, agrees that during the construction of the improvements provided in Section II of this Agreement.

(a) Buyer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Buyer 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. Buyer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Buyer will in all solicitations or advertisements for employees placed by or on behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

(c) Buyer will include the provisions of Paragraphs (a) and (b) in every contract, and will require the inclusion of those 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 XVII. Employment

Buyer will use its best efforts to increase its total employment to approximately 110 employees at the project location within thirty-six (36) months of closing.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by the DED and Buyer has signed and sealed the same on or as of the ____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

SECTION 2. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Council as to form and legality and subject to the approval of the U.S. Department of Commerce Economic Development Administration, a Cooperative Redevelopment Agreement which will obligate the City of Chicago to execute with L & B Products of Illinois, Inc. a Redevelopment Agreement

in such form and for such consideration they may mutually agree to obligate L & B Products of Illinois, Inc. to rehabilitate, renovate and equip the building on the redevelopment parcel as an office/industrial building and which will obligate the City of Chicago to execute the necessary documents with American National Bank and Trust Company as Trustee under Trust No. 53601 to cause it to convey to L & B Products of Illinois, Inc. good and merchantable title to the Redevelopment parcel said Co-operative Redevelopment Agreement being in substantially the following form:

Co-operative Redevelopment Agreement
L & B Products of Illinois Redevelopment Project.

This Agreement, made on or as of the 29th day of April, 1983, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, Illinois ("City") and American National Bank and Trust Company as Trustee under Trust No. 53601 ("Seller"), having its offices at 33 North LaSalle Street, Chicago, Illinois 60690.

WITNESSETH:

Whereas, the DED was established on February 10, 1982, by Ordinance of the City Council of the City of Chicago; and

Whereas, the DED has as its primary purpose the creation of additional employment opportunities in the City through the attraction or expansion of industrial development in the City; and

Whereas, the DED has received a Federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED of the City, pursuant to the Chicago Plan for Economic Development, has by resolution dated April 15, 1983, approved a land cost write-down to help L & B Products of Illinois, Inc. ("Buyer") purchase from Seller approximately 134,858 square feet of property located at 2108-10 W. Walnut Street and 2125-59 Fulton Street in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED of Chicago has received a copy of a Real Estate Sale Agreement ("Sale Agreement") dated January 12, 1983, by and between Seller and Buyer which grants Buyer the right to purchase the Redevelopment Parcel from Seller; and

Whereas, it is the intention of the DED to cooperate in the acquisition of the Redevelopment Parcel, and the sale to Buyer will require an expenditure by the DED in an amount of approximately \$67,429.00 in acquisition costs (at a price of \$0.50 per square foot, to be adjusted by survey at closing); and

Whereas, it is the intention of Buyer to purchase the Redevelopment Parcel from Seller for the approximate sum, net of the expenditure by DED, of \$557,571.00 (it being understood that the total purchase price to be paid to Seller is \$625,000.00); and

Whereas, the expenditure required by the DED is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and all expenditures shall be pursuant to the terms of the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes.

Now, Therefore, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

1. Seller agrees to perform the following:

a. Use its reasonable efforts to have Buyer execute with the City a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Buyer to prepare the Redevelopment Parcel for use as an office/industrial facility of approximately 105,000 square

feet at a cost of approximately \$188,000, exclusive of equipment and machinery and land acquisition costs, which, it is anticipated by Buyer, will result in the employment within the ensuing thirty-six (36) months of approximately 34 additional persons.

b. Execute the necessary documents in order to convey to Buyer in accordance with the Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Sale Agreement to the Redevelopment Parcel located at the location described above in the City, as fully described in Exhibit I hereto attached, comprising approximately 134,858 square feet for a sum of approximately \$67,429.00 (at a price of \$.50 per square foot to be adjusted by survey at closing) to be paid by the City, through the DED, plus the sum of approximately \$557,571.00 to be paid by Buyer, all of which is to be paid into escrow at closing for the benefit of Seller; provided, however, that neither the City nor Buyer shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and Seller has been paid the total price of \$625,000.00.

c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and cause them to be deposited in an escrow to be duly established by the parties with the Chicago Title and Trust Company for the purpose of accomplishing the conveyances as herein provided.

2. The City, by and through the DED, agrees to perform the following:

a. Execute with Buyer a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Buyer to rehabilitate, renovate and equip the building on the Redevelopment Parcel as an office/industrial building of 105,000 square feet, at a cost of \$188,000, exclusive of machinery, equipment and land acquisition costs, which, it is anticipated by Buyer, will result in the employment within thirty-six months of Closing of approximately 34 additional persons.

b. Execute the necessary documents with Seller in order to cause it to convey to Buyer in accordance with the Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Sale Agreement to the Redevelopment Parcel located at the location described above in the City as fully described in Exhibit I hereto attached, comprising approximately 134,858 square feet for the sum of approximately \$557,571.00, plus a sum of approximately \$67,429.00 at a price of \$.50 per square foot (to be adjusted by survey at closing) to be paid by the City, through the DED, all of which is to be paid into escrow at closing for the benefit of Seller; provided, however, that neither the City nor Buyer shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed, and Seller has been paid the total price of \$625,000.00.

c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and to cause them to be deposited in an escrow to be duly established by the parties with Chicago Title and Trust Company for the purposes of accomplishing the conveyance as herein provided.

3. This Agreement shall not be recorded by either party.

4. The aforesaid agreements between the City and Seller are made upon the following express conditions, and in the event any of the contingencies contained in this section are not satisfied as of the closing date, this Agreement shall become, at the option of either party upon written notice, null and void:

a. A Redevelopment Agreement shall have been executed by and between the City and Buyer in such form as they may agree which will obligate Buyer to rehabilitate, renovate and equip the building on the Redevelopment Parcel as an office/industrial building of 105,000 square feet, at a cost of \$188,000, exclusive of machinery, equipment and land acquisition costs, which is anticipated by Buyer to result in the additional employment of approximately 34 additional persons within thirty-six (36) months of Closing.

5. It is hereby agreed between the parties that upon due performance by Seller of its obligations set forth in Paragraph 1 above, Seller shall have no further obligation to the City with respect to the transaction contemplated by this Agreement.

It is expressly understood and agreed by DED that none of Seller's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Seller as Trustee as aforesaid, or its beneficiaries, and any liability for damage or breach or nonperformance by Seller shall be collectible only out of Seller's interest in the trust estate and no personal liability is assumed by, nor at any time may be asserted against, Seller or its beneficiaries or any of its or their heirs, legal representatives, successors and assigns, all such liability, if any, being expressly waived and released by DED.

In Witness Whereof, the City of Chicago by and through the Department of Economic Development of the City of Chicago, has caused this Agreement to be duly executed, and seller has signed and sealed the same on, or as of the _____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

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

[Exhibit I printed on page 1257 of this Journal.]

Execution of Amendment to Agreement Authorized Concerning
City-State Preliminary Engineering Agreement
(FAU I) for Various Projects.

The Committee on Finance 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 the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for preliminary engineering for various projects described therein, said agreement to be substantially in the following form:

Whereas, on December 27, 1979, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution and appears on Council Journal pages 2109 and 2110; and

Whereas, on March 19, 1980, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to improve portions of various Federal-Aid Urban and Federal-Aid Primary routes located in the City of Chicago; and

Whereas, Paragraphs 5, 6, 9 and 11 of the aforementioned Joint Agreement contain estimates of cost; and

Whereas, the City and the State desire to increase the estimate of cost.

Now, Therefore, in consideration of the mutual covenants contained herein, the City and the State agree as follows:

Paragraph 5 of the Joint Agreement is amended to read:

1. "It is mutually agreed that the total cost of "Preliminary Engineering" described herein shall not exceed \$7,275,000 without prior approval of the State and the Federal Highway Administration."

(Continued on page 1258)

EXHIBIT I

PARCEL 1:

LOTS 9 TO 18 INCLUSIVE IN ROBINSON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. ALSO:

LOT 3 (EXCEPT WEST 16 FEET OF THE EAST 17 FEET THEREOF) IN SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. ALSO:

ALL OF THE VACATED EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 8 TO 18 LYING NORTH AND ADJOINING THE NORTH LINE OF LOTS 19 TO 29 AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE EAST 17 FEET SAID LOT 8 PRODUCED SOUTH 16 FEET, VACATED BY ORDINANCE OCTOBER 13, 1960 AS SHOWN ON DOCUMENT NUMBER 18024131 IN CHRISTOPHER C. ROBINSON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 19 TO 34 BOTH INCLUSIVE IN ROBINSON'S SUBDIVISION OF BLOCK 43 OF CANAL TRUSTEES' SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE WEST 11 FEET OF LOT 40 AND ALL OF LOTS 41, 42, 43 AND 44 IN BLOCK 43 OF CANAL TRUSTEES' SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(Continued from page 1256)

2. Paragraph 6 of the Joint Agreement is amended to read:

"It is mutually agreed that all costs which are determined to be ineligible for Federal-Aid participation, and all costs in excess of \$7,275,000, which are incurred without prior approval of the State and the Federal Highway Administration, shall be borne 100% by the City."

3. Paragraph 9 of the Joint Agreement is amended to read:

"It is mutually agreed that the division of cost for all "Preliminary Engineering" included under this Agreement shall be as follows:

Federal - 75.18% - \$ 5,469,345

State - 24.82% - \$ 1,805,655"

4. Paragraph 11 of the Joint Agreement is deleted from the Joint Agreement.

5. A new Paragraph is added to the Joint Agreement as follows:

13. "That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 5, 6, 9 and 11."

Now Therefore Be It Agreed that Pages 1A and 2A be revised to read as follows:

[Pages 1A and 2A printed on pages 1259 through
1260 of this Journal.]

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

[Signature forms omitted for printing purposes.]

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

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--48.

Nays--None.

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

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CITY OF CHICAGO IMPROVEMENTS INCLUDED IN JOINT CITY-STATE
AGREEMENT FOR FAU(1) PRELIMINARY ENGINEERING GRANTS

No.	FEDRL.PROJ.#	ROUTE	STREET	LOCATION	IMPROVEMENT	ESTIMATED COSTS	
						Construction	Prelim.Engr.
1	M-5000(122)	FAU 1372	Addison Street	@ Western & Calif. Aves.	Channellizations	\$ 900,000	\$ 98,000
2	M-5000(115)●	FAU 2853	Ashland Avenue	Bloomingtondale to Armitage	Resurfacing	1,335,000	39,000
3	M-5000(127)	FAU 2853	Ashland Avenue	Roosevelt to Lake St.	Widening	5,725,000	50,000
4	M-5000(106)	FAU 1355	Bryn Mawr Avenue	Pulaski Rd. to Western Ave.	Reconstr./ROW acquis.	4,200,000	50,000
5	M-5000(373)●	FAU 2875	Broadway	Buckingham to Grace/Halsted	Resurfacing & Signals	2,250,000	39,000
6	M-5000(100)	FAU 2885	Canal Street	Madison St. to Taylor St.	Viaduct reconstr.	7,600,000	54,000
7	M-5000(160)	FAU 2790	Central Avenue	@ Foster/Northwest Hwy.	Realign/ROW acquis.	696,000	36,000
8	M-5000(81)	FAU 2902	Clark Street	@ Main branch of Chicago R.	Bridge repairs	793,000	300,000
9	M-5000(114)	FAU 2909	Clark Street	Roosevelt Rd. to Congress	Reconstruction	2,000,000	75,000
10	M-5000(97)	FAU 2914	Columbus Drive	Chicago River to Ontario St.	New Construction	6,500,000	25,000
11	M-5000(292)	FAU 1425	Congress Parkway	@ Independence Blvd.	Channellization	375,000	11,000
12	M-5000(129)	FAU 2850	Damen Avenue	@ Diversey/Elston	Viaduct rehab.	4,000,000	225,000
13	M-5000(130)	FAU 1394	Division Street	@ North Branch/ Canal	Bridge rehab.	1,275,000	50,000
14	M-5000(128)	FAU 1394	Division Street	Paulina to Kennedy X-way	Widening	1,600,000	174,000
15	M-5000(194)	Various	FAU Routes	Various bridges	Electrical conversion	3,500,000	415,000
16	M-5000(104)●	FAU 1360	Foster Avenue	Canfield to Cumberland Rd.	Widen/new construct.	2,400,000	15,000
17	M-5000(131)●	FAU 1429	Harrison Street	West of Chicago River	Viaduct rehab.	3,700,000	25,000
18	M-5000(173)	FAU 2832	Kimball Avenue	@ Chicago River	Bridge reconstr.	1,300,000	153,000
19	F-525 (42)	FAP 525	N. Lake Shore Dr.	River to Monroe Street	Dockwall and fill	15,400,000	82,000
20	F-525 (43)	FAP 525	N. Lake Shore Dr.	River to Monroe Street	ROW acquisition	3,700,000	40,000
21	F-525 (44)	FAP 525	N. Lake Shore Dr.	River to Monroe Steet	Founda. and structure	42,000,000	102,000
22	F-525 (51)	FAP 525	N. Lake Shore Dr.	River to Monroe Steet	Landscaping	1,000,000	65,000
23	F-525 (48)	FAP 525	N. Lake Shore Dr.	River to Huron Steet	Reconstruction	23,000,000	1,534,000
24	F-525 (53)	FAP 525	N. Lake Shore Dr.	@ Main branch of Chicago R.	Bridge reconstr.	9,950,000	590,000
25	F-525 (52)●	FAP 525	N. Lake Shore Dr.	@ Chicago Avenue	Ped. Underpass-reconstr.	1,900,000	35,000
26	F-525 (49)●	FAP 525	N. Lake Shore Dr.	@ Belmont & Fullerton Aves.	Ramp widen. & resurf.	1,000,000	16,000
27	M-5000(132)	FAU 2900	LaSalle Street	North of Chicago River	Viaduct rehab.	1,800,000	125,000
28	M-5000(101)	FAU 1419	Madison Street	@ California/Fifth St.	Channelization	230,000	18,000
29	M-5000(116)●	FAU 2911	Michigan Avenue	Chicago River to Grand Ave.	Viaduct repairs	5,000,000	85,000

(Continued on following page)

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CITY OF CHICAGO IMPROVEMENTS INCLUDED IN JOINT CITY-STATE
AGREEMENT FOR FAU(1) PRELIMINARY ENGINEERING GRANTS

No.	FEDRL.PROJ.#	ROUTE	STREET	LOCATION	IMPROVEMENT	ESTIMATED COSTS	
						Construction	Prelim.Engr.
30	M-5000(288)	FAU 1400	Ohio Street	Michigan Ave. to Orleans	Widen and resurf.	\$ 2,250,000	\$ 185,000
31	M-5000(286)	FAU 1399	Ontario Street	Michigan Ave. to Orleans	Widen and resurf.	1,250,000	115,000
32	M-5000(124)	FAU 1399	Ontario Street	N. LSD to Fairbanks	Temporary Widening	500,000	50,000
33	M-5000(290)•	FAU 1478	Pershing Road	Cottage Grove to I.C. RR.	New constr. & ROW acq.	4,300,000	223,000
34	M-5000(112)	FAU 1435	Polk Street	State St. to Clark (approx)	Rehab. and ROW acquis.	1,100,000	115,000
35	M-5000(134)	FAU 1407	Randolph Street	@ Chicago River	Bridge reconstr.	15,700,000	188,000
36	M-5000(133)	FAU 1407	Randolph Street	West of Chicago River	Viaduct rehab.	3,700,000	110,000
37	M-5000(109)	FAU 1407	Randolph Street	Field Blvd. to N. LSD	Reconstruction	10,650,000	100,000
38	M-5000(105)	FAU 2744	Ridge Avenue	Howard St. to Peterson	Reconstruction	6,165,000	415,000
39	M-5000(113)	Various	FAU routes	Various overpass bridges	Safety fencing	225,000	15,000
40	F-132 (47)	FAP 132	State Street	Roosevelt to Polk St.	Resurfacing	425,000	25,000
41	M-5000(50)	FAU 2929	Stony Island Ave.	70th St. to 64th St.	Widening	3,100,000	8,000
42	M-5000(110)	Various	FAU routes	Various river crossings	Submarine cables	1,000,000	115,000
43	M-5000(117)	FAU 1415	Washington Blvd.	@ Pulaski Road	Realignment	400,000	57,000
44	M-5000(201)	FAU 2899	Wells Street	@ Carrol Street	Viaduct reconstr (Ph I)	3,000,000	250,000
45	M-5000(120)	FAU 1474	35th Street	@ Cottage Grove Ave.	Channelization	400,000	8,000
46	M-5000(125)	FAU 1567	99th Street	@ Western Avenue	Channellization	300,000	10,000
47	M-5000(192)•	FAU 1586	122nd Street	Stony Island to Torrence	New construction	2,100,000	10,000
48	M-5000(136)	Various	FAU Routes	Various <u>Northside</u> locations	Resurfacing & Signals:	13,500,000	300,000
49	M-5000(135)	Various	FAU Routes	Various <u>Southside</u> locations	Resurfacing & Signals:	12,000,000	450,000
						TOTAL P.E.:	\$7,275,000

• = Other portion of grant listed on the FAU(2) P.E. City-State Agreement.

**Execution of Agreement Authorized Between City and State for
Preliminary Engineering (FAU III) for Various Project
Improvements.**

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:

SECITON 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois for Preliminary Engineering (FAU III) of projects in the City's Federal-Aid Urban System described therein, said agreement to be substantially in the following form:

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

WITNESSETH:

Whereas, the State and the City, in the interest of providing safe and efficient movement of vehicular and pedestrian traffic, are desirous of improving portions of various Federal-Aid Urban and Primary routes located in the City of Chicago; and

Whereas, the City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies, and a design report covering the improvements, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, rights-of-way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, the improvements included hereunder, together with the designated project numbers and estimated "Preliminary Engineering" and construction costs for each are listed on Exhibit A of this Agreement; and

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

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

Now, Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The City, either with its own forces or in conjunction with consulting engineering firms approved by the State and the Federal Highway Administration, shall make all surveys, compile the data and prepare the design and location studies, hold the required Public Hearings, make the environmental assessments and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the projects included hereunder, all of which are considered to be Preliminary Engineering.
2. The City has appropriated, or shall appropriate, such funds as are necessary to pay for the Preliminary Engineering as herein specified, and shall keep a complete and accurate breakdown for each separate activity included thereunder.

3. The State shall give administrative assistance and guidance to the City during the performance of said Preliminary Engineering, and shall review and submit to the Federal Highway Administration, without delay, all submittals which require Federal review, approval, or other action.
4. The State shall request Federal participation in the costs of the Preliminary Engineering, and shall reimburse the City for the State and Federal shares of said costs on the basis of periodic billings. These billings shall be supported by documentation as required by the State and the Federal Highway Administration, and if the engineering is performed by a consultant, the billings shall show evidence of payment by the City. Five percent (5%) of the sum of the State and Federal shares of Preliminary Engineering shall be withheld pending an audit of the City's records.
5. It is mutually agreed that the total cost of Preliminary Engineering described herein shall not exceed \$6,350,000, without prior approval of the State and the Federal Highway Administration.
6. It is mutually agreed that all costs which are determined to be ineligible for Federal-Aid participation, and all costs in excess of \$6,350,000, which are incurred without prior approval of the State and the Federal Highway Administration, shall be borne 100% by the City.
7. The City agrees to retain all individual project records and to make them available for audit by State and Federal auditors during the individual project development stages, and for a period of three years after final acceptance of each project by the Parties hereto.
8. It is mutually agreed that quarterly progress meetings will be held, at which all parties to this Agreement will report on the status of all phases of the work described herein. Such meetings will be called jointly by the City and the State.
9. It is mutually agreed that the division of cost for all Preliminary Engineering included under this Agreement shall be as follows:

Federal Share (75.18% of \$6,350,000) -	\$ 4,773,930
State Share (24.82% of \$6,350,000) -	\$ 1,576,070
10. It is mutually agreed that standard Federal-Aid procedures and requirements shall apply to all phases of all projects covered by this Agreement.
11. This Agreement shall be binding upon and inure to the benefit of parties hereto, their successors and assigns.
12. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to project budget items upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 5.

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

[Signature form omitted for printing purposes.]

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

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

[Exhibit A printed on page 1264 of the Journal.]

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

**Public Hearing Authorized for Creation
of Special Service Area Number 3.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a public hearing for the creation of a Special Service Area Number 3 in the area of West 63rd Street from Kedzie to Western Avenues.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Special Service Areas may be established pursuant to the provisions of Article VII, Section 6 (L) (2) and 7 (6) of the Constitution of the State of Illinois and pursuant to "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties," Ill. Rev. Stat. Ch. 120, 1301 et seq., and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, Pursuant to an ordinance adopted _____, 1983, the question of the establishment of the area hereinafter described as Special Service Area No. 3 was considered by the City Council of the City of Chicago at a public hearing held on _____, 1983, after giving due notice thereof as required by Ill. Rev. Stat. Ch. 120, 1305; and

WHEREAS, At the aforesaid public hearing all interested persons were given an opportunity to be heard on the question of the creation of the Special Service Area and on the question of an annual tax for special services as set forth in the Notice; and

(Continued on page 1265)

EXHIBIT A
CITY OF CHICAGO IMPROVEMENTS
INCLUDED IN JOINT CITY/STATE AGREEMENT FOR
FAU(3) PRELIMINARY ENGINEERING FUNDS

FEDERAL PROJECT	FA ROUTE	LOCATION	IMPROVEMENTS	COSTS (\$000's)	
				P.E.	CONSTRUCTION
1. M-5000()	3525	Albany at Lincoln/Peterson	Int. Imp.	30	200
2. M-5000()	2853	Ashland at Garfield and at 43rd	Int. Imp.	60	400
3. M-5000()	2853	Ashland 95th to 63rd	Resurf/Int. Imp.	400	4,000
4. M-5000()	1374	Belmont at Pulaski and at California	Int. Imp.	60	400
5. M-5000()	2853	Deverly at 99th	Int. Imp.	20	200
6. M-5000()	1398	Chicago Sedgwick to State	Resurf/Int. Imp.	60	600
7. M-5000()	2853 & 2875	Clark Howard to Belmont	Resurf/Int. Imp.	450	3,500
8. M-5000()	2919	Cottage Gr. 87th to 55th	Int. Imps. (4)	80	800
9. M-5000()	876	Halsted at 31st and at Pershing	Int. Imp.	60	400
10. M-5000()	876	Irving Park Central to Sacramento	Int. Imps. (4)	80	800
11. M-5000()	1422	Jackson Over ICG RR	Viaduct Rehab.	150	1,500
12. M-5000()	2935	Jeffrey 87th to 76th	Int. Imps. (3)	60	600
13. M-5000()	2905	Lafayette 95th to 87th	Resurf/Int. Imp.	100	1,000
14. M-5000()	2882	Larrabee North to Chicago	Resurf/Int. Imp.	100	1,000
15. M-5000()	2861	Loomis 87th to 55th	Reconstruct/Int. Imp.	500	5,000
16. M-5000()	2911	Michigan Over Chicago River	Bridge Rehab.	500	5,000
17. M-5000()	2911	Michigan 63rd to 47th	Resurf/Int. Imp.	200	2,000
18. M-5000()	2911	Michigan 115th to 99th	Int. Imps. (4)	80	8,000
19. M-5000()	1366	Montrose at Milwaukee and at Lincoln/Leavitt	Int. Imps.	60	400
20. M-5000()	3542	Ogden North to Hooker	Resurf/Int. Imp.	75	750
21. M-5000()	2868	Racine Grand to Jackson	Resurf/Int. Imp.	90	900
22. M-5000()		South Loop Connector - Cermak to 18th	New Construction	800	7,000
23. M-5000()	2907	State at 75th	Int. Imp.	20	200
24. M-5000()		Stony Island 122nd to 103rd	New Construction	450	2,500
25. M-5000()	1340	Touhy Kedzie to Sheridan	Resurf/Int. Imp.	250	2,500
26. M-5000()		Various Intersections - Citywide Locations	Signal Imps.	250	2,500
27. M-5000()		Various Viaducts - Citywide Locations	Clearance Imps.	250	2,500
28. M-5000()	1455	23rd St. Over ICG RR	Viaduct Rehab.	100	1,000
29. M-5000()	1465	31st St. Over ICG RR and LSD	Viaduct Rehab.	290	2,500
30. M-5000()	1489	47th St. Racine to Lake Park	Resurf/Int. Imp.	375	3,750
31. M-5000()	1519	63rd St. At Lawndale	Int. Imp.	30	200
32. M-5000()	1558	87th St. Halsted to State	Resurf/Int. Imp.	100	1,000
33. M-5000()	1563	93rd St. Stony Island to Yates	Resurf/Int. Imp.	100	1,000
34. M-5000()	2833	Sacramento Roosevelt to Elston	Resurf/Int. Imp.	120	1,500

TOTAL: 6,350

(Continued from page 1263)

WHEREAS, After considering the data, as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest and in the interest of the City of Chicago that said Special Service Area, as hereinafter described, be established; that said area is compact and contiguous and constitutes the principal shopping district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that is in the best interests of said area that the furnishing of the special services proposed be considered for the common interests of said area; and that said area is zoned to permit commercial purposes and will benefit specially from the services proposed to be provided. The proposed special services are unique and in addition to the municipal services provided by and to the City of Chicago as a whole; now, therefore,

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

SECTION 1. A Special Service Area to be known and designated as "City of Chicago Special Service Area No. 3" is hereby established and shall consist of the properties within the area bounded by:

1. The east-west running alleys immediately north and south of 63rd Street, from the middle of Bell Avenue to the middle of Central Park Avenue;
2. The north-south running alleys immediately east and west of Western Avenue, from the middle of 62nd Street to the middle of 64th Street;
3. The north-south running alley immediately west of Western Avenue and the middle of Claremont Avenue, from the middle of 62nd Street to the middle of that portion of 61st Street that is west of Western Avenue and to the east-west running alley immediately north of that portion of 61st Street that is east of Western Avenue; and
4. The north-south running alley immediately east of Kedzie Avenue and the westernmost lot line boundaries of the properties on the west side of Kedzie Avenue, from the middle of 62nd Street to the middle of 64th Street.

The legal description of the properties in said area and an accurate map of said area are attached hereto and made a part hereof as Exhibits 1 and 2, respectively.

SECTION 2. City of Chicago Special Service Area No. 3 is established to provide special services to that area in addition to services provided by and to the City of Chicago generally. Said special services may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. An annual tax shall be levied upon the property in the Special Service Area in an amount sufficient to produce revenues required to provide said special services. Said tax shall not exceed the sum of two percent of the equalized assessed value of the property within the Special Service Area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. Said tax shall not be levied on any properties that are otherwise exempt from property taxes.

Said tax revenues shall be disbursed to the Greater Southwest Business Growth Area Commission.

SECTION 3. There is to be established a Chicago Southwest Business Growth Area Commission consisting of nine members. Each Commission member shall be appointed to serve for a term of three years, or in the case of a vacancy appointment for the unexpired portion of a term of three years, and until a successor shall be appointed and qualified, except that of the nine initial Commission members, three members shall be appointed to serve for two years and three members shall be appointed to serve for one year. The Mayor, with the approval of the City Council, shall appoint

the nine initial Commission members, three each from lists of nominees submitted, respectively, by the Marquette Manor Chamber of Commerce ("Marquette Manor"), the Chicago-Lawn Chamber of Commerce ("Chicago-Lawn") and the Greater Southwest Development Corporation ("Greater Southwest"). Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by Marquette Manor, Chicago-Lawn and Greater Southwest. In the event of a vacancy on the Commission due to the resignation, death or inability to serve for other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by Marquette Manor, Chicago-Lawn or Greater Southwest to serve for the unexpired term. All said appointments of Commission members shall be made in such manner that the Commission shall include three members who shall have been appointed from lists of nominees submitted by each of Marquette Manor, Chicago-Lawn and Greater Southwest, respectively. All said appointments of Commission members shall be from the owners or lessees of property lying within the Special Service Area.

The Commission shall designate one member as the Chairman of the Commission, and he shall serve no more than two consecutive one-year terms. The Commission members shall serve without compensation.

The Commission shall establish a yearly budget, and shall advise the Mayor and City Council regarding annual taxes to be levied in the Special Service Area and the expenditure of budgeted funds. The Commission shall establish by-laws for its procedural operation, employ necessary personnel and perform such other functions in connection with the Special Service Area as are necessary to effectuate its purposes.

SECTION 4. The Special Service Area will be established and annual taxes will be levied to provide for said special services only for a period of five years from the date of passage of the proposed ordinance, unless reauthorized by the City Council.

SECTION 5. This ordinance shall become effective immediately upon the passage thereof.

[Exhibits I and II of this ordinance printed on pages 1267
through 1313 of this Journal.]

Authority Granted for Laying Water Mains at Sundry Locations.

The Committee on Finance submitted six proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith to grant authority to lay water mains at sundry locations.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

The following are said orders as passed:

Ordered. That the Commissioner of Water is hereby authorized to install water mains in the following streets:

(Continued on page 1314)

EXHIBIT 1

Special Service Area #3
(63rd/Western)Listing of Owners of Record/Legal Descriptions

(1)	19-13-324-003	American Natl Bank & Trust Trust #10001	Lot forty-one (41) in Block thirteen (13) in Cobe and McKinnon's 63rd St. and Kedzie Ave. subdivision of the West half (W 1/2) of the Southwest Quarter (SW 1/4) of Section thirteen (13), Township thirty-eight (38) North Range thirteen (13), East of the Third Principal Meridian in Cook County Illinois.
(2-9)	19-13-324-004, 005,006,007, 008,009,010 & 011	Marquette Natl Bank Trust #6100	Lots 33,34,35,36,37,38,39 and 40 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the South West quarter of Section 13, Township 38 North, Range 13, East of Third Principal Meridian, in Cook County, Illinois.
(10, 11)	19-13-324-012, 013	Gregory & Virginia Lialios	Lots thirty-one (31) and thirty-two (32) in Block thirteen (13) in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West half (W 1/2) of the South West quarter (SW 1/4) of Section thirteen (13) Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian.
(12)	19-13-324-014	Raymond D. and Ramona R. Bartz	Lot 30 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the west 1/2 of the south west 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(13)	19-13-324-015	Beverly Bank Trust #8-5136	Lots 26,27,28 and 29 in Block 13 in Cobe and McKinnon's 63rd and Kedzie Avenue Subdivision of the West 1/2 of the South West Quarter 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(14)	19-13-324-028	Raymond & Lorna Gavcus	Lots 24 and 25 and that part of Lot 23 described as follows: Commencing at the Northwest corner of Lot 23; thence East along the North line of said Lot 2 feet, 10 1/2 inches; thence South 48 feet, 9 inches, to a point 2 feet 11 inches East of the West line said Lot 3 feet, 1 inch; thence South 76 feet 3 inches to a point on the South line of said lot, 5 feet 11 3/8 inches East of the Southwest corner of said lot; thence West along South line of said lot, 5 feet 11 3/8 inches to the South-west corner of said lot; thence North along the West line of said lot to the place of beginning; all in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue subdivision of the west half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian.

(2)

- (15) 19-13-324-029 First Natl Bank of Cicero
Trust #6845

Lot 23 except that part described as follows: Commencing at the Northwest corner of Lot 23, thence East along the North line 2'-10 1/2"; thence South 48'-9" to a point 2'-11" East of the West line of said lot; thence East and parallel to the North line of said Lot 3'-1"; thence South 76'-3" to a point on the South line of said Lot 5'-11 3/8" East of the Southwest corner of said lot; thence West along the South line of said Lot to the Southwest corner of said lot; thence North along the West line of said lot to the point of beginning; all of lot 22 and that part of Lot 21 described as follows: Commencing at the Northwest corner of Lot 21, thence East along the North line 11'-10 5/8"; thence South and parallel to the West line of said Lot 32'-10 3/8"; thence West 10'-9 3/8" to a point 32'-6 1/2" South of the North line of said Lot and 1'-1 3/8" East of the West line of said lot; thence South and parallel to the West line of said Lot 9'-8 3/8"; thence East 1'-5 1/4" to a point 42'-2 7/8" South of the North line of said lot and 2'-6 5/8" East of the West line of said lot; thence South and parallel to the West line of said Lot 3'-2 3/8"; thence West 2'-6 5/8" to a point on the West line of said Lot 45'-5 1/4" South of the Northwest corner of said Lot; thence North along the West line of said Lot to the point of beginning; all in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West 1/2 of the south west 1/4 of section 13, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Subject to Easement over the East 5.50' of the South 30.30' of lot 22 from street level (+ 25.70 City of Chicago Datum to high point of skylight (+52.00)

- (16) 19-13-324-030 Western Natl Bank of Cicero
Trust #5948

Parcel 1:
Lot 20 in Block 13 in Cobe and McKinnon 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and that part of Lots 21 and 22 in aforesaid Block 13 described as follows: Commencing at the South East corner of aforesaid Lot 21, thence North in its East line a distance of 125.0 feet to its North East corner; thence West in the North line of aforesaid Lot 21 a distance of 13.45 feet to a point that is 11.55 feet East of the Northeast corner of aforesaid Lot 21; thence South in the Center line of a Brick wall (whose parapet measures .68 feet) and its prolongation North a distance of 32.57 feet to a point 0.34 feet North of the South face of a brick wall; thence West in the center line of a brick wall (whose parapet measures 0.68 feet) and its prolongation East and West a distance of 10.96 feet to the center line of the prolongation North and South of a brick wall (whose parapet measures 1.04 feet) thence South in last described center line a distance of 10.37 feet to a point

0.33 feet 0.33 feet South of the North face of a Brick Chimney, thence West in a line 0.33 feet South of the North face of aforesaid chimney a distance of 0.89 feet to a point in the prolongation North and South of the center line of a Brick Wall (whose parapet measures 0.68 feet) (last described center line being 0.34 feet West of the East line of Lot 22 in aforesaid Block 13); thence South in last described center line being 0.34 feet West of the East line of Lot 22 in aforesaid Block 13, thence South in last described center line (the North 2.86 feet being 0.34 feet East of and parallel to the West face of aforesaid Lot 22; thence East in the South line of aforesaid Lots 21 and 22 a distance of 25.34 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Easement appurtenant to and for the exclusive benefit of Parcel 1 over the East 5.50 feet of the South 30.30 feet of Lot 22 (except that part thereof falling in parcel 1) in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois for the use of stairway from sidewalk (Chicago City Datum) to skylight level of 52.00 feet (City of Chicago Data

Parcel 1 is subject to party wall and party wall rights.

(17- 19-13-324-031, Marquette Natl Bank
19) 032, 033 Trust #9231

Lots 16, 17, 18 and 19 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

(20) 19-13-324-034 Lee Montgomery

The South 14 feet of Lot 42 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(21) 19-13-324-035 John & Dimitra Maragos

Lot 42 (except the South 14 feet) and all of Lot 43 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(22, 23)	19-13-325-029, 030	LaSalle Natl Bank Trust #104136	Lots 24 & 25 Block 14 in Cobe and McKinnon's 63rd St. and Kedzie Ave. Subdivision of West 1/2 of South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(24)	19-13-325-031	David & Barbara Frankel	Lot twenty three (23) in Block Fourteen (14) in Cobe and McKinnon's sixty third Street and Kedzie Ave Subdivision of the West half of the south west quarter of section thirteen (13), township thirty eight (38) north, range thirteen (13), east of the third principal meridian, in Cook County, Illinois.
(25)	19-13-325-032	Edward Sherman Merkin	Lot twenty two (22) in block fourteen (14) in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the South West quarter of Section thirteen (13), township thirty eight (38) north, Range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois.
(26)	19-13-325-033	Natl Bank of Evergreen Pk Trust #4169	Lot 21 in Block 14 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West 1/2 of the North West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(27)	19-13-325-034	First Natl Bank of Cicero Trust #6579	Lots 16,17 and 18 in Block 14 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, IL.
(28)	19-13-325-035	Heritage Standard Bank & Trust Co. Trust #7864	Lots 16, and 17 in Block 14 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, IL.
(29)	19-13-326-030	Vito and Anna Falco	Lots Twenty-four (24) and Twenty-five (25) in Block fifteen (15) in Cobe and McKinnon's Sixty-third Street and Kedzie Avenue Subdivision of the West half 1/2 of the Southwest quarter 1/4 of Section thirteen (13) Township Thirty eight (38) North, Range thirteen (13), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois
(30)	19-13-326-031	Walter & Anna Jagiella	Lot Twenty-three (23) in Block Fifteen (15) in Cobe and McKinnon's sixty third (63rd) Street and Kedzie Ave. subdivision of the west half (w 1/2) of the South West quarter (sw 1/4) of section thirteen (13), township thirty-eight (38) north, range thirteen (13), east the the third (3rd) Principal Meridian.

(5)

- (31) 19-13-326-032 The Cosmopolitan Natl Bk
of Chicago Trust #25123 Lots 21 and 22 in Block 15 in Cobe
and McKinnon's 63rd Street and Kedzie
Ave. Subdivision of the West 1/2 of the
South west quarter of the Section 13,
Township 38 North, Range 13, East of
the Third Principal Meridian in Cook
County, Illinois.
- (32) 19-13-326-033 Raymond M. & Helen R. Hoeffken Lot Twenty (20) in Block fifteen (15)
in Cobe and McKinnon's 63rd Street and
Kedzie Ave. Subdivision of the West
half (w1/2) of the South west quarter
(sw1/4) of Section thirteen (13),
Township thirty-eight (38) north, Range
Thirteen (13), east of the Third Prin-
cipal Meridian, in Cook County, Illinois.
- (33) 19-13-326-034 James L. Bertucci Lots 16 to 19 inclusive in Block 15 in
Cobe and McKinnon's 63rd Street and
Kedzie Avenue Subdivision of the West
half of the Southwest quarter of
Section 13, Township 38 North, Range
13, east of the third Principal Meridi.
- (34) 19-13-327-030 Ronald & Geraldine Fornaciari Lots 24 and 25 in Block 16 in Cobe and
McKinnon's 63rd Street and Kedzie Ave.
Subdivision of the West 1/2 of the Sou
West 1/4 of Section 13, Township 38
North, Range 13, East of the Third
Principal Meridian, in Cook County, IL
also Lots 24 and 25 in Block 13 in Cob
and McKinnon's 63rd Street and Sacrame
Avenue Subdivision of the East 1/2 of
the South West 1/4 of Section 13;
Township 38 North, Range 13, East of t
Third Principal Meridian, in Cook Coun
Illinois.
- (35) 19-13-327-031 Horst D. and Giselle Petersen Lot 23 in Block 16 in Cobe and McKinno
63rd Street and Kedzie Ave. Subdivisic
of the West half of the Southwest quar
of Section 13, Township 38 North, Rang
13, East of the Third Principal Meridi
in Cook County Illinois.
- (36) 19-13-327-032 Republic Bank of Chicago
Trust #1027 Lots 21 and 22 in Block 16, Cobe and
McKinnon's 63rd Street and Kedzie Ave.
Subdivision of the west 1/2 of the
Southwest 1/4 in section 13, Township
38 North, Range 13 East of the Third
Principal Meridian, in the City of Chi
in Cook County, Illinois.
- (37) 19-13-327-033 Marquette Natl Bk
Trust #7081 Lot 20 Block 16 in Cobe and McKinnon's
63rd St. & Kedzie Ave. Subdivision of
West 1/2 of South West 1/4 of Section
13, Township 38 North, Range 13 East c
the Third Principal Meridian.
- (38) 19-13-327-038 American Natl Bk & Trust Co.
of Chicago Trust #39824 Lots 16,17, 18 and 19 in Block 16 in
Cobe and McKinnon's 63rd St. and Kedzi
Avenue. Subdivision of the west half
of the Southwest 1/4 of Section 13,
Township. 38 north, range 13, east of
the third Principal Meridian in Cook
County, Illinois.

(6)

- (39) 19-13-328-031 Amalgamated Trust & Svgs Bk
Trust #3461 Lots 24 and 25 in Block 13 in Cobe
and McKinnon's 63rd Street and Sacra-
mento Avenue Subdivision of the East
half (1/2) of the South West Quarter
(1/4) of Section 13, Township 38 North
Range 13 East of the Third Principal
Meridian in Cook County, Illinois.
- (40) 19-13-328-032 Jose J. and Estela Herrera Lot 23 in Block 13 in Cobe and McKinnon
63rd St. and Sacramento Ave. Subdivisi
of the east half of the southwest
quarter of Section 13, Township 38
North, Range 13 East of the Third
Principal Meridian, in Cook County, IL

(41) 19-13-328-033	Pioneer Trust & Savings Bank #17058	Lot 22 in Block 13 in Cobe & McKinnon 63rd and Sacramento Avenue Subdivision of the East Half of the Southwest Quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(42, 19-13-328-034, 43) 035	The Live Stock National Bank of Chicago #13681	Lots 18, 19, 20 and 21, in Block 13, Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter o Section 13, Township 38 North, Range East of the Third Principal Meridian, in Cook County, Illinois
(44) 19-13-328-038	Louis & Theresa Esposito	Lots 16 and 17 in block 13 in Cobe an McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Tow ship 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(45) 19-13-329-029	Standard Bank & Trust Co. Trust #2903	Lots Twenty-four (24) and Twenty-five (25) in Block Fourteen (14) in Cobe a McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half (E, 1/2) of the South West Quarter (S 1/4) of Section Thirteen (13), Townsh Thirty-eight (38) North, Range Thirte (13), East of the Third Principal Mer dian, in Cook County, Illinois
(46) 19-13-329-030	Roberto & Dora Rodriguez	Lot 23 in Block 14 in Cobe and McKinn 63rd Street and Sacramento Avenue Sub division of the East 1/2 of the South west 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(47- 19-13-329-031, 49) 032, 033	Marquette National Bank #6279	Lots Twenty (20), Twenty-One (21), ar Twenty-two (22) in Block Fourteen (14 in Cobe and McKinnons 63rd Street and Sacramento Avenue Subdivision of the East half (1/2) of the South West Qua ter (SW 1/4) of Section Thirteen (13) Township Thirty-eight (38) North, Ran Thirteen (13), East of the Third Prin cipal Meridian in Cook County, Illinc
(50) 19-13-329-034	Juan & Maria Benitez	Lot 19 in Block 14 in Cobe & McKinnon 63rd Street and Sacramento Avenue Sub division of the East half of the Sout west quarter of Section 13, Township North, Range 13, East of the Third Pr incipal Meridian in Cook County, Illinc
(51- 19-13-329-035, 53) 036, 037	First National Bank of Cicero #6579	Lots 16, 17 and 18 in Block 14 in Cob and McKinnon's 63rd Street and Sacra mento Avenue Subdivision of the East of the South West 1/4 of Section 13, Township 38 North, Range 13, East of Third Principal Meridian, in Cook Cou Illinois
(54. 19-13-330-030, 55) 031	Central Community Hospital	Lots 24 & 25 in Block 15 in Cove and McKinnon's 63rd Street & Sacramento A nue Subdivision of the East Half of t South West Quarter of Section 13, Tow ship 38 North, Range 13 East of the Third Principal Meridian, in Cook Cou Illinois

(56)	19-13-330-032	Felix P. & Antoinette L. Waitches	Lot Twenty-three (23) in Block Fifteen (15) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half (E 1/2) of the South West Quarter (SW 1/4) of Section Thirteen (13) Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois
(57)	19-13-330-033	Marquette National Bank #6637	Lot 22 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(58)	19-13-330-034	Vytautas & Janina Peseckas	Lot 21 in Block 15 in Cobe & McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(59, 60)	19-13-330-035, 036	Drovers Trust & Savings Bank #58128	Lots 19 and 20 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(61)	19-13-330-037	Marquette National Bank #7675	Lot 18 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(62)	19-13-330-038	Marquette National Bank #9556	Lots Sixteen (16) and Seventeen (17) in Block Fifteen (15) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West Quarter of Section Thirteen (13), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian in Cook County, Illinois
(63)	19-13-331-031	Marquette National Bank #7664	Lot 25 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(64)	19-13-331-032	Marquette National Bank #7664	Lot 24 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(65)	19-13-331-033	Angelo & Edvige Sena	Lot Twenty three (23) in Block sixteen (16) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois
(66)	19-13-331-034	Robert R. Peters	Lot 22 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

(67)	19-13-331-035	Mobil Oil Corporation	Lot 21 in Block 16 in Cobe & McKinnons 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(68)	19-13-331-036	Mobil Oil Corporation	Lot twenty (20) in Block sixteen (16) Cobe and McKinnons 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois
(69)	19-13-331-037	Mobil Oil Corporation	Lot 19 in Block 16 in Cobe & McKinnons 63rd and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(70)	19-13-331-038	Mobil Oil Corporation	Lot 18 in Block 16 in Cobe & McKinnons 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(71, 72)	19-13-331-039, 040	Mobil Oil Corporation	Lots 16 and 17 in Block 16 in Cobe and McKinnons 63rd and Sacramento Avenue, subdivision of the East half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(73)	19-13-423-020	Robert M. Clark	Lots 1 and 2 in Block 1 in Cobe and McKinnons 63rd Street Subdivision of Southeast quarter of the Southeast quarter of Section 13, Township 38 North, Range 13, and of the Northeast quarter of the Northeast quarter of Section 2 Township 38 North, Range 13, East of Third Principal Meridian, in Cook County, Illinois
(74-77)	19-13-423-021, 022, 023, 024	Harry Q. Rohde	Lots 3,4,5 and 6 in Block One in Cobe McKinnons 63rd Street Subdivision of Southeast Quarter of Southeast Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and Northeast Quarter of Northeast Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(78-83)	19-13-423-025, 026, 027, 028, 029, 030	Louis D. & Ruby S. Arkow	Lots 7 to 15 inclusive in Block 1 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 Section 24, Township 38 North, Range East of the Third Principal Meridian, Cook County, Illinois

(84)	19-13-423-031	Marquette National Bank Trust #4136	Lots 16 and 17 in Block 1 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of South East 1/4 of Section 13 and of North East 1/4 of North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
(85)	19-13-423-032	Adolph & Pauline Stopen	Lot 18 in Block 1 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, Township 38, North, Range 13 East of the Third Principal Meridian the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(86 - 90)	19-13-423-033, 034, 035, 036, & 037	McDonald's Corporation	Lots 19, 20, 21, 22, 23 and 24 in Block 1 Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(91, 92)	19-13-424-031 & 032	Marquette National Bank #8706	Lots 24 and 25 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(93)	19-13-424-033	Marquette National Bank #6930	Lot 23 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(94)	19-13-424-034	Terry & Marie Soo Hoo	Lot 22 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West Half of the South East Quarter of Section Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(95, 96)	19-13-424-035, & 036	Marquette Park Savings & Loan Association	Lots twenty (20) and twenty-one (21) in Block thirteen (13) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian.
(97)	19-13-424-037	Marquette Park Savings & Loan Association	Lot 19 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian.
(98)	19-13-424-038	Elmhurst Federal Savings & Loan	Lot 18 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the Southeast quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- (99
100) 19-13-424-041, & John P. Kelly & Eleanore Kelly
042 John Flynn & Mary Jane Flynn
- Lots Sixteen (16) and Seventeen (17) in Block Thirteen (13) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section Thirteen (13), Township Thirty Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.
- (101) 19-13-425-001 St. Rita Parish of the Augustinian Society of Chicago
- Block fourteen (14) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half (W 1/2) of the South East quarter (SE 1/4) of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian,
- (102, 19-13-426-031, & First National Bank of
103) 032 Cicero Trust #6827
- Lots 24 and 25 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the Southeast 1/4 of Section 13, Township 38 North, Range East of the Third Principal Meridian, in Cook County, Illinois
- (104) 19-13-426-033 Dennis and Donna Demsko
- Lot 23 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (105) 19-13-426-034 Rich Little & Robert Nommensen
- Lot (22) in Block (15) in Cobe and McKinnon's 63rd and California Ave, A subdivision of the West (1/2) of the South East (1/4) of Section 13, Township 38 North, Range 13 East of the Thrid Principal Meridian, in Cook County, Illinois.
- (106) 19-13-426-035 Marquette National Bank Trust #1435
- Lots twenty (20) and twenty one (21) in Block fifteen (15) in Cobe and McKinnon's Sixty-Third and California Avenue Subdivision of the West half South East quarter of Section thirte (13), Township thirty eight (38) Nor Range thirteen (13), East of the Thi Principal Meridian;
- (107) 19-13-426-036 Marquette National Bank Trust #9356
- Lot 19 in Block 15 in Cobe & McKinno 63rd Street and California Avenue Subdivision, being a subdivision of the West 1/2 of Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (108) 19-13-426-037 The Drovers Bank of Chicago Trust #73093
- Lot 18 in Block 15 in Cobe & McKinnn 63rd Street & California Avenue Subdivision of the West half of the Southeast Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian.
- (109) 19-13-426-038 The Steel City National Bank of Chicago Trust #1943
- Lots 16 and 17 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter Section 13, Township 38 North, Range East of the Third Principal Meridian in Cook County, Illinois.

- (110, 111) 19-13-427-030, & 031 Devon Bank Trust #1622
Lots 24 and 25 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (112) 19-13-427-032 Joseph Gustav Wagner & Hermina Wagner
Lot twenty-three (23), in Block sixteen (16), in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half (W 1/2), of the South East quarter (S.E. 1/4), of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
- (113) 19-13-427-033 Cicero State Bank Trust #1336
Lot twenty two (22) in block sixteen (16) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois.
- (114) 19-13-427-034 Vincent J. Grebliunas & Helen D. Grebliunas
Lot Twenty-one (21) in Block sixteen (16) in Cobe and McKinnon's 63rd and California Avenue Subdivision of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Thirteen (13), Township Thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.
- (115) 19-13-427-035 Zygmunt Kojak
Lot 20 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the Southeast quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (116) 19-13-427-036 Marquette National Bank Trust #749
Lot Nineteen (19) in Block Sixteen (16) in Cobe and McKinnon's 63rd Street and California Avenue subdivision of the West Half (W 1/2) of the South East Quarter (SE 1/4) of Section Thirteen (13), Township Thirty-Eight (38) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian.
- (117) 19-13-427-037 Lithuanian American Council, Inc.
Lot 18 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (118) 19-13-427-040 Achanasios J. Chicos
Lots 16 and 17 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(119, 120)	19-13-428-030, & 031	Marquette National Bank Trust #914	Lots twenty four (24) and twenty five (25) in Block five (5) in Cobe and McKinnon's 63rd Street Subdivision of fractional Sections thirteen (13) and twenty four (24), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.
(121)	19-13-428-032	John Bumblis & Nancy Bumblis	Lot twenty-three (23) in Block five (5) in Cobe and McKinnon's 63rd Street subdivision of the South East Quarter of the South East Quarter of Section thirteen (13) and the North East Quarter of the North East Quarter of Section twenty-four (24), all in Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
(122)	19-13-428-033	Marquette National Bank, Trust #3538	Lot 22 in Block 5 in Cobe and McKinnon 63rd Street Subdivision of the South East Quarter of the South East quarter of Section 13, and the North East Quarter of the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(123)	19-13-428-034	Tylka Bros. Press, Inc.	Lot twenty-one (21) in Block five (5) in Cobe & McKinnon's 63rd Street Subdivision of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirteen (13) and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section twenty-four (24), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.
(124, 125)	19-13-428-035, & 036	Talman Home Federal Savings & Loan Association of Illinois	Lots 17, 18, 19, and 20 in Block 5 in Cobe and McKinnon's 63rd Street subdivision of the South East Quarter of the South East Quarter of section 13 and the Northeast Quarter of the Northeast Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(126)	19-13-428-037	Walter Jagiella & Anna Jagiella	Lot sixteen (16) in Block five (5) in Cobe and McKinnon's Sixty Third Street subdivision of the South East Quarter of the South East Quarter of Section thirteen (13), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian and the North East Quarter of the North East Quarter of Section twenty four (24) Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.
(127, 128)	19-13-429-030, & 031	(City of Chicago) (Condemnation Title)	Lots 24 and 25 in Block 6 in Cobe and McKinnon's 63rd Street subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North Range 13, East of the Third Principal Meridian and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

(129, 19-13-429-032, & 130, 033,035 132)	Union National Bank of Chicago Trust #1631	Lots 20,22, and 23 in Block 6 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South east quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**
(131) 19-13-429-034	Roel John Trevino	Lot 21 in Block 6 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridia: in Cook County, Illinois.
(133, 19-13-429-036, & 134) 037	George Sejaan	Lots 18 and 19 in Block 6 in Cobe and McKinnon's 63rd Street subdivision of the South East 1/4 of the South East 1/4 of Section 13, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(135) 19-13-429-038	First National Bank of Blue Island Trust #83006	Lots 16 and 17 in Block 6 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(136, 19-13-430-027, & 137) 028	Marquette National Bank, Trust #10133	Lot 24 and 25 in Block 7 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13 and North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, all in Cook Count: Illinois.
(138) 19-13-430-029	Sylvia D. Estrada	Lots 21 and 23 in Block 7 in Cobe McKinnon's 63rd Street subdivision of South East quarter of South East quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois and the Northeast quarter of North East quarter of Section 24, Township 38 North, Range 13 East of t Third Principal Meridian in Cook County, Illinois.
(139) 19-13-430-030	Jose and Maria Bravo	Lot twenty (20) in Block Seven (7) in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter (S.E. 1/4) of the South East quarter (S.E. 1/4) of Section Thirteen (13), and the North East quarter (N.E. 1/4) of the North East quarter (N.E. 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North, Range thirte (13), East of the Third Principal Meridian, in Cook County, Illinois.

- (140) 19-13-430-031 Patrick J. Keane and
Anne Keane Lot 19 in Block 7 in Cobe & McKinnon's
63rd Street Subdivision of the South
East Quarter of the South East quarter
of Section 13 and of the North East
quarter of the North East quarter of
Section 24, all in Township 38 North,
Range 13, East of the Third Principal
Meridian.
- (141) 19-13-430-032 Chicago Title and Trust
Co. Trust #1074156 Lot 18 in Block 7 in Cobe and McKinnon
63rd Street Subdivision of South East
1/4 of the South East 1/4 of Section
13, Township 38 North, Range 13 East
of the Third Principal Meridian, in
Cook County, Illinois
- (142, 19-13-430-033, & William Roins
143) 034 Lots 16 and 17 in Block 7 in Cobe
and McKinnon's 63rd Street subdivision
of the Southeast 1/4 of the Southeast
1/4 of Section 13, Township 38 North,
Range 13, East of the Third Principal
Meridian and the Northeast 1/4 of the
Northeast 1/4 of Section 24, Township
38 North, Range 13 East of the Third
Principal Meridian in Cook County,
Illinois.
- (144 19-13-431-015, & Lake Shore National Bank,
to 016,017,018, Trust #1-4411
150) 019,020, and
021 Lots 1,2,3,4,5,6, and 7 in Block 8 in
Cobe and McKinnon's 63rd Street
Subdivision of the Southeast 1/4 of
the Southeast 1/4 of Section 13 and
the Northeast 1/4 of the Northeast 1/4
of Section 24, all in Township 38 North
Range 13 East of the Third Principal
Meridian in Cook County, Illinois..

- (151) 19-13-431-022 Josephine Wilson Lot 8 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (152) 19-13-431-023 Marquette National Bank, Trust #1630 Lot 9 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, Township 38 North, Range 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (153) 19-13-431-024 Parkway Bank and Trust Co. Trust #2915 Lot 10 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (154) 19-13-431-025 Parkway Bank & Trust Co. Trust #4701 Lots 11 and 12 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (155) 19-13-431-026 First National Bank of Cicero, Trust #3177 Lot 13 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision being a Subdivision of the South East quarter of the South East quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois and of the North East quarter of the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (156) 19-13-431-027 Marquette National Bank, Trust #9956 Lot 14 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (157) 19-13-431-028 Rosemary Galluzzo Lot 15 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast quarter of the Southeast quarter of Section 13, and of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- (158) 19-13-431-029 Marquette National Bank, Trust #5321 Parcel #1-Lots 16,17, and 18 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (159, 19-13-431-030, 160) & 031 Serafin Castillo, & Teresa Castillo Lots 27 and 28 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast quarter of the South East quarter of Section 13 and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (161, 19-13-431-032 162) & 033 Marquette National Bank, Trust #9001 Lots 25 and 26 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (163, 19-13-431-034, 164) & 035 Karen Olsen Lots 23 and 24 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (165) 19-13-431-036 American National Bank & Trust Co. of Chicago Trust #56797 Lots 19 to 22, Both inclusive in Cobe and McKinnon's 63rd Street Subdivision in the South East 1/4 of the South East 1/4 Section 13 East of the Third Principal Meridian, in Cook County, Illinois and the North East 1/4 of the North East 1/4 of Section 24 all in 38-13 East of the Third Principal Meridian, in Cook County, Illinois.
- (166) 19-14-427-015 Republic Savings and Loan Association (now First Federal) Lots 68,69,70,71 and 72 in Wilsc P. Conover's Subdivision of the South half of Block 9 and all of Block 16 (except the South 132 feet of the West 110 feet of the North half thereof) in Webb's Subdivision of the South East quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(167) 19-14-427-037	Republic Savings & Loan Association	Lots One (1), Two (2), Three (3), Four (4), and Five (5) in the Resubdivision of Lots Seventy-three (73) to Seventy-seven (77) inclusive in Wilson P. Conover's Subdivision of the South half (S 1/2) of Block Nine (9), and all of Block Sixteen (16) (except the South One Hundred Thirty-two (132) feet of the West One Hundred Ten (110) feet of the North Half (N 1/2) of Block Sixteen) in Webb's Subdivision of the South East quarter (SE 1/4) of Section Fourteen (14), Township Thirty-eight (38) North, Range Thirteen (13), East of Third Principal Meridian.
(168-19-14-428-020, & 171) 021,022,023	Southwest Federal Savings & Loan Association of Chicago	Lots 24, 25, 26, and 27 in Block 4 in Eberhart and Hammonds subdivision of all the lands West of Eberhart Avenue in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(172) 19-14-428-024	Southwest Federal Savings and Loan Association of Chicago	Lots 28 and 29 in Block 4 in Eberhart and Hammond's Subdivision of all of the land West of Eberhart Avenue in the South West 1/4 of the South East 1/4 in James Webb's Subdivision of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(173) 19-14-428-025	Vladimir Sokolovsky	Lot 30 in Block 4 in Eberhart and Hammond's Subdivision of all lands West of Eberhart Avenue in the South West quarter of the South East quarter in James Webb's Subdivision of the Southeast quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(174- 19-14-428-026, & 176) 027,028	Chicago City Bank & Trust Co. Trust #9563	Lots thirty-one (31), thirty-two (32), and thirty-three (33), in Block Four (4) in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the South West quarter of the South East quarter of Section fourteen (14), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.
(177) 19-14-428-029	Palos Bank & Trust Co. Trust #1-0775	Lot 34 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the South West quarter of the South East quarter Section fourteen (14) Township Thirty-Eight North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(178) 19-14-428-030	Anicetas Garba and Anele Garba	Lot 35 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue, in the South West 1/4 of the South East 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian.

(179, 19-14-428-031, 180) & 032	Anicetas Garba and Anele Garba	Lots 36,37,38 and 39 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the Southwest quarter of the Southeast quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(181) 19-14-428-033	Walter F. Fronczak	Lot 40 and Lot 41 in Block 4 in Eberhart and Hammonds Subdivision of all the land West of Eberhart Avenue in the South West quarter of the South East quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(182) 19-14-428-034	Marquette National Bank, Trust #7904	Lot 42 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the Southwest quarter of the Southeast quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian;
(183) 19-14-428-039	Anthony F. Mandl and Mary Mandl	Lots 43,44,45 and 46 in Block 4 in Eberhart and Hammond's Subdivision of all land West of Eberhart Avenue (now St. Louis Avenue) in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(184) 19-14-429-020	Peter Sakinskas and Julia Sakinskas	Lots seventy three (73), seventy four (74), seventy five (75) and seventy six (76) in Block fourteen (14) in James Webb's Subdivision of the South East quarter of Section fourteen (14) Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
(185) 19-14-429-021	Vasilis Kavouriaris & Nicolas Kavouriaris	Lot 77 in Block 14 in James Webb's subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(186) 19-14-429-022	Heim Pomerance and Bessie Pomerance, Carl Pomerance	Lot seventy eight (78) in Block fourteen (14) in James Webb's subdivision of the South East quarter of Section fourteen (14), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian.
(187) 19-14-429-023	Andrew Karas and Li Yun Karas	Lot 79 in Block 14 in James Webb's Subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the 3rd Principal Meridian, in Cook County, Illinois.
(188- 19-14-429-024, 190) & 025,026	The First National Bank of Evergreen Park Trust #1173	Lots Eighty (80), Eighty-one (81) and Eighty-two (82) (except the East 26/100 feet) in Block 14 in James Webb's subdivision of the South East quarter of Section fourteen (14), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois

(191) 19-14-429-027	James F. Tunney	Lot 83 and the East 26/100 feet of Lot 82 in Block 14 in James Webb's Subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(192) 19-14-429-028	O'Brien Family Realty Inc.	Lot 84 in Block 14 in James Webb's subdivision of the South East quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(193) 19-14-429-029	Ford City Bank Trust #360	Lot 85 in Block 14 in James Webb's subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(194) 19-14-429-030	Marquette National Bank Trust #2695	Lot 86 in Block 14 in James Webb's Subdivision of the Southeast quarter (1/4) of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(195) 19-14-429-031	Ursula Albina Aleks, & Salome Aleks	Lot eighty seven (87) in Block fourteen (14) in James Webb's Subdivision of the South East Quarter of Section fourteen (14), Township Thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian,
(196) 19-14-429-032	Bridgeview Bank and Trust Company Trust #1-0263	Lot 88 in Block 14 in James Webb's Subdivision of the Southeast quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.**
(197) 19-14-429-033	Norbert J. Bonney and Veronica D. Bonney	Lot 89 in Block 14 in James Webb's Subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridia in Cook County, Illinois.
(198) 19-14-429-034	Norman Hoffman and Bernard William Hoffman	Lot Ninety (90) in Block fourteen (14) in James Webb's Subdivision of the Southeast quarter of Section Fourteen (14), Township thirty eight (38) North, Range Thirteen (13) East of the Third Principal Meridian
(199) 19-14-429-035	Chicago National Bank Trust #15808	Lot Ninety One (91) in Block Fourteen (14) in James Webb's Subdivision of the South East quarter of Section Fourteen (14), Township Thirty Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
(200) 19-14-429-036	Stafac Inc.	Lots 92 to 96 both inclusive in Block 14 in James Webb's subdivision of the South East quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(201)	19-14-430-020	John & Betty Sarolas	Lot 25 in the Subdivision of the South 1/2 of Block 15 in Webb's Subdivision of the South East 1/4 of Section 14, Township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois, excepting therefrom that part if any falling in Homan Ave. and 63rd Street.
(202)	19-14-430-021	Marquette Natl Bank Trust #9959	Lot 26 in the subdivision of the south half of block 15 in Webb's subdivision of the southeast quarter of section 14, township 38 north range 13, east of the Third Principal Meridian in Cook County Illinois.
(203)	19-14-430-022	Arthur & Marilyn Sue Feldschriber	Lot 27 in subdivision of the south half of block 15 in James Webb subdivision of the southeast quarter of section 14 township 38 north, range 13, east of the Third Principal Meridian, in Cook County Illinois
(204)	19-14-430-023	Chicago Title & Trust Co. Trust #1081921	Lot 28 in subdivision of the south 1/2 of block 15 in Webb subdivision in the southeast 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, IL.
(205)	19-14-430-024	Charles D. Kolick	Lot 29 in Block 15 in subdivision of the south half (1/2) of Block 15 in Webb's subdivision of the south east quarter (1/4) of section 14, township 38 north, range 13, east of the Third Principal Meridian, known as 3348 West 63rd Street.
(206)	19-14-430-025	Garfield Ridge Trust & Svgs Bk Trust #74-6-1	Lot 30 and Lot 31 in the subdivision of the south 1/2 of block 15, in Webb's subdivision of the southeast 1/4 of section 14, township 38 north, range 13 east of the third principal meridian in Cook County, Illinois.
(207)	19-14-430-026	Bd of Trustees, Y.M.C.A.	Lot thirty-two (32) in the subdivision of the south half of block fifteen (15) in James Webb's subdivision, of the south east quarter (se 1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian.
(208)	19-14-403-027	Pioneer Bk & Trust Co. Trust #22428	Lot 33 in the subdivision of the south half of block 15 in Webb's subdivision of the south east quarter of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois.
(209)	19-14-430-028	Joseph Carrington & James Sheldon	Lot 34 in subdivision of the south 1/2 of block 15 in Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, IL.

(210 & 211)	19-14-430-029, 030	Heritage/Standard Bk & Trust Trust #7475	Lot thirty-five (35) and Lot thirty-six (36) in the subdivision of the south half (1/2) of block fifteen (15), in Webb's subdivision of the south east quarter (1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois
(212)	19-14-430-031	Heritage Standard Bk & Trust Trust #7475	Lot thirty-seven (37) in subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the south east quarter (1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois
(213)	19-14-430-032	Krzysztof Hejna	Lots 38 and 39 in the subdivision of the south half of Block 15 in Webb's subdivision of the south east quarter of section 14, township 38 north, range thirteen east of the Third Principal Meridian in Cook County, Illinois
(214)	19-14-430-033	Henry R & Barbara Dobrocky	Lot forty (40) in the subdivision of the south half of block fifteen (15) in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of Third Principal Meridian
(215)	19-14-430-034	Beverly Bank & Trust Trust #8-3667	Lot 41 in the subdivision of the south 1/2 of block 15 in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois
(216)	19-14-430-035	Joseph A. Herbert	Lot 42 in subdivision of the south half of block 15 in James Webb's subdivision of the south east quarter of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
(217)	19-14-430-036	Peter & Elizabeth Herbert	Lot forty-three (43) in the subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the South East quarter (1/4) of Section 14, township 38 north, range 13, east of the Third Principal Meridian
(218)	19-14-430-037	National Consolidated Industries	Lot forty-four (44), Lot forty-five (45) in the subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the southeast quarter (1/4) of section 14, town 38 north, range 13, east of the Third Principal Meridian
(219)	19-14-430-038	Beverly Bank Trust #8-5136	Lots 46, 47 and 48 in the subdivision of the south 1/2 of block 15 in Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois

- 220) 19-14-431-014 First Natl Bk of Blue Island Trust #570
 Lots one (1), two (2), three (3), four (4), and five (5) in Britigan's resubdivision of lots 111 to 115 both inclusive in Wilson P. Conover's subdivision of the south half (s 1/2) of block nine (9) and all of block sixteen (16) (except the south 132 feet of the West 110 feet of the North half (N 1/2) of block sixteen (16) in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian in Cook County, Illinois
- 221) 19-14-431-030 American Natl Bk & Trust Co. Trust #52049
 Parcel 1: Lots 122 and 123 in Wilson P. Conover subdivision of south 1/2 of Block 9 and (except the south 132 feet of the west 110 feet of the north 1/2) of block 16 in James Webb's subdivision south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois
 Parcel 2: Lots 16, 17 and 18 in block 1 in Eberhart's subdivision of blocks 1 & 2 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
- 222) 19-14-431-031 Marquette Natl Bank Trust #10267
 Lots 120 and 121 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16) in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois
- 223) 19-14-431-032 Ronald & Geraldine Fornaciari
 Lots 116, 117, 118 and 119 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16) in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian in Cook County, Illinois
- 224 & 19-14-431-034, Central National Bank
 26) 037 Trust #3752
 Lots 124, 125, 126, 130 and 131 in Wilson P. Conover's subdivision of the south half (s 1/2) of block nine (9) and all of block sixteen (16) (except the south one hundred thirty-two (132) feet of the West one hundred ten (110) feet of the North half (N 1/2) of said block sixteen (16), in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty eight (38) north, range thirteen (13) east of the Third Principal Meridian

- 225) 19-14-431-036 LaSalle Natl Bank
Trust #102419
- Lots 132,133,134,135,136,137,138 and 139 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all of block 16 (except the west 110 feet of the south 132 feet of the north 1/2 of said block 16) and that part of the lot 131 in Wilson P. Conover's subdivision lying westerly of a line drawn from a point in the north line thereof, 0.40 feet east of the north west corner of said lot to a point in the south line thereof 0.10 feet east of the south west corner of the said lot of the south 1/2 of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16), all in James Webb's subdivision in the south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois
- 227) 19-14-431-038 Central Natl Bank
Trust #24605
- Lot 127 (except the east 5 feet thereof) Lot 128 and that part of lot 129 lying easterly of a line drawn from the southwest corner of said lot to a point in the north line thereof 0.42 feet east of the northwest corner of said lot, all in Wilson P. Conover's subdivision of the south half of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north half of block 16), in Webb's subdivision of the southeast quarter of section 14, township 38 north, range 13, east of the Third Principal Meridian
- 228- 19-23-200-001, LaSalle Natl Bank
31) 002,003,004 Trust #36586
- Parcel 1: Lots 20,21,22 and 23 in block 4 in John F. Eberhart's Subdivision of the North East Quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- Parcel 2: All that part of West 63rd St., lying Northwesterly of and adjoining the Northwesterly line of Lots 22 and 23 and lying South of and adjoining the North line of Lot 21, produced North and lying East of and adjoining the West line of said Lot 23, produced North to its intersection with the North line of Lot 21, produced West, all in Cook County, Illinois
- 32) 19-23-200-005 Mary J & Katherine Kavouras
- The West 1 foot of lot 18 and all of Lot 19 in block 4 in John F. Eberhart's subdivision of the northeast 1/4 of section 23, township 38 north, range 13, east of the 3rd Principal Meridian in Cook County, Illinois
- 33, 19-23-200-006, Marquette Natl Bank
4) 007 Trust #9312
- Lot 17 and lot 18 (except the West 1 foot thereof) in block 4 in John F. Eberhart's subdivision of the northeast quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
- 35) 19-23-200-008 Southwest Federal Svcs
& Loan Assoc.
- Lot 16 in Block 4 in John F. Eberhart's subdivision of the north east quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois

(236 - 237)	19-23-200-009 010	Southwest Federal Svgs and Loan Assoc.	Lots 14 and 15 in Block 4 in John F. Eberhart's subdivision of the northeast 1/4 of section 23 township 38 north, range 13 east of the Third Principal Meridian all in Cook County, Illinois.
(238)	19-23-200-015	Felix Shelus	Lot eight (8) in block four (4) in John F. Eberhart's subdivision in the north east quarter of section twenty-three (23), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois.
(239)	19-23-200-016	City of Chicago	Lots six (6) and seven (7) in block four (4) in John F. Eberhart's subdivision of the northeast quarter of Section twenty-three (23), township thirty-eight (38) north, range thirteen (13) east of the Third Principal Meridian.
(240)	19-23-200-017	City of Chicago	Lots 4 and 5 in Block 4 in John F. Eberharts subdivision of the North East quarter of Section 23, township 38 North, range 13, east of the Third Principal Meridian.
(241)	19-23-200-018	Vince & Dana Bazis	Lot 3 in Block 4 in John Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the third principal meridian, in Cook County, Illinois.
(242-43)	19-23-200-019 020	Drovers Natl Bank Trust #72161	Lots 1 and 2 in block 4 in John B. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, IL.
(244)	19-23-200-058	Southwest Fed. Svgs & Loan Assoc.	Lots 9, 10, 11, 12 and 13 in block 4 in John F. Eberhart's subdivision of the northeast 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois.
(245-46)	19-23-201-001 002	Peter & Anastasia Gounis	Lots 22, 23 and 24 in Block three (3) in John F. Eberhart's subdivision of the north east quarter 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian in Cook County, Illinois.
(247)	19-23-201-003	Luis Y. Lim, Victorino S. Yu	Lot 21 in Block 3 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian in Cook County, Illinois.
(248)	19-23-201-004	James H. & Barbara C. Gibson	Lots 19 and 20 in Block 3 in John Eberhart's subdivision of the north east quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County IL.
(249)	19-23-201-005	Heritage Standard Bk & Trust Trust #8019	Lots 17 & 18 in block 3 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, IL.

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(250) 19-23-201-006 Steel City Natl Bank
Trust #1673

Lot 16 in Block 3 in John F. Eberhart
subdivision of the north east quarter
of section 23, township 38 north,
range 13 east of the Third Principal
Meridian, in Cook County, Illinois.

(251)	19-23-201-007	Marquette Natl. Bank, Trust #10062	Lot 15 in Block 3 in John F. Eberhart's Subdivision of N.E. quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(252)	19-23-201-008	Chicago Title & Trust Co. Trust #1066303	Lot 13 and 14 in Block 3 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(253)	19-23-201-009	Delbert W. and Barbara J. Allen	Lot 12 in Block 3 in John Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Mer- idian in Cook County, Illinois
(254)	19-23-201-010	Marquette Natl. Bank Trust #9072	Lot 11 in Block 3 in John F. Eberhart's subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(255)	19-23-201-011	National Bank of Evergreen Park Trust #3791	Lot 10 in Block 3 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, i Cook County, Illinois
(256)	19-23-201-013	James & R. Vasiliades	Lot 7 in Block 3 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(257)	19-23-201-014	Chicago Title & Trust Co. Trust #1080373	Lots 4-6 in Block 3 in John F. Eberhart Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(258)	19-23-201-015	Petras Pisinys	Lots 1 to 3, in Block 3, in John F. Eberhart's Subdivision of the North Eas 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(259)	19-23-201-034	Marquette National Bank #8922	Lots 8 and 9 in Block 3 in John F. Eberhart's Subdivision of the North Eas 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(260)	19-23-202-001	Owen F. & Barbara C. Davis	Lots twenty-three (23) and twenty-four (24) in Block two (2) in the Subdivisio of Blocks one (1) and two (2) in John F Eberhart's Subdivision of the North Eas quarter of Section twenty-three (23), Township thirty-eight (38) North, Range thirteen (13), East of the Third Prin- cipal Meridian
(261)	19-23-202-002	James T. & Sophia Tourlakes	Lot Twenty-two (22) in Block two (2) in the Subdivision of Blocks One (1) and Two (2) in John F. Eberhart's Subdivi- sion of the Northeast Quarter (NE 1/4) of Section twenty-three (23), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Merid- ian, in Cook County, Illinois
(262)	19-23-202-003	Anthony J. and Lucille Belgarbo	Lot 21 in Block 2, in the Subdivision o Blocks 1 and 2 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, i Cook County, Illinois

(263 - 19-23-202-004, 264) 005	The Exchange National Bank of Chicago #9996	Lots 19 and 20 in Block 2 in the Sub- division of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(265) 19-23-202-006	The Exchange National Bank of Chicago, Trust #9996	Lots 17 and 18 in Block 2 in the Sub- division of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(266) 19-23-202-007	William R. & Jean A. Dubina	Lot 16 in Block 2 in Subdivision of Blocks 1 and 2 in Eberhart's Sub- division of North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(267) 19-23-202-008	Giuseppe & Irene Saguto	Lot Fifteen in Block two (2) in John F. Eberhart's Subdivision of the North- east Quarter (NE 1/4) of Section twenty three (23), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
(268) 19-23-202-013	Alois & Magda Tripam	Lots One (1) and Two (2) in Block Two (2) in the Subdivision of Blocks one (1 and two (2) in Eberhart's Subdivision of the North East quarter of Section twenty three (23), Township thirty eigh (38) North, Range thirteen (13), East o the Third Principal Meridian
(269) 19-23-202-034	3323 Building Corporation	Lots 3,4,5,6,7,8,9,10,11,12,13, and 14 in Block two (2) in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridia
(270) 19-23-203-001	Chicago Title & Trust Co. #1077102	Lots 20,21,22,23, and 24 in Block 1 in Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Subject to general real es- tate taxes for the years 1979 and sub- sequent covenants, conditions and re- strictions of record; public and util- ity assements and roads and highways, if any; party wall rights and agreement if any; existing leases and tenancies, installments not due at the date hereof of any special tax or assessment for improvements heretofore completed.
(271) 19-23-203-002	Ford City Bank & Trust Co. #2865	Lot 19 in Block 1 in Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Merid- ian, in Cook County, Illinois
(272- 19-23-203-003, 274) 004, 005	American National Bank & Trust Co. of Chicago #52049	Lots 16,17 and 18 in Block 1 in Eber- hart's Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

(275)	19-23-203-006	Marquette National Bank #9875	Lots 13,14 and 15 in Block 1 in John F. Eberhart's Subdivision of the North-east 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(276)	19-23-203-007	Heritage Standard Bank & Trust Company #7284	Lot 10,11 and 12, in Block 1 in the Subdivision of Blocks 1 and 2, in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(277)	19-23-203-008	Union National Bank of Chicago Trust #2347	Lot 9 in Block 1 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridia in Cook County, Illinois
(278)	19-23-203-009	The Exchange National Bank of Chicago Trust #21658	Lot eight (8) in Block One (1) in John F. Eberhart's Subdivision of the North East Quarter (NE 1/4) of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, otherwise described and commonly known at 3219 W. 63rd Street, in the City of Chicago
(279)	19-23-203-010	Kevork & Vernabell Menasian, also known as Kegham & Vernabell Gopoian	Lot Seven (7) in Block One (1) in John F. Eberhart's Subdivision of the North East quarter (NE 1/4) of Section Twenty three (23), Township Thirty Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian
(280)	19-23-203-011	LaSalle National Bank #101826	Lots 5 and 6 in the Subdivision of Bloc 1 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook Count Illinois
(281)	19-23-203-012	The Steel City National Bank of Chicago, Trust #1524	Lot 4 in block 1 in Eberhart's Sub-division of blocks 1 and 2 in John F. Eberhart's Subdivision of the Northeast quarter of Section 23, Township 38 Nort Range 13, East of the Third Principal Meridian in Cook County, Illinois
(282)	19-23-203-013	Jerry & Meta Georgopoulos	Lot 3 in Block 1 in Eberhart's Sub-division of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian
(283)	19-23-203-014	The First National Bank of Blue Island #546	Lots One (1) and Two (2) in Block One (in the Subdivision of Blocks One (1) and Two (2) of John F. Eberhart's Subdiv-ision of the North East quarter (NE 1/4 of Section Twenty three (23), Township Thirty eight (38) North, Range Thirteen (13) East of the Third Principal Meridian in Cook County, Illinois
(284)	19-23-203-030	Chicago Transit Authority	Lots numbered forty-five (45), forty-si (46), forty-seven (47) and forty-eight (48) in Block one (1) in the Subdivisio of Blocks one (1) and two (2) in John F Eberhart's Subdivision of the North Eas Quarter of Section twenty-three (23) in Township thirty-eight (38) North, Range thirteen (13), East of the Third Prin-cipal Meridian

(285)	19-23-207-018	Marquette National Bank #7592	Lot 49 and the East 8 1/3 feet of Lot 50 in Block 1 in Subdivision of Blocks 1 and 2 of John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois
(286)	19-23-207-035	Central National Bank in Chicago #24971	Lots 95 and 96 in Block 1 in Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(287)	19-24-100-001	Stern Theaters	Lots 6,7,8,9 and 10 in Block 4 in Campbell's East Chicago Lawn Subdivision of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(288)	19-24-100-002	Antiqua Cassa Sherry Brener, Inc. A Delaware Corporation	Lot five (5) in Block four (4) in East Chicago Lawn, J.A. Campbell's Subdivision of the North Half (1/2) of the North West Quarter (1/4) of the North West Quarter (1/4) of Section Twenty-four (24) Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian
(289)	19-24-100-003	First National Bank of Blue Island Trust #632	Lots 3 and 4 in Block 4 East Chicago Lawn J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian
290)	19-24-100-004	Hane Asfour & Assad Dawud	Lot 2 in Block 4 in East Chicago Lawn, being a J.A. Campbell's Subdivision of the North half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois
291)	19-24-100-005	Central National Bank in Chicago Trust #22386	Lot one (1), in Block four (4) in East Chicago Lawn, being a J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian
292 - 294)	19-24-100-006, 007, 008	Chicago Title & Trust Co., Trust #32102	Lots Forty-four (44) to Forty-six (46), both inclusive in Block Four (4) in East Chicago Lawn, being J.A. Campbell's Subdivision of the West Half (W 1/2) of the North West Quarter (NW 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian
295)	19-24-100-009	Chicago Title & Trust Co., Trust #32304	Lots Forty-one (41), Forty-two (42) and Forty-three (43) in Block Four (4) in East Chicago Lawn, being a J.A. Campbell Subdivision of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of the North West Quarter (NW 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian

(296)	19-24-100-010	LaSalle National Bank #39274	Lot 40 in Block 4 in East Chicago Lawn in J.A. Campbell's Subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(297, 298)	19-24-100-011, 012	Marquette National Bank, Trust #8414	Lots 38 and 39 and the North 5 feet of Lot 37 in Block 4 in Campbell's East Chicago Lawn Subdivision of the West 1/2 of the North West 1/4 of Section 24 Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(299)	19-24-100-013	Drovers Trust & Savings Bank #5862	Lot 37 (except the North 5 feet) all of Lot 36 and the North 5 feet of Lot 35 in Block 4 in Campbell's East Chicago Lawn Subdivision of the West Half of the North West Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(300)	19-24-100-014	The Cosmopolitan National Bank of Chicago Trust #9035	Lot Thirty-Three (33) (except the South Twelve (12) feet thereof) and all of Lot Thirty-Four (34) and Lot Thirty-Five (35) (except the North Five (5) Feet thereof) in Block Four (4) in Campbell's East Chicago Lawn Subdivision of the West One Half (1/2) of the North West Quarter (NW 1/4) of Section Twenty-Four (24), Township Thirty-Eight (38) North, Range Thirteen (13) East of the Third Principal Meridian in Cook County Illinois

(301)	19-24-100-015	Frank F. Pipal	Lot 31 (except the South 5 feet thereof) and all of lot 32 and the South 12 feet of lot 33 in Block 4 in Campbell's East Chicago Lawn Subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(302)	19-24-100-016	Marquette National Bank Trust #1019	Lots twenty nine (29) and thirty (30) and the South five (5) feet of lot thirty one (31) in Block four (4) in Campbell's East Chicago Lawn Subdivision of the West half of the North West quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian;
(303)	19-24-101-001	The Lawndale Trust & Savings Bank Trust #7172	Lots 9 and 10 in Block 3 in East Chicago Lawn being J.A. Campbell's Subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(304)	19-24-101-002	Thomas & Lena Folino	Lot Eight (8) in Block three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section twenty-four (24), Township 38 North Range Thirteen (13) East of the Third Principal Meridian.
(305)	19-24-101-003	Ford City Bank & Trust Co, Trust #2367	Lot 7 in Block 3 in East Chicago Lawn J.A. Campbell's Subdivision of the North 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(306)	19-24-101-004	Chicago Title & Trust Co., Trust #1075295	Lot 6 in Block 3 in East Chicago Lawn, J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(307)	19-24-101-005	David M. Steadman Lina Steadman	Lot five (5) in Block three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North half (1/2) of the North West quarter (1/4) of the North West quarter (1/4) of Section Twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), West of the Third Principal Meridian, in Cook County, Illinois.
(308)	19-24-101-006	Drovers Trust and Savings Bank, Trust #1647	Lot four (4) in Block three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North half (N 1/2) of the North West quarter (NW 1/4) of the North West quarter (NW 1/4) of Section Twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
(309)	19-24-101-007	The Drovers National Bank of Chicago Trust #77197	Lots 2 and 3 in Block 3 in East Chicago Lawn, being J.A. Campbell's subdivision in the North half (1/2) of the North West quarter (1/4) of the North West quarter (1/4) of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(310)	19-24-101-008	The Drovers National Bank of Chicago, Trust #59255	Lot One (1) in Block Three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North one-half (N 1/2) of the North West one-quarter (NW 1/4) of the North West one-quarter (NW 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
(311)	19-24-102-001	The Salvation Army	Lots 8,9 and 10 in Block 2 in East Chicago Lawn J.A. Campbell's Subdivision of the North Half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, and commonly known as 3053-55 W. 63rd St., Chicago, Illinois.
(312)	19-24-102-002	Wayne Malecki	Lots 6 and 7 in Block 2 East Chicago Lawn being J.A. Campbell's Subdivision of North half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3047 West 63rd Street, Chicago, Illinois
(313)	19-24-102-003	Marquette National Bank, Trust #1085	Lot 4 and Lot 5 in Block 2 in East Chicago Lawn Subdivision being J.A. Campbell's subdivision of the North half of the North West quarter of the North Westquarter of Section twenty-four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
(314)	19-24-102-039	Lillian C. Slama	Lots 1,2, and 3 in Block 2 in East Chicago Lawn, J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North Range 13 East of the Third Principal Meridian;
(315, 316)	19-24-103-001, & 002	Chicago City Bank & Trust Co., Trust #10425	In Block One (1) in East Chicago Lawn J.A. Campbell's subdivision of the North half (1/2) of the Northwest quarter (1/4) of the Northwest quarter (1/4) of Section 24 Township 38 North Range 13 East of the Third Principal Meridian.
(317)	19-24-103-003	Harry W. Butts & Virginia Butts	Lots 7 and 8 in Block 1 in East Chicago Lawn, being J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(318)	19-24-103-004	Marquette National Bank Trust #3409	Lots 5 and 6 in Block 1 in East Chicago Lawn being J.A. Campbell's subdivision of North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(319)	19-24-103-005	Garfield Ridge Trust & Savings Bank Trust #77-79	Lot 4 in Block 1 in East Chicago Lawn, being J.A. Campbell's subdivision of the North half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.
(320)	19-24-103-006	Marquette National Bank, Trust #9072	Lot 3 in Block 1 in East Chicago Lawn, being J.A. Campbell's subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
(321, 322)	19-24-103-007, & 008	John S. & Marian Zaghlul	Lots 1 and 2 in Block 1 in East Chicago Lawn J.A. Campbell's subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(323)	19-24-104-001	Exchange National Bank of Chicago Trust #37875	Lot 10 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the West half of the East half of the Northwest quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.
(324)	19-24-104-002	James V. & Helen Mae Angone	Lot 9 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the West 1/4 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(325)	19-24-104-003	Vladas Simaitis and Aldona Simaitis	Lot 8 in Block 2 in East Chicago Lawn being Swannell's subdivision of the West Half of the East half of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(326)	19-24-104-004	Western National Bank of Cicero, Trust #8205	Lots 6 and 7 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the West half of the East half of the Northwest quarter of Section 24, Town- ship 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(327)	19-24-104-005	Daniel A. & Magdalena M. Ortiz	Lot 5 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the Wes 1/2 of the East 1/2 of the North West 1 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(328)	19-24-104-006	Nayef T. & Fatima M. Ali	Lot four (4) in Block 2 in East Chicago Lawn Swannell's subdivision of the West half of the East half of the Northwest quarter of Section 24, Town- ship 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

(329-331)	19-24-104-007, & 008,009	Marquette National Bank Trust #10021	Lots 1,2 and 3 in Block 2 in East Chicago Lawn, being J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(332)	19-24-105-001	Peter Bizic and Anna Bizic	Lot 10 in Block 1 in East Chicago Lawn being Swannell's subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(333)	19-24-105-002	Patrick Albergo	Lots 8 and 9 in Block 1 in East Chicago Lawn, Swannell's Subdivision of the West 1/2 of the East 1/2 of the NW 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(334)	19-24-105-003	Marquette National Bank, Trust #2090	Lot 7 in Block 1 in East Chicago Lawn Swannell's subdivision of the West half of the East half of the North West quarter of Section 24, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(335)	19-24-105-004	Josefina Calderon and Irene Castro	Lot 6 in Block 1 in East Chicago Lawn being Swannell's Subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(336)	19-24-105-005	Gus & Jennie Skly	Lot five (5) in Block one (1) in East Chicago Lawn, Swannell's subdivision of the West half (1/2) of the East half (1/2) of the North West quarter (1/4) of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridi.
(337)	19-24-105-006	Gus & Jennie Skly	Lot four (4) in Block one (1) in East Chicago Lawn, being Swannell subdivision of the West half of the East half of the North West quarter of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
(338)	19-24-105-007	Manuel & Amelia Valle	Lot 3 in Block 1 in East Chicago Lawn being Swannell's subdivision of the West 1/2 of the East 1/2 of the North-west 1/4 of Section 24, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(339, 340)	19-24-105-038, & 039	The Live Stock National Bank of Chicago, Trust #13550	Lots 1 and 2 in Block 1 of the East Chicago Lawn in J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois
(341)	19-24-106-001	Marquette National Bank, Trust #4265	Lots 9 and 10 in Block 2 in John Bain's Subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24 Township 38 North, Range 13 East of the Third Principal Meridian, in Cook Count Illinois.

(342)	19-24-106-002	Peter D. Angelos and Ritsa Angelos	Lot 8 in Block 2 in John Bain's subdivision of the East 1/2 of the East 1/2 of the Northwest 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois
(343)	19-24-106-003	Marquette National Bank Trust #3011	Lots Five (5), Six (6) and Seven (7) in Block two (2) in John Bain's subdivision of the East Half (1/2) of the East half (1/2) of the Northwest quarter (1/4) of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
(344)	19-24-106-004	Marquette National Bank, Trust #5267	Lot 4 in Block 2 in John Bain's subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois
(345)	19-24-106-005	Marquette Weatherstrip & Calking Co.	Lot 3 in Block 2 in John Bain's subdivision of the East 1/2 of the East 1/2 of the Northwest 1/4 of Section 24, Township 38 North, Range 13, East of the 3rd Principal Meridian in Cook County, Illinois.
(346, 347)	19-24-106-006, & 007	LaSalle National Bank, Trust #28144	Lots 1 and 2 in Block 2 in John Bains subdivision of the East half of the East half of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
(348)	19-24-107-001	Marquette National Bank, Trust #3935	** Lots Nine (9) and Ten (10) in Block one (1) in John Bain's subdivision of th East quarter (E 1/4) of the North West quarter (NW 1/4) of Section 24, Town- ship 38 North, Range 13, East of the Third Principal Meridian.**
(349)	19-24-107-002	Thomas Cahillane	Lot 8 in Block 1 in John Bain's Subdivision of the East half of the East half of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(350)	19-24-107-003	Thomas Cahillane	Lot Seven (7) in Block One (1) in John Bain's Subdivision of the East half (E 1/2) of the East half (1/2) of the Northwest Quarter (1/4) of Section Twenty four (24), Township Thirty eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
(351)	19-24-107-004	Nick Mansolas	Lot Six (6) in Block One (1) in John Bain's Subdivision of the East half (1/2) of the East Half (1/2) of the Northwest quarter (1/4) of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
(352)	19-24-107-005	Bruno & Vittena Skorniak	Lot Five (5) in Block One (1) in John Bain's Subdivision of the East half (E 1/2) of the East Half (E 1/2), of the Northwest Quarter (NW 1/4) of Section Twenty four (24) Township thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois

(353)	19-24-107-006	Marquette National Bank, Trust #4608	Lot 4 in Block 1 in John Bain's Subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(354)	19-24-107-007	Chicago City Bank & Trust Co., Trust #3044	Lot three (3) in block One (1) in John Bain's subdivision of the East half of the East half of the North West quarter of Section twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.
(355)	19-24-107-008	Republic Bank of Chicago Trust #1125	Lot 2 in Block 1 in John Bain's subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(356)	19-24-107-009	Demos K. Venes & Christine D. Venes	Lot 1 in Block 1 in John Bain's Subdivision of the East half of the East half of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(357, 358)	19-24-200-001, & 002	Marquette National Bank, Trust #7581	Lots 8,9 and 10 in Block 16 in Avondale Addition to Chicago, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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(359)	19-24-200-003	Seymour Siegel	Lot 7 in Block 16 in Avondale, a Subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(360-363)	19-24-200-004, 005, 006, 007	Chicago City Bank & Trust Company Trust #4889	Lots 3,4,5 and 6 in Block 16 in Avondale, a Subdivision of the West Half of the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian
(364)	19-24-200-008	Marquette National Bank Trust #illegible	Lots 1 and 2 in Block 16 in Avondale, a subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(365)	19-24-201-004	Jerry & Anna Liscak	Lot 7 in Block 9 in Avondale Addition to Chicago, a subdivision of the West Half of the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(366)	19-24-201-005	American National Bank & Trust Co. of Chicago Trust #52385	Lot 6 in block 9 in Avondale, A subdivisor of the West half (1/2) of the North East quarter (1/4) of section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(367)	19-24-201-043	Thomas A. Cain, Joanne C. Cain, & James A. Cain	Lots 8,9 and 10 in Block 9 in Avondale Addition to Chicago, being a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(368)	19-24-201-044	Marquette National Bank Trust #2310	Lots 1,2,3,4 and 5 in Block 9 in Avondale Addition to Chicago, being a subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(369)	19-24-202-001	Ajdin Mataj	Lots 9 and 10 in Block 8 in Avondale Addition to Chicago a Subdivision of the West Half of the North East Quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(370)	19-24-202-004	Charles P. Kal & Helen Kal	Lot 6 in Block 8 in Avondale, said Avondale being a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(371)	19-24-202-005	Pioneer Bank & Trust Co. Trust #7191	Lot 5 in Block 8 in Avondale, A Subdivision of the West half of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1872 in Book 1 of Plats page 89 as Document 49253 in Cook County, Illinois
(372)	19-24-202-006	Chicago City Bank & Trust Co. Trust #7482	Lot 4 in Block 8 in Avondale, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1872 in Book 1 of Plats Page 89 as Document #49253, in Cook County, Illinois

(373-375)	19-24-202-007, 008, 009	Marquette National Bank Trust #8803	Lots 1 to 3 in Block 8 in Avondale being a subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(376)	19-24-202-043	Capri School of Beauty Culture, Inc.	Lots 7 and 8 in Block 8 in Avondale an addition to Chicago, being a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(377)	19-24-203-001	Marquette National Bank Trust #9244	Lots 9 and 10 in Block 1 in Avondale, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(378)	19-24-203-002	Marquette National Bank #6722	Lots 7 and 8 in Block 1 in Avondale, a Subdivision of the West half of the North-east quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(379, 380)	19-24-203-003, 004	The Bensenville State Bank Trust #76-264	Lots 5 and 6 in Block 1 in Avondale, a Subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(381)	19-24-203-005	Alfredo Corral & Ernestina Corral	Lot 4 in Block 1 in Avondale, said Avondal being a Subdivision of West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(382)	19-24-203-006	Marquette National Bank Trust #8967	Lot 3 in Block 1 in Avondale, said Avondal being a subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(383)	19-24-203-007	John J. Riss & Edward Valestin	Lot 1 and 2 in Block 1 in Avondale, a Subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded of said Avondale recorded August 12, 1972 in Book 1 of Plats, page 89 as Document 49253 in Cook County, Illinois
(384)	19-24-204-001	Ronald Fornaciari & Geraldine Fornaciari	Lots 9 and 10 in Block 12 in Cobe & McKinnons 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, and of the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(385)	19-24-204-002	Jose Bravo & Maria Bravo	Lots 8 and 7 in Block 12 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(386)	19-24-204-003	American National Bank & Trust Co. of Chicago Trust #32179	Lots 5 and 6 in Block 12 in Cobe & McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

(387)	19-24-204-004	Marquette National Bank Trust #6867	Lot 4 in Block 12 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of th Third Principal Meridian in Cook County, Illinois
(388)	19-24-204-005	Marquette National Bank Trust #10123	Lot 3 in Block 12 in Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Sec- tion 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Prin- cipal Meridian in Cook County, Illinois
(389)	19-24-204-006	Heritage Standard Bank & Trust Co. Trust #7965	Lots 1 and 2 in Block 12 in Cobe and Mc- Kinnons 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Sec- tion 13, and the Northeast 1/4 of the Nort- east 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(390)	19-24-205-001	Alfonso R Rodriguez & Guadalupe S Rodriguez	Lot 10 in Block 11 in Cobe and McKinnons 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, & the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(391)	19-24-205-002	Rajeh Ibrahim & Sprayya Ibrahim	Lots 8 and 9 in Block 11 in Cobe & McKinne 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, & the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(392, 393)	19-24-205-003, 004	Felix Fernandez	Lots 6 and 7 in Block 11 in Cobe and Mc- Kinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Princip Meridian, in Cook County, Illinois
(394)	19-24-205-005	Marquette National Bank Trust #9944	Lots 4 and 5 in Block 11 in Cobe and Mc- Kinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Princip Meridian, in Cook County, Illinois
(395)	19-24-205-006	First National Bank of Morton Grove Trust #81109	Lot 3 in Block 11 in Cobe and McKinnons 63rd Street subdivision of the South East quarter of the South East quarter of Sec- tion 13 and of the North East quarter of North East quarter of Section 24, Townshi 38 North, Range 13, East of the Third Pri- cipal Meridian, in Cook County, Illinois
(396)	19-24-205-007	Anton Szymkiewicz and Constance Szymkiewicz	Lots one (1) and two (2) in Block eleven (11) in Cobe and McKinnons 63rd Street Su- bdivision of the South East quarter of the South East quarter of Section thirteen (1 and the North East quarter of the North East quarter of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principa Meridian, in Cook County, Illinois

(397)	19-24-206-001	Marquette National Bank Trust #2466	Lots 9 and 10 in Block 10 in Cobe and McKinnons 63rd Street Subdivision of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of section 13, Township 38 North, Range 13, East of the third principal meridian, and the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of section 24, Township 38 North, Range 13, East of the third principal meridian in Cook County, Illinois and commonly known as 2453-57 West 63rd Street, Chicago, Illinois and also known as the Southeast corner of 63rd and Campbell Avenue
(398)	19-24-206-002	Mary Klapel	Lot 8 in Block 10 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and of the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(399)	19-24-206-003	The First National Bank of Evergreen Park Trust #7034	Lots 6 and 7 in Block 10 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(400, 401)	19-24-206-004, 005	Maurice Freund & Dorothy Freund	Lots three (3), four (4) and five (5) in Block ten (10) in Cobe and McKinnons 63rd Street Subdivision of the South East Quarter of the South East Quarter of Section thirteen (13) and of the North East Quarter of the North East Quarter of Section twenty four (24), Township thirty eight (38) North Range thirteen (13) East of the Third Principal Meridian
(402)	19-24-206-006	Raymond Parks & Joanne Parks	Lots 1 and 2 in Block 10 in Cobe and McKinnons 63rd Street Subdivision of the Southeast quarter of the Southeast quarter of Section 13, and the Northeast quarter of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(403)	19-24-207-001	Marquette National Bank Trust #3048	Lots nine (9) and ten (10) in Block nine (9) in Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), and the North East quarter of the North East quarter of Section twenty four (24) Township thirty eight (38) North Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
(404, 405)	19-24-207-002, 003	Marquette National Bank Trust #1377	Lots seven (7) and eight (8) in Block nine (9) in Cobe and McKinnons 63rd Street Subdivision of South East quarter of South East quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian, and the North East quarter of North East quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian
(406)	19-24-207-004	Marquette National Bank Trust #1377	Lot six (6) in Block nine (9) of Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section thirteen (13) and of the North East quarter of the North East quarter of Section twenty four (24) Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois

- (407) 19-24-207-005 Marquette National Bank Trust #1377 Lot 5 in Block 9 in Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (408) 19-24-207-006 Marquette National Bank Trust #1377 Lots 1,2,3, and 4 in Block 9 in Cobe and McKinnons 63rd Street Subdivision of the Southeast quarter of the Southeast quarter of Section 13 and the Northeast quarter of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (409) 19-24-207-021 Marquette National Bank Lots forty one (41), forty two (42) and forty three (43) in Block nine (9) in Cobe and McKinnons 63rd Street Subdivision of the South East quarter (SE 1/4) of the South East quarter (SE 1/4) of Section thirteen (13), and of the North East quarter (NE 1/4) of the North East quarter (NE 1/4) of Section twenty four (24) Township thirty eight (38) North, Range thirteen(13) East of the Third Principal Meridian
- (410) 19-24-207-022 Marquette National Bank Lots 39 and 40 in Block 9 in Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13 and of the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian

(411- 19-24-207-023, 412) 024	Marquette Natl Bank	Lots 37 and 38 in block 9 in Cobe and McKinnon's 63rd Street subdivision of the southeast quarter of the southeast quarter of Section 13 and of the north east quarter of the north east quarter of Section 24, Township 38 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois
(413) 19-24-207-025	Marquette Natl Bank	Lots 36 in Block 9 in Cobe & McKinnon's 63rd Street subdivision of the South East 1/4 of the South East 1/4 of section 13 and of the North East 1/4 of the North East 1/4 of section 24, all in Township 38 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois
(414) 19-24-207-026	Marquette Natl Bank	Lot 35 in block 9 in Cobe and McKinnon's 63rd Street subdivision of the south east 1/4 of the south east 1/4 of section 13, Township 38 north, range 13, east of the Third Principal Meridian and the north east 1/4 of the north east 1/4 of Section 24, Township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
(415) 19-24-207-027	Marquette Natl Bank Trust #1377	Lot 34 in block 9 in Cobe & McKinnon's 63rd Street subdivision of the south east 1/4 of the south east 1/4 of section 13 and of the northeast 1/4 of the northeast 1/4 of section 24, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
(416, 19-24-207-028, 417) 029	Marquette Natl Bank	Lots 32 and 33 in Block 9 in Cobe and McKinnon's 63rd Street subdivision of the south east quarter of the south east quarter of section 13, township 38 north, range 13, east of the Third Principal Meridian, and the north east quarter of the north east quarter of section 24, township 38 north, range 13, east of the Third Principal Meridian
(418, 19-24-207-030, 419) 031	Marquette Natl Bank	Lots Thirty (30) and Thirty One (31) in Block Nine (9) in Cobe & McKinnon's 63rd Street subdivision of the South East Quarter of the South East Quarter of Section Thirteen (13), and the North East Quarter of the North East Quarter of Section Twenty Four (24), Township Thirty-Eight (38) North, Range Thirteen (13) East of the Third (3rd) Principal Meridian
(420- 19-24-207-032, 421) 033	Marquette Natl Bank	Lots 28 & 29 in Block nine (9) in Cobe & McKinnon's 63rd Street subdivision of the southeast quarter of the southeast quarter of section thirteen (13), and the northeast quarter of the northeast quarter of section twenty-four (24), Township thirty eight (38) north, range thirteen (13), east of the Third Principal Meridian
(422- 19-24-207-034, 423) 035	Marquette Natl Bank	Lots twenty-six (26) and twenty-seven (27) in block nine (9) in Cobe & McKinnon's 63rd Street subdivision of the southeast quarter of the southeast quarter of section thirteen (13) and of the northeast quarter of the northeast quarter of section twenty-four (24), township thirty-eight (38) north, range thirteen (13) east of the Third Principal Meridian, in Cook County, Illinois

(424- 429)	20-18-302-001- 006	Sears, Roebuck & Co.	Lots 52 to 57 inclusive, together with the vacated alley adjoining said lots, in Leighton's subdivision of lots 3 & 4 of block 5 (except the south 125 feet thereof) and all of block 4 in the subdivision of the south 1/2 of the southwest 1/4 of section 18, township 38 north, range 14, east of the Third Principal Meridian, Cook County, Illinois
(430, 431)	20-18-302-033, 034	Sears, Roebuck & Co.	Lots 34 to 51, inclusive, in Leighton's subdivision of lots 3 and 4 of block 5 (except the south 125 feet thereof) and all of block 4 in the subdivision of the south half of township 38 north, range 14 east of the Third Principal Meridian
(432- 435 & 443)	20-18-310-006, 007, 008, 009, & 039	Chicago Savings & Loan Association	Lots 22 to 33 both inclusive in Leighton's subdivision of lots 3 and 4 in block 5 (except the south 125 feet) and all of block 4 in the subdivision of the south half of the south west quarter of section 18, township 38 north, range 14, east of the Third Principal Meridian
(436, 437)	20-18-310-010, 011	William D & Rose A Burke	Lots twenty (20) and twenty-one (21) in Laughton's subdivision of block four (4) except the south one hundred twenty-five (125) feet of lots three (3) and four (4) in block five (5) in the subdivision of the south half (S 1/2) of the southwest quarter (SW 1/4) section eighteen (18), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian
(438)	20-18-310-012	Chicago Savings & Loan Association	Lots eighteen (18) and Nineteen (19) in Leighton's subdivision of Lots three (3) four (4) in block five (5) (except the south one hundred twenty five (125) feet thereof) and all of block four (4) in the subdivision of the south half of the south west quarter of section eighteen (18), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian
(439)	20-18-310-013	Chicago Savings & Loan Association	Lots sixteen (16) and seventeen (17) in Leighton's subdivision of Block four (4) and lots three (3) and four (4) of block five (5) (except the south 125 feet thereof) in the subdivision of the south half of the south west quarter of section 18, township 38 north, range 14, east of the Third Principal Meridian
(440)	20-18-310-036	John M. Gutrich	Lots 10 and 11 and the west one and nine-tenths feet of lot 9 in John P. Sheehan's subdivision of the south 125 feet of lots 3 and 4 in block 5 in the subdivision of the south half of the south west quarter section 18, township 38 north, range 14, east of the 3rd Principal Meridian, in Cook County, Illinois

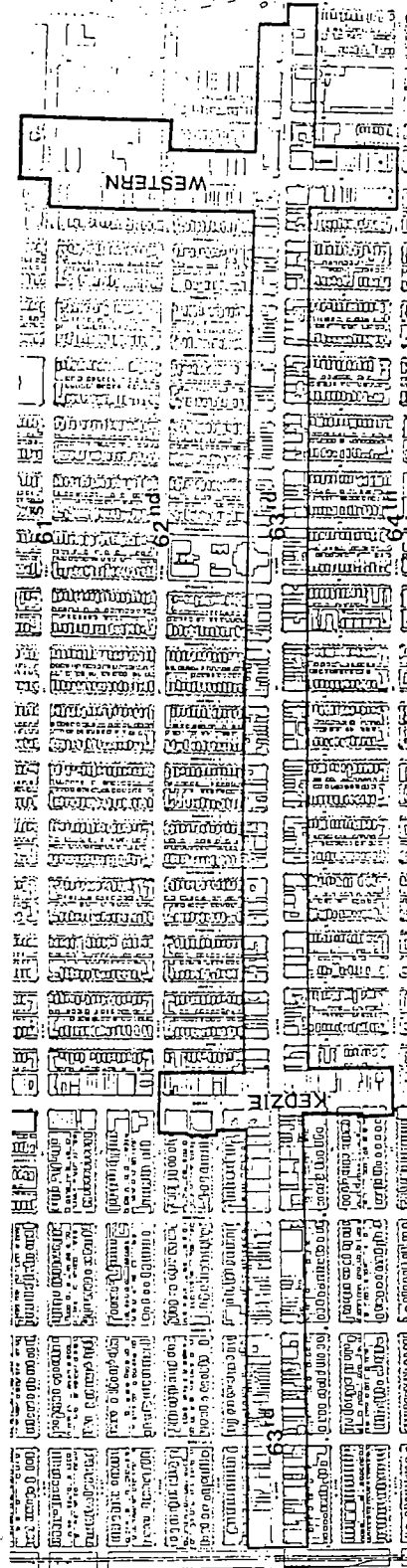
(441, 442)	20-18-310-037, 038	Illinois Bell	Lots 1 to 8 inclusive, and all of lot 9 except the west 1.90 feet thereof, in John P. Sheehan's subdivision of the south 125 feet of lots 3 and 4 in block 5 of the south half of the southwest quarter of section 18, township 38 north, range 14 east of the 3rd Principal Meridian
(444, 445)	20-18-311-036-8001, 8002	Northwestern Univ.	Lots 201,202,203,204,205,206,207,208,209 & 210, in E.A. Cummings subdivision of block 2 & 7, blocks 3 & 6 (except the east 340 feet thereof) & lots 1 & 2 in block 5, all in subdivision of the south half of the south west quarter of section 18, township 38 north, range 14 east of the Third Principal Meridian
(446)	20-18-312-001	Sears,Roebuck & Co.	Lot "A" consolidation of Lots 174 to 200, both inclusive and vacated alleys lying between said lots in E.A. Cummings subdivision of Blocks 2 & 1 & Blocks 3 & 6, (except the east 340 feet thereof) & lots 1 & 2 in block 5 in the subdivision of the south half (S 1/2) of the south west quarter (SW 1/4) of section 18, township 38 north, range 14, east of the Third Principal Meridian
(447)	20-19-100-001	Harris Trust & Savings Bank Trust #34967	Lots 8,9,10 and 11 in Block 16 in South Lynne, being a subdivision of the north half of section 19, township 38 north, range 14, east of the Third Principal Meridian, in Cook County, Illinois
(448)	20-19-100-002	Province of Our Mother of Good Counsel of the Augustinian Order	Lot 7 in Block 16 in South Lynne; being a subdivision of the North half of section 19, Township 38 north, range 14 east of the Third Principal Meridian in Cook County, Illinois, commonly known as 2349 W. 63rd St., Chicago, Illinois
(449-454)	20-19-100-003, 004, 005, 006, 007, 008	Province of Our Mother of Good Counsel of the Augustinian Order	Lots one, two, three, four, five and six (1,2,3,4,5 & 6) in Block sixteen (16) in South Lynne, & subdivision of the north half (N 1/2) of section nineteen (19), township thirty-eight (38) north, range fourteen (14) east of the Third (3rd) Principal Meridian
(455)	20-19-100-009	Exchange National Bank of Chicago Trust #34462	Lots 12,13,14,15 and 16 in Block 16 in South Lynne, a subdivision of the north half of section 19, township 38 north, range 14 east of the Third Principal Meridian, in Cook County, Illinois
(456)	20-19-100-015	Marquette Natl Bk Trust #9555	Lots twenty-two (22) and twenty-three (23) in block sixteen (16) in South Lynne, a subdivision of the north half (N 1/2) of section nineteen, township thirty-eight (38) North, range fourteen (14), east of the Third Principal Meridian in Cook County, Illinois
(457)	20-19-100-016	Louis P & Juel C O'Connell	Lot twenty four (24) in block sixteen (16) in South Lynne, a subdivision in the north half (1/2) of section nineteen (19), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian

(458, 459)	20-19-100-017, 018	Marquette Natl Bank Trust #10257	Lots 25 and 26 in Block 16 in South Lynne, a subdivision of the north half of section 19, in township 38 north, range 14, east of the Third Principal Meridian, in Cook County, Illinois
(460, 461)	20-19-100-019, 020	Eugene Gordon & Eileen Gordon	Lots 27 and 28 in block 16 in South Lynne, a subdivision of the north half of section 19, township 38 north, range 14 east of the Third Principal Meridian, in Cook County, Illinois
(462-467)	20-19-100-036-8001, 20-19-100-036-8002, 20-19-100-037-8001, 20-19-100-037-8002, 20-19-100-038-8001, 20-19-100-038-8002	City of Chicago (condemnation proceedings)	Lots 17,18,19,20 and 21 in Block 16 in South Lynne, a subdivision of the north 1/2 of section 19, township 38 north, range 14, east of the Third Principal Meridian in Cook County, Illinois
(468)	20-19-101-001	Province of Our Mother of Good Counsel of the Augustinian Order	Lots one (1) to forty-five (45) both inclusive in block fifteen (15) in South Lynne, being Vail's subdivision of the north half of section nineteen (19), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian
(469, 470)	20-19-102-004, 005	2237 W. 63rd Street Corporation	Lots 6 and 7 in Block 14 in South Lynne being Vail's subdivision of the North half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois
(471-475)	20-19-102-006, 007,008,009, 010	Illinois Bell Telephone Company	Lots 1 to 5 inclusive in block 14 in South Lynne being Vail's subdivision of the north half in section 19, township 38 north, range 14, east of the Third Principal Meridian
(476)	20-19-102-042	Province of Our Mother of Good Counsel of the Augustinian Order	Lots eight (8), nine (9), ten (10) and eleven (11) in block fourteen (14), in South Lynne, being Vail's subdivision of the north half of section nineteen (19) township thirty-eight (38) north, range fourteen (14) east of the Third (3rd) Principal Meridian

EXHIBIT II

SPECIAL SERVICE AREA NUMBER THREE

CHICAGO SOUTHWEST BUSINESS GROWTH AREA



(Continued from page 1266)

E. 72nd Street from S. Jeffrey Boulevard to S. Paxton Avenue, 1335 feet of 8-inch ductile iron pipe; in S. Merrill Avenue from E. 72nd Street to S. 73rd Street, 643 feet of 8-inch ductile iron water pipe, in E. 72nd Place from S. Jeffrey Boulevard to S. Merrill Avenue, 1010 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$390,778.44, chargeable to Account No. 200-8285-(7930).557.

The above work is to be done under Order No. 37390.

Ordered. That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In N. Wood Street from W. Armitage Avenue to W. Bloomingdale Avenue, 1290 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$179,324.58, chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37392.

Ordered. That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In N. Talman Avenue from W. North Avenue to W. Bloomingdale Avenue, 8 inches of 8-inch ductile iron water pipe

at the total estimated cost of \$168,519.41 chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37391.

Ordered. That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In E. 87th Street from S. Buffalo Avenue to S. Mackinaw Avenue, 439 feet of 12-inch ductile iron water pipe; in E. 88th Street to S. Buffalo Avenue to S. Mackinaw Avenue, 408 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$131,374.08, chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37399.

Ordered. That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In W. Thomas Street from N. Western Avenue to N. Oakley Boulevard, 618 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$93,473.41, chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37397.

Ordered. That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In N. Ostego Avenue from N. Oliphant Avenue to N. Oshkosh Avenue, 328 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$41,465.53, chargeable to Account No. 200-8285(7930).557.

The above work is to be done under Order No. 37386.

**City Comptroller Authorized and Directed to Issue Free Permit
to Church of Good Shepherd.**

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 Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge notwithstanding other ordinances of the City to the contrary, to the Church of Good Shepherd, No. 5700 S. Prairie Avenue for the construction of an elderly housing project on the premises known as No. 55 E. Garfield Boulevard.

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

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

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

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

Nays--None.

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

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

The Committee on Finance to which had been referred (July 27, 1983) two proposed ordinances transmitted therewith, to authorize issuance of license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

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

Nays--None.

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

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

Hospital.

Roseland Community Hospital Assn.

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

SECTION 1. That an annual fee for license as a Fuel Oil Storer, as provided in Section 173-20.3 of the Municipal Code of Chicago, is hereby waived and the Roseland Community Hospital Association, No. 45 W. 111th Street, is hereby exempted from the payment of such license fee for the year 1983.

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

Dispensary.

The Ark.

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 Department of Health, The Ark, No. 2341 W. Devon Avenue is hereby exempted from payment of the annual license fee provided in Section 118-4 for the year 1983.

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

**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 July 27, 1983 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Cortland Manor No. 1900 N. Karlov Avenue	A1-300522 (Elev.)	\$ 23.00

August 10, 1983

REPORTS OF COMMITTEES

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Illinois College of Podiatric Medicine No. 1001 N. Dearborn Street	D4-395251 (Sign)	\$ 1,261.30
Inner City Impact No. 2704 W. North Avenue	A1-210714 (Elev.)	23.00
	B1-216525 (Bldg.)	23.00
Northwest Home for the Aged, No. 6300 N. California Avenue	(Sign)	120.00
	F2-300177 (Fire Alarm Box)	10.00
Norwood Park Home, No. 6016 N. Nina Avenue	B4-200320	46.00
	B4-200322 (Fire Prev.)	46.00
	F4-230191 (Mech. Vent.)	102.50
Self Help Home for the Aged, No. 908 W. Argyle Street	A1-300253 (Elev.)	138.00
	C2-335979 (Refrig.)	109.00
University of Chicago No. 5801 S. Ellis Avenue	A1-300147	75.00
	A1-300450	23.00
	A1-300519	46.00
	A1-300521 (Elev.)	73.00
	B4-200569	23.00
	B4-300010	57.50
	B4-300011	57.50
	B4-300232 (Fire Prev.)	57.50
	P1-208529	60.00
	P1-324554	40.00
	P1-324556	35.00
	P1-324560 (Fuel Burn. Equip.)	40.00

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

Authority Granted for Installation of Alley Light
at No. 3740 W. 57th Pl.

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

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at No. 3740 W. 57th Place.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--48.

Nays--None.

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

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

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--48.

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 warrants, 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 warrants are to be drawn in the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular Orders printed on pages 1320 through
1322 of this Journal.]

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago

to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third Party Orders printed on pages 1323
through 1324 of this Journal.]

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING ISSUANCE
OF INDUSTRIAL REVENUE BOND FOR FRERO, INC.

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

CHICAGO, August 8, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication recommending a proposed ordinance concerning the issuance of an Industrial Revenue Bond in the amount of \$750,000.00, for a project to be cooperated by Frero, Inc., located directly east of 756-58 West North Avenue 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 15 members of the committee with 9 dissenting votes.

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

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

Whereas, the City of Chicago, Illinois (the "Issuer") is a duly organized and validly existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois as a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, the Issuer pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended, as the same is in effect on the date hereof (the "Enabling Ordinance"), is authorized and empowered to issue its industrial development revenue bonds for the purpose of making a loan of the proceeds thereof to finance the sum total of all reasonable or necessary costs incidental to the acquisition, construction, repair, improvement or extension of "projects" (as defined in the Enabling Ordinance) located within the municipal boundaries of the Issuer, without conveyance of said project to the Issuer to the end that the Issuer may create and preserve employment opportunities, encourage the development of business, industry and commerce, and promote the retention and expansion of existing commercial and industrial enterprises within the boundaries of the Issuer; and

(Continued on page 1325)

REPORT DATE 8/08/83
PROGRAM--PEROTD

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/10/83

REGULAR ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BECKER JEFFERY	POLICE OFFICER	FOURTEENTH DISTRICT	5/23/81	31.25
BECKH JESSE	POLICE OFFICER	SECOND DISTRICT	6/27/82	45.00
BRIDGES JESSE	POLICE OFFICER	SANITATION UNIT	5/26/77	32.00
CALABRESE WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/19/82	1575.00
DELLON JAMES	POLICE OFFICER	VICE CONTROL SECTION	11/20/82	116.50
ELLERMAN JOHN	POLICE OFFICER	FOURTH DISTRICT	12/10/82	185.00
GERRANGO JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	9/21/79	75.00
GLYNN KEVIN M	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/21/83	65.00
GURKA ROBERT	POLICE OFFICER	YOUTH DIVISION AREA FIVE	12/26/78	355.00
GREENWICH FRANK C	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	4023.49
HARDEN JERRY	SERGEANT	SIXTH DISTRICT	7/15/83	271.00
HAYES DENNIS	POLICE OFFICER	SEVENTEENTH DISTRICT	11/22/78	60.00
JACOBS MICHAEL R	POLICE OFFICER	SEVENTEENTH DISTRICT	9/27/79	28.00
JOHNSON CATHYLYN	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/12/76	50.00
KELLY PHILLIP J	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/20/82	75.00
KLENDZIOR EDWARD S	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	11/16/74	244.00
KETO FRED H	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTRATION	10/24/81	150.00
KLOPS MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	11/12/79	62.00
KUHL ALLEN F	POLICE OFFICER	FOURTEENTH DISTRICT	7/21/82	40.00
LARSON JAMES	POLICE OFFICER	SIXTH DISTRICT	4/23/83	764.75
MADIA RUSSELL	LIEUTENANT	TWELFTH DISTRICT	11/23/82	67.50
MALLOY DENNIS	POLICE OFFICER	FOURTH DISTRICT	4/30/83	331.25
MALONEY JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	4/16/83	124.00
MARIN RICHARD	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/83	55.00
MARSH JAMES	POLICE OFFICER	TRAINING DIVISION	4/25/83	256.00
MARTIN FRANK B	POLICE OFFICER	SECOND DISTRICT	4/15/83	154.40
MARTIN STEPHEN	POLICE OFFICER	SEVENTH DISTRICT	4/22/83	167.75
MCCARTHY JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/16/83	69.00
MCDERMOTT DORIS	POLICE OFFICER	SIXTEENTH DISTRICT	4/22/83	198.50
MCKEEVER MAUREEN	POLICE OFFICER	SIXTH DISTRICT	4/22/83	109.40
MCKINAB ROBERT	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/25/83	101.00
MICKELBROUGH JAMES H	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	3/24/82	135.00
MICKELBROUGH MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	4/27/83	147.00
MITCHELL STEVEN H	POLICE OFFICER	FIFTH DISTRICT	4/22/83	301.00
MIYAMOTO RICK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/24/83	48.00
MUSVEDA ANGELO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/18/83	50.00
MUSZOCK TONY	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	4/11/83	66.00
MYKAZA BRUNO	POLICE OFFICER	NINETEENTH DISTRICT	4/19/83	80.00
MYRAN JOHN	POLICE OFFICER	TENTH DISTRICT	4/22/83	132.50
MYRAN WILLIAM J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/25/83	105.25
NACK THOMAS	POLICE OFFICER	SECOND DISTRICT	4/27/79	50.00
PALMER JOSEPH	POLICE OFFICER	ENFORCEMENT SECTION	4/12/83	2396.00
PEARSON GARY	POLICE OFFICER	SEVENTEENTH DISTRICT	4/16/83	56.00
PEARSON JR DOLPHYS W	POLICE OFFICER	FOURTH DISTRICT	4/30/83	336.25
PETERSEN LLOYD T	POLICE OFFICER	NINETEENTH DISTRICT	4/22/83	110.00
PIRADZISZ DAVID J	POLICE OFFICER	TENTH DISTRICT	4/21/83	695.00
PUNELL JUANITA	POLICE OFFICER	RECRUIT TRAINING	1/23/81	120.00
PICE ROBERT D	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT CR	2/21/83	100.00
RANKUS JOHN J	POLICE OFFICER	FIRST DISTRICT	4/22/83	146.50

August 10, 1983

REPORTS OF COMMITTEES

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REPORT DATE 8/08/83
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/10/83

REGULAR ORDERS

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OPERATOR--HAR

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE ENTERED	VOUCHER TOTAL
HEINUS JOHN J	POLICE OFFICER	FIRST DISTRICT	4/22/83	186.75
ROBINSON ANTON	POLICE OFFICER	THIRD DISTRICT	4/22/83	119.00
POJERS PETER	POLICE OFFICER	NINTH DISTRICT	4/22/83	58.00
POUDAS TED J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/22/83	63.00
POUZAN DONALD	POLICE OFFICER	FIFTEENTH DISTRICT	4/23/83	219.00
POLE IRVING	POLICE OFFICER	NINETEENTH DISTRICT	4/14/83	33.00
POSSCELL ROBERT	POLICE OFFICER	NINTH DISTRICT	4/30/83	99.00
SANCHEZ RICARDO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/23/83	91.25
SASSO KATHRYN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/22/83	129.00
SCHULO PATRICIA	POLICE OFFICER	ELEVENTH DISTRICT	4/25/83	537.50
SHEEHAN THOMAS	POLICE OFFICER	FIFTH DISTRICT	4/25/83	176.00
SIMON EDWIN J	POLICE OFFICER	SIXTH DISTRICT	4/22/83	71.75
SMITH CHARLES	POLICE OFFICER	ELEVENTH DISTRICT	4/22/83	161.75
SPOCK PETER F	POLICE OFFICER	THIRD DISTRICT	4/22/83	120.00
SPIEGEL ROBERT J	POLICE OFFICER	EIGHTH DISTRICT	4/23/83	231.00
STEELE ROGER A	POLICE OFFICER	THIRTEENTH DISTRICT	4/13/83	113.00
STEPNEY MICHAEL L	POLICE OFFICER	THIRD DISTRICT	3/13/83	90.00
STEWART LAWRENCE	POLICE OFFICER	RECRUIT TRAINING	4/19/82	7662.50
STODDS CALVIN	POLICE OFFICER	FIRST DISTRICT	4/01/83	147.00
STODITSCH NORMAN R	POLICE OFFICER	NINTH DISTRICT	4/24/83	189.00
STODITSCH NORMAN R	POLICE OFFICER	NINTH DISTRICT	4/22/83	192.00
STUNEL STEPHEN J	POLICE OFFICER	TWENTIETH DISTRICT	7/19/79	106.00
SUCHARSKI KENNETH	POLICE OFFICER	SEVENTEENTH DISTRICT	4/16/83	56.00
SWATKOWSKI DANIEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/10/83	501.00
SWIDERSKI EDWARD	POLICE OFFICER	NINTH DISTRICT	4/10/83	63.00
TAYLOR ALBERT	POLICE OFFICER	SIXTH DISTRICT	4/24/83	140.75
TENZER JOSEPH H	POLICE OFFICER	TWELFTH DISTRICT	1/12/77	35.00
TURNER SARAH	POLICE OFFICER	SEVENTH DISTRICT	4/17/83	105.00
UNDERWOOD CLIFTON	POLICE OFFICER	SECOND DISTRICT	4/24/83	343.00
VALLEJO ALFREDO J	POLICE OFFICER	YOUTH DIVISION AREA FOUR	2/23/82	155.00
VITOK FRED	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/25/83	107.65
VOIGHT WILLIAM M	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	4/05/83	30.00
WELAT ROBERT	POLICE OFFICER	THIRTEENTH DISTRICT	4/12/83	104.00
WALLER THOMAS S	POLICE OFFICER	CANINE UNIT	4/23/83	132.50
WEST THOMAS	POLICE OFFICER	FIFTEENTH DISTRICT	4/23/83	90.00
WEST THOMAS	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	11/23/82	247.50
WHILLIHAN FRANK	POLICE OFFICER	TWENTIETH DISTRICT	4/18/83	50.00
WILKINSON ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/21/83	94.00
WILLIAMS CHARLES L	POLICE OFFICER	THIRD DISTRICT	4/22/83	118.00
WILSON DANIEL	POLICE OFFICER	CENTRAL DETENTION SECTION	4/17/83	253.70
WILSON JOHN	POLICE OFFICER	TWENTIETH DISTRICT	4/25/83	215.50
ZELAZO DANIEL	POLICE OFFICER	TWENTIETH DISTRICT	4/26/83	56.00
ZIMMERMAN THOMAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/23/83	297.70
ADGUTT EUGENE J	BATTALION CHIEF	ENGINE COMPANY 30	2/24/82	80.00
DEGALOW ANTHONY	FIREFIGHTER	TRUCK 51	4/17/83	856.75
COLEMAN BOYCE	FIREFIGHTER	ENGINE COMPANY 100	5/10/82	80.00
COLLINS FERRENCE	LIEUTENANT	ENGINE COMPANY 101	2/23/83	51.00
DOYLE KEVIN	FIREFIGHTER	ENGINE COMPANY 49	6/10/83	93.00
OYRA WILLIAM	FIREFIGHTER	TRUCK 53	5/31/83	137.00

REPORT DATE 8/08/83
PROGRAM--PERC70

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/10/83

REGULAR ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FIORITO JOSEPH	FIREFIGHTER	ENGINE COMPANY 57	2/12/82	213.00
GAUGHAN JAMES	FIREFIGHTER	TRUCK 29	5/22/83	163.00
GREIFLIT ROBERT	FIREFIGHTER	TRUCK 13	5/10/83	63.00
NOVAKO DAVID	FIREFIGHTER	ENGINE COMPANY 65	4/10/83	67.00
JORGUN OLIVER	FIREFIGHTER	ENGINE COMPANY 76	2/25/83	247.25
KLAUSS JOHN	FIREFIGHTER	ENGINE COMPANY 69	4/26/83	123.00
LAMHAM MARK	FIREFIGHTER	TRUCK 27	5/13/83	142.35
MCDONALD ROBERT	FIREFIGHTER	TRUCK 27	5/14/83	73.00
MOWLIN DERRICK L	FIREFIGHTER	ENGINE COMPANY 109	3/07/83	199.00
ODURNELL VINCENT	FIREFIGHTER	ENGINE COMPANY 20	5/25/83	127.00
PIWINSKI JOHN	FIREFIGHTER	SQUAD 2	5/24/83	199.00
PIWINSKI JOHN	FIREFIGHTER	SQUAD 2	5/23/83	186.50
PRALUCH DAVID	FIREFIGHTER	TRUCK 35	5/13/83	161.05
REED JAY	PARAMEDIC	AMBULANCE 43	3/11/83	130.00
REYES JUAN	FIREFIGHTER	TRUCK 53	5/05/83	122.10
RIFORIGATO GERALD	CAPTAIN	TRUCK 35	5/14/83	235.25
ROBINSON RONALD	FIREFIGHTER	TRUCK 36	6/01/83	145.07
ROBINSON SYLVIA	PARAMEDIC	AMBULANCE 6	4/02/83	113.00
RODRIGUEZ WILLIAM	FIREFIGHTER	ENGINE COMPANY 99	9/23/82	261.00
ROMANO THOMAS	FIREFIGHTER	ENGINE COMPANY 55	3/28/83	1597.63
ROTH GARY	FIREFIGHTER	SQUAD 1	4/29/83	730.75
SCHNEIDER EDWARD	FIREFIGHTER	ENGINE COMPANY 99	5/21/83	52.00
SERRATORE GREGORY	PARAMEDIC	EMERGENCY MEDICAL SERVICES HDQ	10/27/82	347.00
SIMPOLI ETZO	PARAMEDIC	AMBULANCE 11	12/27/82	35.25
SIMPOLI ETZO	PARAMEDIC	AMBULANCE 11	3/30/83	940.25
SLACKER JAMES	FIREFIGHTER	ENGINE COMPANY 54	6/23/83	70.00
SMITH EDWARD J	LIEUTENANT	TRUCK 35	5/22/83	132.40
SOLANO HECTOR	FIREFIGHTER	ENGINE COMPANY 107	3/07/83	217.50
SOLANO HECTOR	FIREFIGHTER	ENGINE COMPANY 107	5/11/83	257.35
SPAIN SAM	FIREFIGHTER	CANDIDATE TRAINING	3/27/83	372.00
STERLING RICHARD	LIEUTENANT	SQUAD 5	11/28/82	2335.00
STOREY RICHARD	FIREFIGHTER	ENGINE COMPANY 30	4/26/83	66.00
STRONG ERIC	FIREFIGHTER	ENGINE COMPANY 72	12/02/82	1598.73
SUNYA JAMES	PARAMEDIC	AMBULANCE 31	3/27/83	131.25
TAYLOR DEBORAH J	PARAMEDIC	AMBULANCE 10	2/14/83	13.80

REPORT DATE 8/09/83
REPORT--PIKOTO

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/10/83

THIRD PARTY ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INVOICED	VOUCHER TOTAL
BURKE	ROGER	POLICE OFFICER	ENFORCEMENT SECTION	12/26/82 250.00
BAFFE	PAUL F	POLICE OFFICER	FOURTEENTH DISTRICT	2/22/83 60.00
LOOL	ANTHONY	POLICE OFFICER	SAND CRIMES ENFORCEMENT DIVIST	3/01/83 2493.85
LOPOLCE	SALVATORE	POLICE OFFICER	NINETEENTH DISTRICT	3/26/83 1735.00
SLADANKA	ANTHONY M	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	10/06/82 5513.04
WATILS	STEVEN A	POLICE OFFICER	STATEMENT DISTRICT	3/17/83 222.00
WUOGH	DANIEL	POLICE OFFICER	STATEMENT DISTRICT	4/23/83 86.00
WUWYRE	JAMES G	POLICE OFFICER	FOURTEENTH DISTRICT	11/10/81 263.00
WULIN	ROBERT M	POLICE OFFICER	THIRD DISTRICT	4/01/83 302.00
WUOGH	CARL J	POLICE OFFICER	CRIME AND DRUG SECTION	12/25/82 4135.73
WILLER	GARYL	POLICE OFFICER	THIRTY-THIRD DISTRICT	4/10/83 169.00
WILLER	JULIUS	POLICE OFFICER	THIRD DISTRICT	4/10/83 313.00
WIZERA	ROBERT	POLICE OFFICER	SIXTH DISTRICT	9/22/82 76.50
WUWAM	ROBERT	POLICE OFFICER	NINETEENTH DISTRICT	4/16/83 115.00
WUWISKI	STANLEY	POLICE OFFICER	SEVENTH DISTRICT	4/30/83 135.00
WUWKA	ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	4/20/83 349.00
WUWISI	ANTHONY	POLICE OFFICER	EIGHTEENTH DISTRICT	1/12/83 123.00
WULL	FRANCIS	POLICE OFFICER	THIRTY-SECOND DISTRICT	4/26/83 28.00
WUWSKI	JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	4/20/83 396.00
WUWUS	ALBERT	POLICE OFFICER	FOURTH DISTRICT	3/16/83 150.00
WUWANG	JOSEPH S	POLICE OFFICER	FOURTEENTH DISTRICT	4/24/83 209.00
WUWIS	BENEDICT	POLICE OFFICER	FOURTEENTH DISTRICT	4/24/83 176.00
WUWISON	RICHARD	POLICE OFFICER	THIRD DISTRICT	4/01/83 317.00
WUWALSKI	JERRY J	POLICE OFFICER	THIRTY-FIFTH DISTRICT	2/02/83 5865.00
WUWENTIN	MILTON S	LIEUTENANT	FOURTEENTH DISTRICT	9/22/81 1565.00
WUWJ	NATHAN	POLICE OFFICER	SAND CRIMES ENFORCEMENT DIVIST	4/24/83 240.00
WUWCKOWSKI	RONALD	POLICE OFFICER	TENTH DISTRICT	4/25/82 25.00
WUWCKOWSKI	RONALD	LIEUTENANT	TENTH DISTRICT	4/25/82 20.00
WUWONS	WILLIAM	POLICE OFFICER	NINETEENTH DISTRICT	4/30/83 235.00
WUW	CHARLES M	POLICE OFFICER	TRAFFIC DIVISION ADMINISTRATION	4/22/83 176.00
WUW	JOHN S	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	4/17/83 171.00
WUWYSIAK	RAYMOND R	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/23/83 9254.00
WUWEL	MYLLIS	POLICE OFFICER	SEVENTH DISTRICT	4/25/83 143.00
WUWHER	MICHAEL A	POLICE OFFICER	NINETEENTH DISTRICT	1/26/83 11.55
WUWHER	DAVID	POLICE OFFICER	THIRTY-FIFTH DISTRICT	4/02/83 255.50
WUWKE	ROBERT J	POLICE OFFICER	YOUTH DIVISION AREA FOUR	4/10/83 536.50
WUWRAI	ELVID	POLICE OFFICER	ENFORCEMENT SECTION	4/13/83 141.00
WUWAKU	BRUCE	POLICE OFFICER	FOURTEENTH DISTRICT	4/30/83 5962.00
WUWAKEN	WILLIAM	POLICE OFFICER	NINTH DISTRICT	9/29/82 9632.74
WUWINGTON	JAMES	POLICE OFFICER	EIGHTH DISTRICT	4/23/83 107.00
WUW	ROBERT	POLICE OFFICER	SAND CRIMES ENFORCEMENT DIVIST	12/17/82 209.50
WUWEL	DAVID	POLICE OFFICER	THIRTIETH DISTRICT	9/13/82 1112.00
WUW	JACK	POLICE OFFICER	ELEVENTH DISTRICT	9/13/82 380.00
WUWUX	JOSEPH	POLICE OFFICER	SEVENTH DISTRICT	4/25/83 92.00
WUWYNA	ANDREW	FIREFIGHTER	SQUAD 1	4/25/83 191.00
WUWKE	JACK	CAPTAIN	TRUCK 53	4/14/83 265.00
WUWINS	WILLIAM	FIREFIGHTER	ENGINE COMPANY 38	2/07/83 108.00
WUWENAN	JOSEPH	FIREFIGHTER	SQUAD 1	4/25/83 226.55
WUWAND	KEVIN	PARAMEDIC	AMBULANCE 47	8/25/82 623.50

REPORT DATE 8/08/83
PROGRAM--PEROTO

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/10/83

THIRD PARTY ORDERS

PAGE 2
TERMINAL-- W1
OPERATOR--MAR

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GRON EDWARD	LIEUTENANT	ENGINE COMPANY 110	3/22/83	327.50
HURE THOMAS	PARAMEDIC	AMBULANCE 11	12/08/82	794.55
JULSEN MICHAEL	FIREFIGHTER	SQUAD 3	6/02/83	43.00
KRITKA VICTOR	PARAMEDIC	AMBULANCE 14	1/22/83	154.75
MILARY JOSEPH	PARAMEDIC	AMBULANCE 6	7/07/81	270.75
MCCARDY JAMES	LIEUTENANT	DISTRICT RELIEF 5	3/05/83	353.00
MICHELON ALBERT	FIREFIGHTER	ENGINE COMPANY 67	11/14/82	512.55
MILRY JOHN	FIREFIGHTER	TRUCK 4	4/09/83	153.00
PHILLIPS PERRY	FIREFIGHTER	TRUCK 50	3/12/83	2186.66
REILLY GERALD	FIREFIGHTER	ENGINE COMPANY 83	12/30/82	279.00
RICKERT RAYMOND	BATTALION CHIEF	DISTRICT HEADQUARTERS 3	3/21/83	119.50
THOMAS CECIL	FIREFIGHTER	ENGINE COMPANY 30	1/01/83	458.39

(Continued from page 1319)

Whereas, the Issuer in order to implement the public purposes enumerated in the Enabling Ordinance and in furtherance thereof adopted that certain resolution (the "Inducement") on December 27, 1982 to induce the Estate of Sam Rosen (the "Estate"), to acquire and construct a commercial building (hereinafter collectively referred to as the "Project"), located within the municipal boundaries of the Issuer, which Project will be of the character and will accomplish the public purposes enumerated in the Enabling Ordinance and the Issuer is willing to issue its economic development limited obligation revenue bonds to finance the Project upon terms which will be sufficient to pay all or a portion of the cost of acquisition and rehabilitation of the Project, and related expenses, all as set forth in the provisions of the Agreement, hereinafter defined; and

Whereas, the Estate has assigned the Inducement to Chicago Title and Trust Company, under trust dated June 30, 1983, known as Trust No. 1083915 as land trustee (the "Obligor"), for a certain land trust which now shall or shall prior to the issuance, sale and delivery of any bonds hereunder be the legal title holder of the Project and pursuant to which Fred Rosen, Jack W. Rosen and Sandra Gross (the heirs of the Estate) shall be the beneficiaries; and

Whereas, Fred Rosen (the "Guarantor") has agreed to personally guarantee the payment and performance of all the obligations of the land trust in connection with the Project; and

Whereas, Frero, Inc., an Illinois corporation, which will operate the Project, has agreed to Guarantee the payment and performance of all obligations of the land trust in connection with the Project; and

Whereas, it is estimated that the cost of acquisition and construction of the Project and related expenses including the cost relating to the preparation and issuance of the City of Chicago, Illinois Economic Development Limited Obligation Revenue Bonds (Frero, Inc. Project), Series 1983 (the "Series 1983 Bonds"), will not be less than \$750,000; and

Whereas, the Project will create and preserve employment opportunities and promote the retention of existing commercial business within the municipal boundaries of the Issuer; and

Whereas, the Issuer proposes to sell the Series 1983 Bonds upon a private negotiated basis to State National Bank; and

Whereas, payment of the principal of, premium, if any, and interest on the Series 1983 Bonds will be secured by a pledge and assignment of the Loan Repayments, as defined in the Agreement, and further secured by a Mortgage (as hereinafter defined); and

Whereas, the Issuer has been informed by its counsel that the Series 1983 Bonds shall be limited obligations of the Issuer and shall never be payable from the tax revenues, general funds, properties or other assets of the Issuer but shall be payable solely and only from the Security, as hereinafter defined, and that no holder of the Series 1983 Bonds shall have the right to compel any exercise of the taxing powers of the Issuer to pay the Series 1983 Bonds, the interest or premium, if any, thereon and that the Series 1983 Bonds shall not constitute a debt of the Issuer or loan or pledge of the credit of the Issuer within the meaning of any constitutional, statutory or charter provision; and

Whereas, the negotiations between the purchaser of the Series 1983 Bonds and the Obligor have been concluded and documentation prepared in substantially final form such that it is now deemed advisable to authorize the issuance, sale and delivery of the Series 1983 Bonds and the other matters pertaining thereto; now, therefore,

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

Section 1. Declaration of Public Purpose. It is hereby determined that the issuance, sale and

delivery of the Series 1983 Bonds and the loaning of the proceeds thereof to the Obligor to finance the acquisition and construction of the Project is an essential public purpose of the Issuer and will relieve conditions of unemployment and encourage the increase of commerce and industry within the Issuer, and thereby reduce the evils attendant with unemployment and provide for the increased welfare and prosperity of the residents of the Issuer and that the Project is a "project" as defined in the Enabling Ordinance.

Section 2. Issuance of the Series 1983 Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided and authorized herein and in that certain Trust Indenture by and between the Issuer and State National Bank (the "Trustee"), dated as of August 1, 1983 (the "Indenture"), the terms of which are hereby incorporated by reference, and pursuant to the authority and provisions of the Enabling Ordinance, the Series 1983 Bonds for the purpose of making a loan of the proceeds thereof to the Obligor in order to assist the Obligor in financing the cost of the acquisition and rehabilitation of the Project. The Series 1983 Bonds shall be issued in the amount of \$750,000 and shall, be designated, mature, bear interest, be subject to redemption and prepayment all as provided under the terms of the Indenture and the Bond Form Appendix attached thereto and a part thereof.

Section 3. Execution of Documentation. The Mayor and City Clerk of the Issuer are hereby authorized and directed to execute the Series 1983 Bonds, the Indenture, that certain Loan Agreement by and between the Issuer and Obligor, dated as of August 1, 1983 (the "Agreement"), the terms of which are hereby incorporated by reference, and that certain Bond Purchase Agreement by and between the Issuer and State National Bank, as Purchaser, dated as of August 1, 1983.

Section 4. Acknowledgment of Collateral Documents. It is hereby acknowledged and approved, as to form, that certain Mortgage, Assignment of Rents, Security Agreement and Financing Statement, dated as of August 1, 1983 from the Obligor to the Issuer and certain Guarantees, each dated as of August 1, 1983 from the Guarantor and Frero, Inc. to the Issuer and the Trustee.

Section 5. Limited Obligation. The Series 1983 Bonds shall be a limited obligation of the Issuer payable solely and only from the Security as defined and pledged and assigned in the Indenture. The Series 1983 Bonds shall not constitute a debt or a general obligation of the Issuer within the meaning of any statutory, constitutional or charter provision or limitation and shall never be payable from the tax revenues, general funds, properties or other assets of the Issuer but shall be payable solely and only from the Security.

Section 6. Lien on Loan Repayments. The Issuer hereby confirms its pledge and assignment of all of its right, title and interest in and to the Security as provided in the Indenture. The Issuer hereby creates and confirms the creation under the Indenture of a lien on the Loan Repayments all pursuant to the provisions of the Enabling Ordinance.

Section 7. Execution and Delivery of Other Documentation, Changes. In order to provide for the issuance, sale and delivery of the Series 1983 Bonds and the consummation of the transactions contemplated thereby and hereby the Mayor and the City Clerk are hereby authorized and directed to execute and deliver, in the name and on behalf of the Issuer the Bonds, the Bond Purchase Agreement, the Agreement and the Indenture in substantially the forms thereof submitted to the City Council, which instruments are hereby approved, with such changes therein not inconsistent with this Ordinance and not substantially adverse to the Issuer as may be permitted by the Enabling Ordinance and approved by the officials executing the same on behalf of the Issuer. The approval of such changes by such officials and the determination that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such revised instruments. The Mayor, the City Clerk, the Corporation Counsel and any Assistant Corporation Counsel, as may be appropriate, are further authorized and directed to execute and deliver such certificates, financing statements, assignments and instruments as are, in the opinion of bond counsel, necessary or appropriate to perfect the pledge and assignment set forth in the Indenture and to consummate the transactions contemplated by this Ordinance, the Bond Purchase Agreement, the Agreement and the Indenture.

Section 8. Acknowledgment of Assignment of Inducement. The Issuer hereby acknowledges and approves the assignment of the Issuer's Inducement, adopted December 27, 1982, by the Estate to the land trust.

Section 9. Severability. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Section 10. Captions. The captions or headings of this Ordinance are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of the Ordinance.

Section 11. Provisions in Conflict Repealed - Publication. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of the Ordinance are, to the extent of such conflict, hereby repealed. Ordinance shall be published by the City Clerk as required by law, and copies hereof shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

Section 12. Acknowledgment of Public Hearing. The action of the Commissioner of Economic Development in publishing a Notice of Public Hearing as required by the Tax Equity and Fiscal Responsibility Act of 1982 is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Finance Committee of the minutes of said public hearing held in the City of Chicago on May 23, 1983.

Section 13. Effective Date. This ordinance shall be in full force and effect immediately upon and after its passage.

[Trust Indenture, Loan Agreement, Bond Purchase Agreement, Corporate Guarantee Agreement, Individual Guarantee Agreement and Mortgage, Assignments of Rent, Security Agreement and Financing Statement are omitted for printing purposes.]

*Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING EXECUTION
OF AGREEMENT FOR GRANT TO CHICAGO PARK DISTRICT FOR
DEVELOPMENT OF SOUTH CHICAGO SPORTS FIELD
(Park No. 469).*

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

CHICAGO, August 8, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication recommending a proposed ordinance concerning the execution of a Contract for Community Development Block Grant funding for certain improvements at the South Chicago Sports Field located at 9300 South Brandon Avenue - Amount -\$400,000.00; 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.

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

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Whereas, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

Whereas, Community facilities and improvements are one of the specific areas for funding under this program; and

Whereas, The Chicago Park District is a body politic involved in the development and maintenance of park facilities in the City of Chicago; and

Whereas, The project has received the approval of the City of Chicago's Community Development and Housing Coordinating Committee; now, therefore,

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

Section 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, (incorporated herein by reference), in the amount of Four Hundred Thousand Dollars (\$400,000.00) is hereby granted by the City of Chicago to the Chicago Park District for use in facilitating the development of the South Chicago Sports Field Park No. 469.

Section 2. These funds are granted subject to an agreement entered into between the City of Chicago and the Chicago Park District, attached hereto.

Section 3. The Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago and the City Clerk is hereby authorized and directed to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

Section 4. The Commissioner of the Department of Planning is authorized to forward such counterparts to the United States Department of Housing and Urban Development and the Chicago Park District, together with any further documentation required by the Department of Housing and Urban Development.

Section 5. This ordinance shall become effective from and after its approval.

[Exhibits A and B printed on pages 1329 through
1341 of this Journal.]

Placed on File--MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council Place on File miscellaneous documents transmitted therewith. On motion of Alderman Burke the committee's recommendations were *Concurred In* and said documents were *Placed on File*.

The following is a summary of said documents:

A communication from the National Kidney Foundation of Illinois, Inc., dated August 2, 1983 concerning their Annual Audit for the year ending June 30, 1982.

A communication from the Infant's Aid organization, dated August 2, 1983 concerning financial statements made as of June 3, 1983.

(Continued on page 1342)

EXHIBIT A

AGREEMENTBETWEEN THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT

THIS AGREEMENT entered into this _____ day of _____, 1983, by the CITY OF CHICAGO, a Municipal Corporation, hereinafter referred to as the "CITY", and the CHICAGO PARK DISTRICT, a body politic, hereinafter referred to as "PARK DISTRICT".

WHEREAS, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation expenditure of funds for fiscal year 1983; and,

WHEREAS, the Community Development Program of the City of Chicago provides for funds to be allocated for "Community Facilities and Improvements", and

WHEREAS, the City of Chicago will provide a budgetary allocation from these "Community Facilities and Improvements", funds as a grant to the Park District entitled South Chicago, Sports Field (Park #469) the sum of \$400,000.00 for the purpose of constructing a sports field in the South Chicago Community.

NOW THEREFORE, in consideration of said grant, in the sum of FOUR HUNDRED THOUSAND and No/100 dollars (400,000.00) ("Grant"), to the Park District, the Park District agrees to perform as follows:

1. Scope of Services:

- (a) The Park District shall use the Grant to construct a sports field in Park #469, including preparation of preliminary engineering and cost estimates; necessary construction plans and specifications; and awarding construction contracts to implement said plans.
- (b) The grant of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the Park District.
- (c) All construction work will be contracted by the Park District in accordance with construction plans and specifications prepared by the Park District and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by the Park District under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding. All contractors shall be subject to the approval by the Department of Planning.

All contracts entered into and executed between the Park District and contractors shall expressly include the terms and conditions of Exhibit B attached hereto, as well as an affirmative statement that the contractor shall abide by all local, state and federal laws and regulations regarding, labor, wages and working conditions.

2. Time of Performance:

This Agreement shall be performed within 12 months from date of execution.

3. Compensation and Method of Payment:

(a) Compensation:

The Park District shall be reimbursed for improvements and costs actually expended pursuant to a budget set forth and made a part hereof as Exhibit A.

(b) Method of Payment:

The City shall make payment under this Agreement upon presentation of requisitions for reimbursement by the Park District. As often as determined by the City, the Park District will submit to the City, a requisition for reimbursement of actual expenditures incurred by the Park District in the performance of this Agreement and claimed as an allowable cost. The requisition shall be supported by documents evidencing the expenditures, and duly executed waivers of mechanics' liens from the party (s) to whom payment was made. Further, the requisition shall instruct the City where and to whom payments are to be made.

(c) Maximum Compensation:

It is expressly understood and agreed that, in no event will the total amount paid to the Park District hereunder exceed the maximum sum of \$400,000.00

4. Fund Chargeable:

Expenditures under this Agreement shall be payable from Fund No.

5. Park District agrees to make the City of Chicago coinsured with public liability insurance in the amount of \$500,000.00 for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and further agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein.

6. Terms and Conditions:

This Agreement is subject to the provisions of Part 2 entitled "General Conditions--Non-Discrimination" attached hereto and made a part hereof as Exhibit B.

7. Default:

In the event the Park District fails to perform its obligations pursuant to Sections 1, 2, 5 and 6 herein, City may, at its sole option, withdraw the Grant with no further obligations or responsibilities relating thereto.

8. Notices:

Notices and communications given or required under this Agreement shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner of the Department of Planning, Room 1000, City Hall, 121 North La Salle Street, Chicago, Illinois 60602: and to Esperanza School, addressed to Mr. Edmund L. Kelly, General Superintendent, 425 East McFetridge Drive, Chicago, Illinois 60605.

9. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

WITNESS WHEREOF, the CITY and the PARK DISTRICT have executed this contract as of the date first above written.

CITY OF CHICAGO

Mayor

Commissioner, Department of
Planning

CHICAGO PARK DISTRICT

Approved: _____
Comptroller

(Signature and Title of Authorized
Official) Edmund L. Kelly, General
Superintendent

APPROVED AS TO FORM AND LEGALITY

Assistant Corporation Counsel

Attest: _____ (Seal)
City Clerk



CITY OF CHICAGO EXHIBIT A
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROJECT BUDGET

NAME OF PROJECT

Park #469 - Athletic Field at 93rd and Brandon

NAME, ADDRESS, AND ZIP CODE OF LEAD AGENCY

Department of Planning

Room 1000, City Hall, Chicago, Illinois 60602

NAME, ADDRESS, AND ZIP CODE OF DELEGATE AGENCY

Chicago Park District

425 E. McFetridge Drive, Chicago, Illinois 60605

TYPE OF ENTITY - IS THE ENTITY A (Check applicable box or boxes)

☐

CITY DEPARTMENT

☒

PUBLIC AGENCY

☐

NEIGHBORHOOD-BASED

☐

PRIVATE (NONPROFIT)

☐

PRIVATE (PROFIT MAKING)

☐

OTHER (SPECIFY)

METHOD OF ALLOCATION - IF COST IS TO BE SHARED BY OTHERS ADD AN EXPLANATORY STATEMENT WHICH IDENTIFIES THE SHARING ENTITY (OR ENTITIES) AND THE METHOD OF ALLOCATION.

FUNDING SOURCE (Check)

☒

COMMUNITY DEVELOPMENT PROGRAM - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

☐

OTHER (Please Explain)

PROGRAM DESCRIPTION (Use this space to provide a very brief narrative description of the program.)

This program consists of the construction of an athletic field at property at 93rd Street and Brandon Avenue which is currently vacant.

BUDGET SUMMARY
(FOR CITY AGENCY ONLY)

PROJECT NAME Park #469 - So. Chicago Athletic Field FUND NUMBER 731
 LEAD AGENCY Department of Planning ACTIVITY NUMBER 3130
 DELEGATE AGENCY Chicago Park District

COST CATEGORY	ACCOUNT NUMBER	COMMUNITY DEVELOPMENT SHARE OF COST	OTHER SHARE	TOTAL COST
PERSONNEL SERVICES	000			
CONTRACTUAL SERVICES	100			
TRAVEL	200			
CONSUMABLE SUPPLIES	300			
PURCHASE OF EQUIPMENT	400			
PERMANENT IMPROVEMENT BUILDING OR STRUCTURE	500	\$400,000	0	\$400,000
LAND	600			
INDIRECT COSTS	801			
REHABILITATION LOANS AND GRANTS	802			
RELOCATION PAYMENTS AND ASSISTANCE	803			
MISCELLANEOUS REVENUE	900			
TOTAL		\$400,000	0	\$400,000

SUBMISSION:

Martin R. Murphy
 Signature of Lead Agency Official

Date

Edmund L. Kelly
 Signature of Delegate Agency Official

Date

Martin R. Murphy, Commissioner
 Name and Title (Type or Print)

Edmund L. Kelly, General Superintendent
 Name and Title (Type or Print)

APPROVAL:

Signature of C.D. Coordinating Committee Official

Date

Name and Title (Type or Print)

PART II GENERAL CONDITIONS
NON-DISCRIMINATION

EXHIBIT B

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, and the enforcement of said equal employment opportunity provisions and requirements, in seeing to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 332, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

CONTRACTORS AGREEMENTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.

the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole, or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

POSTING OF PERTINENT INFORMATION

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

REPORTING REQUIREMENTS

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

WAGES

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

(Continued from page 1328)

COMMITTEE ON ADMINISTRATION, REORGANIZATION AND PERSONNEL

Action Deferred--ON PROPOSED ORDINANCE AMENDING CHAPTER 25.1 OF
CHICAGO MUNICIPAL CODE CONCERNING THE DEPARTMENT OF
PERSONNEL.

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

CHICAGO, August 9, 1983.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization and Personnel, to which was referred on July 27, 1983, a proposed ordinance to amend Section 25.1-3 of Chapter 25.1 of the Chicago Municipal Code, begs leave to recommend that Your Honorable Body Pass said proposed substitute ordinance, transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with 4 dissenting votes.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. Paragraph (5) of Section 25.1-3 of Chapter 25.1 of the Chicago Municipal Code is hereby repealed; and paragraphs (6) through (13) of said Section 25.1-3 are hereby renumbered as paragraphs (5) through (12), respectively.

Section 2. Paragraph (13) of Section 25.1-3 of Chapter 25.1 of the Chicago Municipal Code, herein renumbered as paragraph (12), is hereby amended, the amended and renumbered paragraph (12) to read as follows:

(12) Career Service employees, consisting of employees in all other positions and occupational classes than in 1 through 11 [12] above.

Section 3. Section 25.1-11.1 is hereby added to Chapter 25.1 of the Chicago Municipal Code, immediately following 25.1-11, the added Section 25.1-11.1 to read as follows in Italics:

Section 25.1-11.1. Employees in the Departmental Employment Service as of the effective date of this amendatory ordinance of 1983 shall automatically become, upon the completion of one year of cumulative employment without further examination, career service employees with all tenure, layoff, rehire and other rights vested by this Chapter and by the rules adopted thereunder, and are so designated hereby. Such departmental employment service employees with less than 1 year of employment shall automatically become and are hereby designated as provisional employees in the Career Service, subject to the provisions of this Chapter and the rules adopted hereunder pertaining thereto. Provided, however, that all employees who were Departmental Employment Service employees immediately prior to the effective date of this amendatory ordinance of 1983 shall be credited with all of their prior continuous service in the Departmental Employment Service for all tenure and seniority purposes.

Section 4. Paragraph (10) of Section 25.1-5 of Chapter 25.1 of the Chicago Municipal Code is hereby amended, the amended paragraph (10) to read as follows:

(10) For lay-offs in the career service, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization, and for re-employment of employees so laid off; *provided, however, that all laid-off career service employees shall be rehired, or offered to be rehired, to their former positions (or their functional equivalent) in the order of their cumulative seniority in city employment, before such positions may be filled by others. The rules shall provide reasonable standards for crediting previous non-continuous city employment for seniority purposes, and may provide for such credits for tenure and hiring purposes.*

Section 5. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON ECONOMIC DEVELOPMENT.

Conditional Approval Given for Industrial Revenue Bond
for Construction Project by Madison Street
Partnership for Lease by HydroAire, Inc.

The Committee on Economic Development submitted the following report:

CHICAGO, August 4, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration an ordinance referred by the Honorable Harold Washington, Mayor, on July 27, 1983, said ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,125,000 for the construction of a project by Madison Street Partnership, an Illinois limited partnership, to be leased to HydroAire, Inc., a Delaware corporation, begs leave to recommend that Your Honorable Body do *Pass* said ordinance.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development

of the City of Chicago (the "Department") and the office of the Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$1,125,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Madison Street Partnership, an Illinois limited partnership, and leased to HydroAire, Inc., a Delaware corporation, to be used as a manufacturing, repair, storage and office facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, As a requirement of the Tax Equity and Fiscal Responsibility Act of 1982, a public hearing must be held in the City of Chicago, Illinois on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$1,125,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof by reference and to be published on a date and in a manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

SECTION 4. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

[Memorandum of Agreement printed on
pages 1345 through 1348 of this Journal.]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Madison Street Partnership, an Illinois limited partnership (the "Borrower").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Borrower proposes to acquire land located in the City of Chicago, Illinois and to construct and equip thereon a manufacturing, repair, storage and office facility (the "Project") in the City of Chicago, Illinois. The Borrower wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$1,125,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the

City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Borrower in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Borrower.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Borrower and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Borrower. Subject to the conditions above stated, the Borrower agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Borrower will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Borrower will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption

premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Borrower.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition and construction of the Project or after payment of all costs of acquisition and construction of the Project, whichever is later, the Borrower (1) will furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition and construction of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Borrower located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Borrower relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Borrower under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Borrower), the Department, the City and the Borrower shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

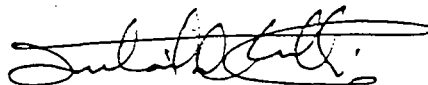
(b) All costs and expenses in connection with the financing and acquisition and construction of the Project, including the fees and expenses of counsel to the City and the Department, Vedder, Price, Kaufman & Kammholz, as bond counsel, and any agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Borrower agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of

its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers or agents thereunto duly authorized as of this 13th day of July, 1983.

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

By



Commissioner of Economic Development
of the City of Chicago

MADISON STREET PARTNERSHIP

By



General Partner

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

Approval Given to Sale of Parcel 6 in Project Madison-Racine.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, August 8, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor on June 30, 1983 (which was re-referred on July 6, 1983) to approve the sale of Parcel 6 in Project Madison-Racine to Washington/Halsted Associates, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-19, adopted by the Department on June 21, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Madison-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago, and

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by Washington/Halsted Associates, as set forth in Resolution No. 83-CDDC-19, adopted by the Commission on June 21, 1983, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The City Council has considered the said Resolution, the redevelopment proposed and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project Madison-Racine, as identified on a Disposal Parcel map for said Project is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Washington/Halsted Associates	6	\$7.00	\$266,834.40

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

Approval Given to Sale of Parcels B-61 and B-73 in Near West Side Conservation Area.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, August 8, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 27, 1983) to approve the sale of Parcels B-61 and B-73 in the Near West Side Conservation Area to Thomas Prybylo, approved by the Department of Urban Renewal by Resolution No. 83-DUR-73, adopted by the Department on April 28, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Near West Side Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase certain parcels of land, as identified by plats of survey on file at the office of the Department of Housing, and as set forth in Resolution No. 83-DUR-73 adopted by the Department on April 28, 1983 and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by the Department of Urban Renewal, where required to be for a monetary

consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcels of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of certain parcels of land in the Near West Side Conservation Area is hereby approved as follows:

<i>Purchaser</i>	<i>Parcels</i>	<i>Sq. Ft.</i>	<i>Sq. Ft. Price</i>	<i>Total</i>	<i>Price</i>
Thomas Prybylo	B-61	9,017.9	\$3.00	\$	27,053.70
	B-73	2,665.5	\$2.40		6,397.20

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcels.

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

Approval Given to Sale of Parcel 54-MD in Lincoln Park
Conservation Area.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, August 8, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor, (which was referred on January 28, 1983) to approve the sale of Parcel 54-MD in the Lincoln Park Conservation Area to Clark Place Venture approved by the Department of Urban Renewal by Resolution No. 83-DUR-7, adopted by the Department on January 18, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan for the Lincoln Park Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 83-DUR-7 adopted by the Department on January 18, 1983, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Lincoln Park Conservation Area is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Clark Place Venture	54-MD	11,798.0	\$21.19	\$250,000.00

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

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

**Approval Given to Sale of Parcels I-3 and I-4 in Urban
Renewal Project Douglas-Lawndale.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, August 8, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 27, 1983) to approve the sale of Parcels I-3 and I-4 in Project Douglas-Lawndale to Stone Temple Baptist Church, approved by the Department of Urban Renewal by Resolution No. 83-DUR-84, adopted by the Department on April 28, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan for Project Douglas-Lawndale heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase certain parcels of land, as identified by plats of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 83-DUR-84, adopted by the Department on April 28, 1983, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcels of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of certain parcels of land in Project Douglas-Lawndale is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Stone Temple	I-3	21,812.0	\$0.75	\$16,359.00
Baptist Church	I-4	6,334.4	\$0.75	\$ 4,750.80

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcels.

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

Authorization for Transfer of Disposition Parcel
46-11 in Project Madison-Racine to Dept. of
Sewers.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, August 8, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration

a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, on June 30, 1983 (which was re-referred on July 6, 1983) to authorize the transfer of disposition Parcel 46-11 Project Madison-Racine to the Department of Sewers of the City of Chicago, approved by the Commercial District Development Commission by Resolution No. 82-CDDC-55, adopted by the Commission on November 16, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission by Resolution No. 82-CDDC-55, adopted November 16, 1982 authorized the transfer of disposition Parcel 46-11, Project Madison-Racine to the Department of Sewers of the City of Chicago; and

WHEREAS, Parcel 46-11 abuts a Department of Sewer facility located at 12 S. Green Street and is necessary for the enlargement of said facility; and

WHEREAS, It appears that such proposed transfer furthers the best interest of the City and is in the sole interest of the public; now, therefore,

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

SECTION 1. The transfer of disposition Parcel 46-11 Project Madison-Racine located at 12 S. Green Street from the Commercial District Development Commission of the City Department of Sewers with transfer of funds of Eleven Thousand, Seven Hundred Dollars (\$11, 700.00) is hereby approved.

SECTION 2. The Comptroller is hereby directed to transfer the sum of Eleven Thousand, Seven Hundred Dollars (\$11, 700.00) from Fund No. 314-8431-610 to Fund No. 650-0001-900.

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

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

Action Deferred--ON PROPOSED ORDINANCE TO AUTHORIZE CITY
COMPTROLLER TO ADVERTISE FOR SALE CERTAIN CITY
PARKING GARAGE SITES.

The Committee on Land Acquisition and Disposition submitted the following report, which was,

on motion of Alderman Banks and Alderman Pucinski, *Deferred* and ordered published:

CHICAGO, August 9, 1983.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition to which was referred a communication from the Office of the City Comptroller transmitting a proposed ordinance granting the authority to advertise for sale, City-owned property commonly known as Nos. 110-120 N. LaSalle Street (Parking Garage Site No. 8), No. 320 N. LaSalle Street (Parking Garage Site No. 9) and Nos. 200-218 E. Grand Avenue and Nos. 533-537 N. St. Clair Street (Parking Garage Site No. 10), 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 unanimously by the members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. The City Comptroller is authorized to advertise for sale the following parcels of City property which are no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcels are described as follows:

Parcel 1

(Commonly known as Nos. 110-120 N. LaSalle Street, Parking Garage Site No. 8)

Lots 1, 2 and 11 in the Assessor's Subdivision of Lots 7 and 8 and the East 1/2 of Lot 6 in Block 40 of Original Town of Chicago, in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, (except that portion of said Lots 1 and 2 taken by the City of Chicago for widening of LaSalle Street), in Cook County, Illinois,

Also,

That portion of Lots 7 and 8 in Block 40 in the Original Town of Chicago aforesaid described as follows: commencing at a point in the East line of said Lot 8, 64.33 feet South of the Northeast corner thereof; thence West on a line parallel with the North line of said Lot 8, 110 feet; thence South 20 feet 8 inches; thence East 110 feet to the East line of said Lot 8; thence North on the East line of said Lot 8 to the place of beginning (except that portion taken by the City of Chicago for the widening of LaSalle Street in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

(Commonly known as No. 320 N. LaSalle Street, Parking Garage Site No. 9)

Lot 1 (except the East 20 feet thereof, conveyed to the City of Chicago, for the widening of North LaSalle Street); all of Lot 2 and the East 79 feet 1.5 inches of Lot 3, in Block 4, in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Also,

That piece of parcel of land, lying South of and adjacent to Lots 1 and 2 and the East 79 feet 1.5 inches of Lot 3, as said lots are shown on the plat of the Original Town of Chicago, recorded May 29, 1837, in Book "H" of Plats, Page 298 and South of the North line of Old North Water Street, as located on said plat, West of the West line of the East 20 feet of Lot 1, extended South, to the North dock line of the Chicago River, said line being the West line of North LaSalle Street, as widened; East of a line drawn 79 feet 1.5 inches West of and parallel with the East line of said Lot 3, extended, and North of the dock line on the North side of the Chicago River, in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Also,

Lot 3 and the East 6 feet of Lot 4 (except that part of said lots taken and used for West Carroll Avenue), in the subdivision of Lot 6; all in Block 4, in the Canal Trustees' Subdivision of lots in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Also,

Air rights 26'+ above track level located in that portion of New North Water Street now called West Carroll Avenue as platted, described as the area beginning from the Northeast point of Lot 1 (except that East 20 feet thereof, conveyed to the City of Chicago, for the widening of North LaSalle Street), thence proceeding West for a distance of 223.59 feet, thence proceeding North for a distance of 80 feet, thence proceeding East for a distance of 223.59 feet, thence proceeding South for a distance of 80 feet to the point of beginning, in Block 4 in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3

(Commonly known as Nos. 200-218 East Grand Avenue and 533-537 N. St. Clair Street, Parking Garage Site No. 10)

The West 216-1/3 feet of the South 109 feet of Block 20 in Kinzie's Addition to Chicago in North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to General Taxes after delivery of Deed.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Section 2. Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms which shall require, among other things, that each bidder furnish an Economic Disclosure Statement, in accordance with the requirements established by ordinance.

Section 3. The City Comptroller is authorized to solicit in the bidding form any relevant data, including the proposed use of the property, which will assist in the evaluation of the bid proposal.

Section 4. This ordinance shall take effect and be in full force from and after the date of its passage.

COMMITTEE ON LEASES.

City Comptroller Authorized to Execute Leases of
Certain Property for Municipal Purposes.

The Committee on Leases submitted five proposed ordinances (under separate committee reports)

recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use by City departments and agencies.

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

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

Nays--None.

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

Said ordinances as passed read respectfully as follows (the *Italic* heading in each case not being a part of the ordinance):

*Department of Police
(No. 7908 S. Ashland Av.)*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Jesse T. Jones, Maye F. Jones, Rudolph A. James and Velma R. James as beneficiaries under Chicago Title & Trust Co., Trust No. 63697 dated January 22, 1974 for approximately 1,428 square feet of office space located at No. 7908 S. Ashland Avenue for the City of Chicago, Department of Police, Beat Representative Program; such lease to be approved by the Superintendent, Department of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on
page 1358 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance
read as follows:

Rider "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

(Continued on page 1359)

This Agreement, Made this _____ day of _____
 A. D. 19____, between Jesse T. Jones, Maye E. Jones, Rudolph A. James and Velma R. James as
 beneficiaries under Chicago Title & Trust Co., Trust No. 63697 dated January 22, 1974
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit approximately 1,428 square feet of office space
located on the first floor at 7908 S. Ashland Avenue for use as an area center for the
Department of Police, Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September
 A. D. 1983, and ending on the 31st day of August A. D. 1986. Lessee has the right to
 terminate this lease upon thirty (30) days prior written notice

~~Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at~~
~~Ebony Real Estate R. James, 7924 S. Ashland Ave., Chicago, IL 60620~~
~~or at such other place as the Lessor from time~~
~~to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached~~
~~Hereto and Made A Part Hereof.~~
~~For Rental Payment~~
~~Provisions See Rider "B" Attached Hereto and Made A Part Hereof.~~
~~Assessments for water tax~~
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor's
 Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at
 own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall
 refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is author-
 ized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made A Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
 beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making
 repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and
 of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior
 to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
 said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease
 thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the
 date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of
 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
 Approved as to form and legality, except
 as to property description and execution.

[Signature forms omitted for printing purposes.]

(Continued from page 1357)

Four Hundred and no/100 Dollars (\$400.00) per month for the period beginning on the 1st day of September, 1983 and ending on the 31st day of August, 1984;

Four Hundred and Twenty and no/100 Dollars (\$420.00) per month for the period beginning on the 1st day of September, 1984 and ending on the 31st day of August, 1985;

Four Hundred and Forty-one and no/100 Dollars (\$441.00) per month for the period beginning on the 1st day of September, 1985 and ending on the 31st day of August, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Ebony Real Estate, c/o Rudolph A. James, 7924 S. Ashland Avenue, Chicago, Illinois, 60620.

Rider "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat and maintain heating equipment in good operable condition

Provide and pay for hot and domestic water and maintain plumbing in good operable condition

Provide air-conditioning unit and maintain same in good operable condition

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises

Provide and pay for janitorial service

Maintain interior and exterior of building, including all mechanical components

Pay real estate taxes and other levies assessed against said premises within deadlines established by the governmental taxing bodies

During the term of this lease provide and maintain at all times public liability insurance in the amount of \$300,000 combined single limit; with the Lessee to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee Under This Lease Shall:

Pay for prorated share of electricity

Provide and pay for plate glass insurance

Provide for its own custodial service

In the event of breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessor at address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions, of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Lessor and Lessee Responsibilities.

Additional Terms and Conditions:

In the event the Lessor should fail to furnish any alterations, repairs or services as required by this lease or fail to remove and/or correct any fire hazards or violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

—
*Department of Police
(No. 2256 W. Roscoe Av.).*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from John F. Bolz as beneficiary under Lakeview Bank Trust, Trust No. 5151, dated August 17, 1978, for approximately 750 square feet of office space on the first (1st) floor located at 2256 W. Roscoe Avenue, for use by the Department of Police/Beat Representative Program, such lease to be approved by the Superintendent of Police and to be approved as to form and legality in substantially the following form:

[Lease attached to this ordinance printed on page 1361 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

Rider "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

(Continued on page 1362)

This Agreement, Made this..... day of.....
 A. D. 19 , between John F. Bolz, as beneficiary under Lakeview BankTrust, Trust No. 5151,
dated August 17, 1978 , as Lessor ,
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: approximately 750 square feet of office space
on the first (1st) floor located at 2256 W. Roscoe Avenue for use as an Area Center
for the City of Chicago/Department of Police, Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June
 A. D. 1983 , and ending on the 31st day of May A. D. 1985 . Lessee has the right to
 terminate this lease upon thirty (30) days prior written notice to lessor at the address
cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
John Bolz, 5719 N. Fairfield, Chicago, IL 60659 or at such other place as the Lessor from time
 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached
Hereto and Made A Part Hereof.
For Rental Payment
Provisions See Rider "B" Attached Hereto and Made A Part Hereof.
Assessments for water tax
levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's
 own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall
 refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is author-
 ized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made A Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
 sor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
 beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making
 repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and
 of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto shall be
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior
 to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
 said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease
 thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the
 date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of
 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
 Approved as to form and legality, except
 as to property description and execution

Signature forms omitted for printing purposes.

(Continued from page 1360)

Three Hundred Thirty and no/100 (\$330.00) Dollars per month for the period beginning on the 1st day of June, 1983 and ending on the 31st day of May, 1984;

Three Hundred Forty-six and no/100 (\$346.00) Dollars per month for the period beginning on the 1st day of June, 1984 and ending on the 31st day of May, 1985.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller to John Bolz, 5719 N. Fairfield, Chicago, Illinois 60659.

Rider "C"

Lessor and Lessee Responsibilities.

Lessor Under This Lease Shall:

Provide one air-conditioning unit and maintain said air-conditioning unit in good operable condition.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Maintain interior and exterior of the building, including all mechanical components.

Provide and pay for janitorial service as required.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of the demised premises.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for exterminator services on a monthly basis, or more often if required.

Pay all real estate taxes and other levies assessed against improved real property within deadlines established by the respective governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date.

Should any of the above described policies be cancelled on or before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Provide and pay for plate glass insurance on the first (1st) floor of said demised premises.

Provide and pay for its own custodial services.

Additional Terms and Conditions.

In the event of breach of any of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessor at the address cited herein. Failure or neglect of the Lessee to act upon a breach of one of more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs, or services as required by this lease, or fail to remove and or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs, or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereon from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Department of Streets and Sanitation.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Equitable Life Assurance Society for approximately 28,000 square feet of vacant fenced land at the Southwest corner of W. 72nd and South Kostner, for use by the Department of Streets and Sanitation for storage of salt and parking of vehicles; such lease to be approved by the Commissioner of Streets and Sanitation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page
1364 of this Journal.]

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

[Exhibit "A" attached to this ordinance printed on page
1365 of this Journal.]

Riders "A", "B", and "C" attached to this ordinance
read as follows:

Rider "A"

Notification Provision.

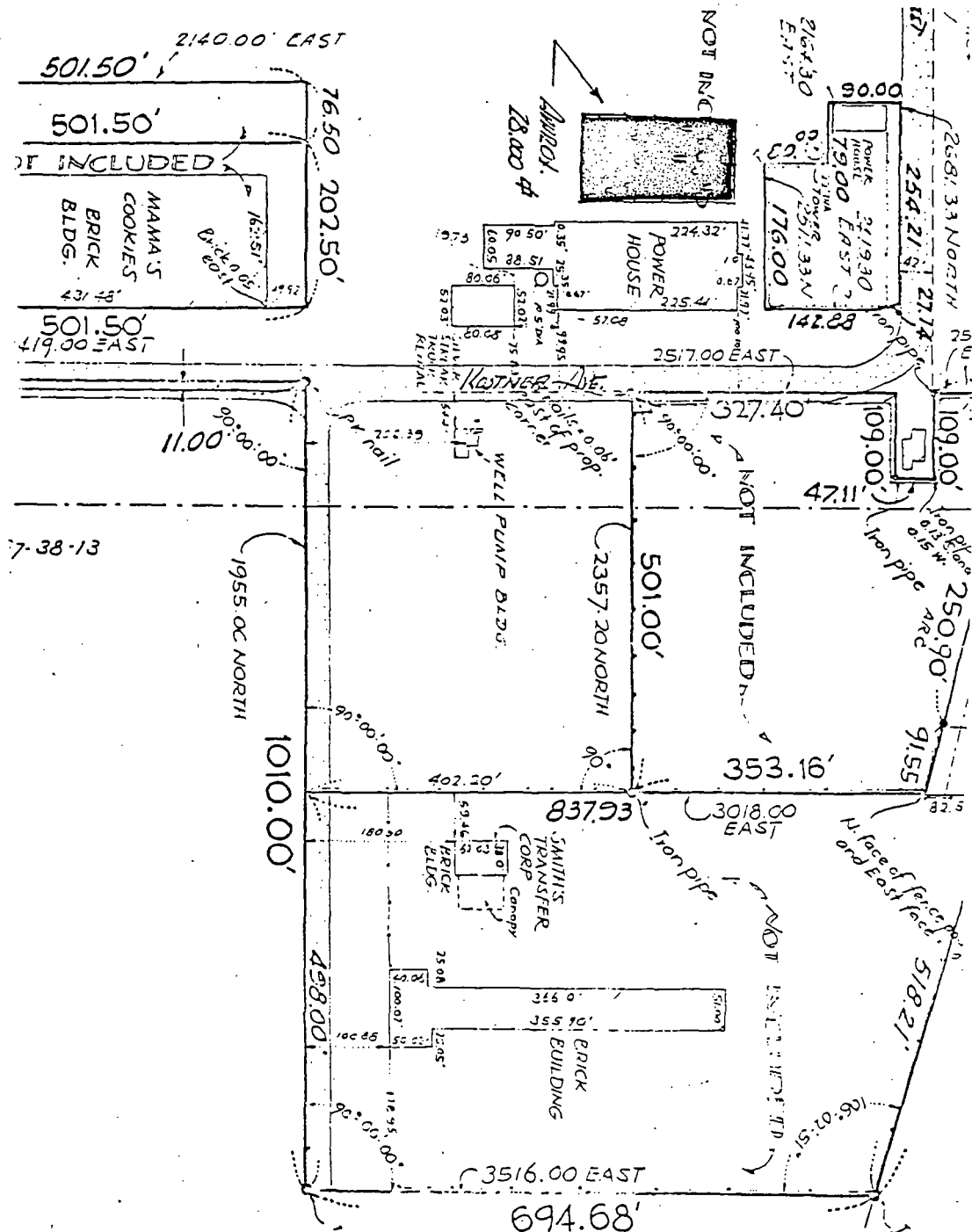
In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

(Continued on page 1366)

[Signature forms omitted for printing purposes.]

EXHIBIT "A"

ATTACHED HERETO AND BECOMES PART OF LEASE BETWEEN THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, AS LESSOR, AND THE CITY OF CHICAGO/DEPARTMENT OF STREETS AND SANITATION, AS LESSEE, FOR APPROXIMATELY 28,000 SQUARE FEET OF VACANT LAND LOCATED AT THE SOUTHWEST CORNER OF 72ND STREET AND KOSTNER AVENUE, CHICAGO, ILLINOIS



(Continued from page 1363)

Rider "B"

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the monthly rate of:

Five Hundred Twenty-four and 33/100 (\$524.33) Dollars per month for the period beginning on the 1st day of May, 1983 and ending on the 30th day of April, 1984;

Five Hundred Fifty and 55/100 (\$550.55) Dollars per month for the period beginning on the 1st day of May, 1984 and ending on the 30th day of April, 1986.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller to the Equitable Life Assurance Society of the U.S., P.O. Box 07004, Chicago, Illinois, 60680.

Rider "C"

Lessor and Lessee Responsibilities.

Lessor under this Lease shall:

Provide a heated trailer to serve as an office.

Provide use of washroom facility in adjacent building.

Provide 24 hour security services.

Provide and pay for heating unit and electricity and maintain same.

Pay all the real estate taxes and other levies assessed against said premises within deadlines established by governmental taxing bodies.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction and maintenance of the demised premises.

During the term of this lease, Lessor shall have the right to relocate the Lessee once to comparable vacant land within said industrial park at the same rental rates per square foot of usable space as called for under this lease. Said relocation shall only take place after the Lessor has given the Lessee sixty (60) days prior written notice of Lessor's intention to relocate the Lessee. Relocation cannot take place during snow season (November 1 through March 31). Said relocation must be approved by the Lessee with Lessee's approval not to be unreasonably withheld. Lessee must notify the Lessor of its decision with respect to relocation within thirty (30) days of receipt of Lessor's relocation notice. Failure of the Lessee to respond to the Lessor in writing within thirty (30) days shall be construed as the Lessee's approval of the proposed relocation. If Lessee agrees to the Lessor's request to relocate to other comparable space within said industrial park, Lessor shall be responsible for paying all costs associated with the relocation.

Lessee under this Lease shall:

Maintain the demised premises and take all necessary steps to protect adjacent property from the rock salt material during the rental period.

Utilize the premises herein leased, and the associated common areas and ways, in such a manner that it will not disturb, nor interfere with the rights of other tenants of the Equitable Life Assurance Society of the United States. Furthermore, let it be understood by the parties hereto that Lessee intends to use the subject premises as a salt storage facility.

Indemnify and save harmless the Equitable Life Assurance Society of the United States and its agents and employees at all times against any loss, damage, cost or expense by reason

of a failure to comply with any of the above requirements or by reason of any accident, loss or damage resulting to person or property by reason or any use which may be made of the premises or by reason of any act or thing done or omitted to be done on the premises by the Lessee.

Supply propane for trailer heater.

Additional Terms and Conditions:

In the event of breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Department of Sewers.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Richard M. Munizzo, as Lessor, for approximately 9,000 square feet of storage space located at 3131 S. Shields for use by the Department of Sewers, as Lessee, such lease to be approved by the Commissioner of Sewers and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on
page 1368 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance
read as follows:

Rider "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Sixty-three and 80/100 (\$1,063.30) Dollars per month for the period beginning on the 1st day of May, 1983, and ending on the 30th day of April, 1984;

One Thousand One Hundred Forty-eight and 90/100 (\$1,148.90) Dollars per month for the period beginning on the 1st day of May, 1984, and ending on the 30th day of April, 1985;

(Continued on page 1369)

August 10, 1983

This Agreement,

Made this _____ day of _____
 A. D. 19____, between Richard M. Munizzo (Sole Owner)

as Lessor
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 9,000 square feet in garage type building for storage of Sewer Department equipment, office supplies and records for 4th, 5th and 6th Sewer Districts, also equipment for the Motor Fuel Division, Department of Sewers, located at 3131 S. Shields Avenue.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1983, and ending on the 30th day of April A. D. 1986. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Richard M. Munizzo, 302 West 31st Street, Chicago, IL 60616 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made A Part Hereof.

~~For Rental Payment Provisions See Rider "B" Attached Hereto and Made A Part Hereof~~
~~Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee~~

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made A Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing to do so, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Signature forms omitted for printing purposes.

(Continued from 1367)

One Thousand Two Hundred Forty and 81/100 (\$1,240.81) Dollars per month for the period beginning on the 1st day of May, 1985, and ending on the 30th day of April, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Richard M. Munizzo, 302 West 31st Street, Chicago, Illinois, 60616.

Rider "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide exterior maintenance, including electric overhead doors of said premises.

Provide air conditioning units and maintain same.

Pay real estate taxes and other levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$300,000 combined single limit with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date.

Should any of the above described policies be cancelled on or before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this Lease shall:

Pay for heat and maintain heating plant and equipment in good operable condition.

Pay for hot and domestic water and maintain plumbing in good operable condition.

Pay for electricity as metered.

Provide for driveway permits.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Additional clauses to be included:

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself and have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Lessor and Lessee Responsibilities.

Additional clauses to be included:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by Certified or Registered Mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

—
Department of Water.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Baltimore and Ohio Chicago Terminal Railroad Company, located at 75th Street and Oakley Avenue, for use by the Department of Water; such lease to be approved by the Commissioner of the Department of Water and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on
page 1371 of the Journal.]

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

—————
**Lease Agreement Authorized Between City and Chicago Audubon
Society for Office Space at North Park Village
Housing Facility.**

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

WHEREAS, The Department of Planning has developed a 180 unit facility for senior, handicapped and veteran citizens, located on the northwest side of the City, and commonly known as North Park Village, ("Project"); and

WHEREAS, The Project includes excess office space which if rented would provide additional income for the Project; and

WHEREAS, The Chicago Audubon Society desires to rent a portion of the excess office space for meetings; and

WHEREAS, The City is willing to enter into and execute a lease agreement with the Chicago Audubon Society for space at the Project; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning, upon review by the Corporation Counsel as to form and legality, is authorized to enter into and execute on behalf of the City of Chicago, a lease agreement in substantially the form attached hereto as Exhibit A.

SECTION 2. This ordinance shall be effective immediately upon passage hereof.

[Exhibit "A" attached to this ordinance printed on pages 1372
through 1375 of this Journal.]

(Continued on page 13776)

T. R. Jackson
Manager - Office Services
Real Estate and Industrial Development

December 13, 1982 RW/slp

In reply refer to:
L54665

City of Chicago, Illinois
Department of Finance
Real Estate Division
Room 1000
205 West Randolph Street
Chicago, Illinois 60606

Attention: Ms. Laurie A. Cray, Assistant Comptroller-Real Estate

Gentlemen:

This refers to a lease dated January 1, 1972, as amended, covering the City's use of certain land and track at 75th Street and Oakley Avenue, Chicago, Illinois for a driveway and parking purposes. The lease will expire by lapse of time as of December 31, 1982.

Pursuant to a recent exchange of correspondence between your Ms. Laurie A. Cray and this office, the aforesaid lease is being amended as follows:

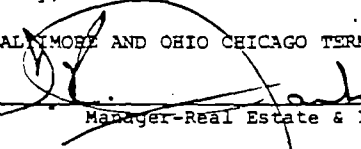
1. Effective January 1, 1983, the lease is hereby extended for a 3-year period, expiring December 31, 1985;
2. Effective January 1, 1983, the existing annual rental of \$2,400 will be increased to \$2,500 per annum, payable annually in advance;
3. All other terms and conditions of said lease shall remain in full force and effect.

Please indicate your understanding and acceptance of the foregoing by signing and returning the original of this letter to me promptly. No further revision of said lease shall be necessary other than this letter exchange which will constitute a supplement thereto.

Sincerely,

THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY

By


Manager-Real Estate & Industrial Development

ACCEPTED this _____ day of _____, 1982.

Approved as to form and legality
ASSISTANT CORPORATION COUNSEL

COMMISSIONER, DEPARTMENT OF WATER



The Chessie System Railroads, a unit of CSX Corporation, are the Chesapeake and Ohio Railway, Baltimore and Ohio Railroad, Western Maryland Railway and affiliated lines.


82 DEC 20
100 North Charles Street
Baltimore, Maryland 21201
301 237 3754
CITY OF BALTIMORE
REAL ESTATE DIVISION

By: _____
CITY COMPTROLLER

By: _____
ASSISTANT COMPTROLLER, REAL ESTATE

OFFICE LEASE

NO. 838
October, 1968GEORGE E. COLE
LEGAL FORMS

EXHIBIT A

OFFICE LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
February 9, 1983	March 1, 1983	February 29, 1984	\$100.00
Location of Premises: 15' by 15' room on 2nd floor, located at 2nd door on the right from east end of building, facing north at the Lab Building, North Park Village, Chicago, Illinois			
Purpose: Corporate offices			

LESSEE		LESSOR	
NAME	CHICAGO AUDUBON SOCIETY	NAME	CITY OF CHICAGO DEPARTMENT OF PLANNING
ADDRESS	Rm. 2000, 69 W. Washington St.	ADDRESS	Room 1000, City Hall 121 North LaSalle St.
CITY	Chicago, IL 60602	CITY	Chicago, IL 60602

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purposes the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT	1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.
HEAT; NON-LIABILITY OF LESSOR	2. Lessor will at all reasonable hours during each day and evening, from October 1 to May 1 during the term, when required by the season, furnish at his own expense heat for the heating apparatus in the demised premises, except when prevented by accidents and unavoidable delays, provided, however, that the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.
HALLS	3. Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.
RULES AND REGULATIONS	4. The rules and regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.
ASSIGNMENT, SUBLETTING	5. Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.
SURRENDER OF PREMISES	6. Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and all alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.
NO WASTE OR MISUSE	7. Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.
TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING	8. At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of, Twenty-Five Dollars per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular storage warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-let the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessee. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.
REMOVED PROPERTY	9. In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to Lessee upon demand.

LESSOR NOT LIABLE

10. The Lessor shall not be liable for any loss of property or for any accidental damages to the person or property of the Lessee in or about the Building or the Premises from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this lease.

OPTION TO TERMINATE

11. In the event that the Lessor, his successors, attorneys or assigns shall desire to regain possession of the Premises herein described, for any reason, Lessor shall have the option of so doing up giving the Lessee ninety days' notice of Lessor's election to exercise such option.

CONFESSION OF JUDGMENT

12. If default is made in the payment of rent or any installment thereof, the Lessee hereby irrevocably constitutes any attorney of any Court of Record in this State, attorney of Lessee and Lessee's name, from time to time, to enter the appearance of Lessee, to waive the issuance of process a service thereof, to waive trial by jury, and to confess judgment in favor of Lessor against Lessee for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum of plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereon.

PLURALS; SUCCESSORS

13. The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male, female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and all necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

CITY OF CHICAGO (SEAL) CHICAGO AUDUBON SOCIETY (SEAL)

By: _____ (SEAL) By: _____ (SEAL)

Lessor Lessee

RULES AND REGULATIONS

- No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the glass of the doors and windows of the room leased and on the directory board, and then only of such color, size, style and material as shall be first specified by the Lessor in writing, endorsed on this lease. No showcase shall be placed in front of Building by Lessee, without the written consent of Lessor endorsed on this lease. The Lessor reserves the right to remove all other signs and showcases without notice to the Lessee, at the expense of the Lessee. At the expiration of the term Lessee is to remove all his signs from such windows, doors and directory board.
- Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on Premises, or use or store inflammable fluids in the Premises without the written consent of the Lessor first had and endorsed on this lease, and all stoves which may be allowed in the Premises shall be placed and set up according to the city ordinance.
- No additional locks shall be placed upon any doors of said room without the written consent of the Lessor first had and endorsed upon this lease; and the Lessee will not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon the termination of this lease, Lessee will surrender all keys of Premises and Building.
- All safes shall be carried up or into Premises at such times and in such a manner as shall be specified by the Lessor; the Lessor shall in all cases retain the power to prescribe the proper position of such safes, and any damage done to the Building by taking in or putting out a safe, or from overloading the floor with any safe, shall be paid by the Lessee. Furniture, boxes or other bulky articles belonging to Lessee shall be carried up in the freight compartment of the elevators of the Building; packages which can be carried by one person and not exceeding fifty pounds in weight, may, however, be carried down by the passenger elevator, at such times as may be allowed by the management.
- No person or persons other than the janitor of this Building shall be employed by Lessee for the purpose of taking charge of Premises without the written consent of Lessor first had and endorsed upon this lease. Any person or persons so employed by Lessee (with the written consent of the Lessor) must be subject to and under the control and direction of the janitor of the Building in all things in the Building and outside of the Premises. The agent and janitor of the Building shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency of fire, or required examination that may arise.
- The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.
- The rent of an office will include occupancy of office, water to Lessor's standard fixtures, heat, and elevator service during reasonable working hours; but Lessor shall not be liable for any damages from the stoppage of water, heat or elevator service.
- If Lessee desires telegraphic or telephonic connections, the Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions endorsed on this lease no boring or cutting for wires will be permitted.
- If Lessee desires Venetian or other awnings or shades over and outside of the windows, to be erected at the Lessee's expense, they must be of such shape, color, material and make as may be prescribed by the Lessor in writing on this lease.
- The light through the transoms opening into the hall shall not be obstructed by the Lessee. Birds, dogs, or other animals shall not be allowed in the Building. All tenants and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damage to the Building resulting from such default or carelessness.
- No packages, merchandise or other effects shall be allowed to remain in the halls at any time.
- The Lessor reserves the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the Premises and for the preservation of good order therein.
- It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of this lease has been or can be made unless done in writing, and endorsed hereon by the Lessor, and in such case it shall operate only for the time and purpose in such lease expressly stated.

ASSIGNMENT BY LESSOR

On this _____ 19____, for value received, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____ 19____.

GUARANTEE

On this _____ 19____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

RIDER TO OFFICE LEASE BETWEEN
CITY OF CHICAGO, as Lessor,
and CHICAGO AUDUBON SOCIETY,
as Lessee DATED FEBRUARY 9, 1983

R-1. In addition to the space demised hereunder, Lessor shall make available to Lessee on one evening a month from approximately 7:00 p.m. to 10:00 p.m. for Lessee's Board of Directors meetings, without any additional charge therefore, the space commonly referred to as the first floor conference room (next to Naturalist's office) at the premises.

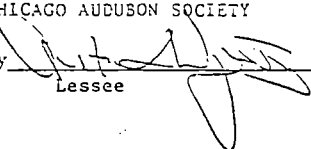
R-2. This Lease may be renewed each year on the same terms and conditions without any action by either party, on a year to year basis, the termination of this Lease by Lessee being based upon not less than 30 days written notice of intention to terminate prior to the end of the term of the Lease or any extension thereof, and by Lessor by serving notice on Lessee pursuant to paragraph 11 of the Lease.

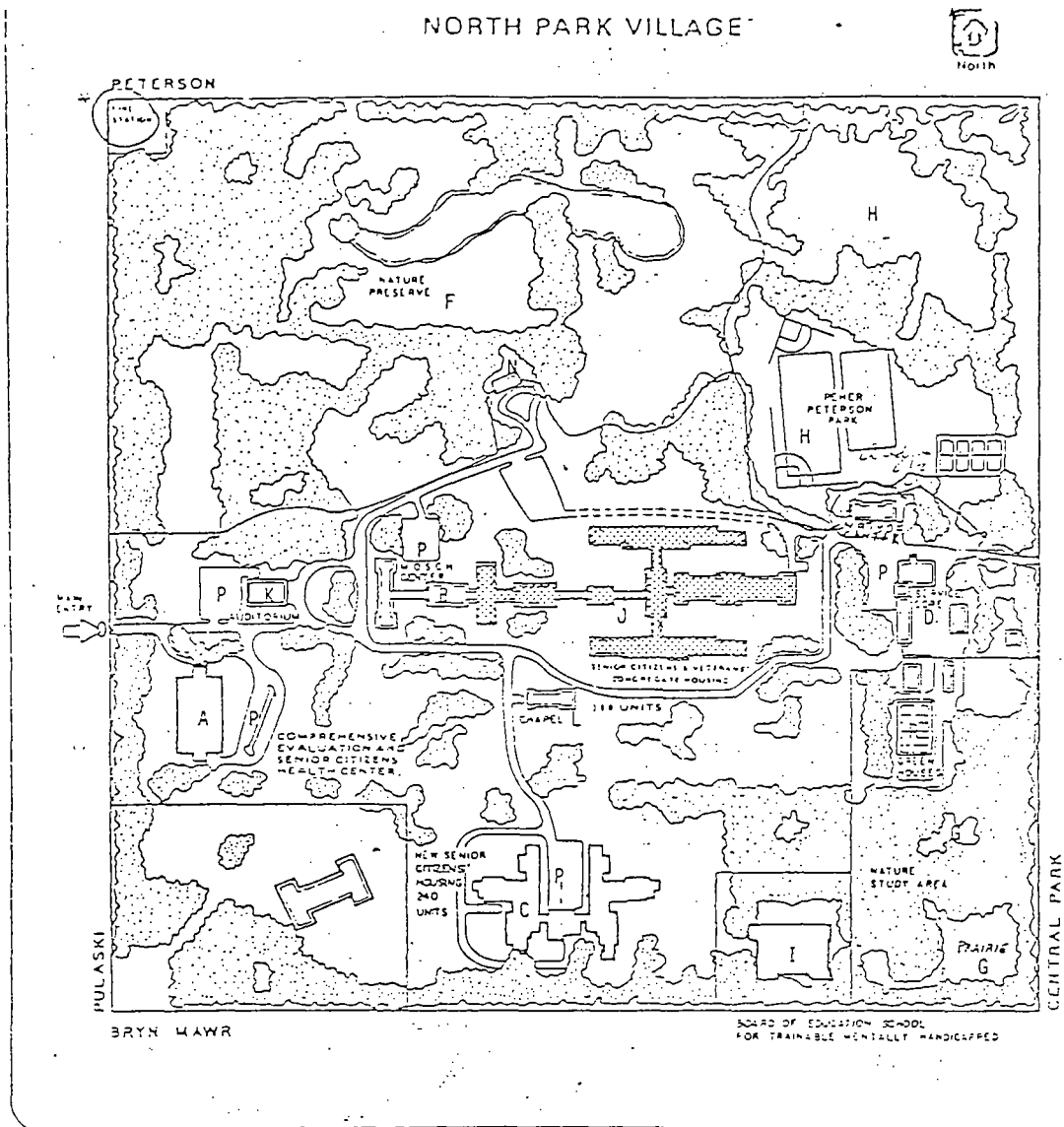
Witness the hands and seals of the parties hereto as of the date of the Lease.

CITY OF CHICAGO

By _____
Lessor

CHICAGO AUDUBON SOCIETY

By  _____
Lessee



- A. HEALTH CENTER (5501A)
- B. OFFICE FOR SENIOR CITIZENS & HANDICAPPED (5801C)
- C. SENTATE APARTMENTS (5801C)
- D. ENVIRONMENT & OFFICE BUILDING
- E. MAINTENANCE OFFICE (5801J)
including Nature Center
- F. NATURE PRESERVE
- G. NATURE STUDY AREA
- H. PEHR PETERSON PARK
- I. NORTHSIDE LEARNING CENTER
- J. CONGREGATE HOUSING
- K. AUDITORIUM BUILDING
- L. CHAPEL
- M. GARDEN PLOTS
- N. NATURE PRESERVE BUILDING
- O. GATEHOUSE
- P. PARKING
- R. GREENHOUSES

(Continued from page 1370)

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

**Lease Agreement Authorized between City and Dollmaker Productions
for Filming of Motion Picture at Specified Location.**

The Committee on Leases 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 authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, a Municipal Corporation and Dollmaker Productions for use of a police station located at 200 E. 115th Street to be used solely for the purposes of filming of a motion picture; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page
1377 of this Journal.]

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

Riders "A" and "B" attached to this ordinance read as follows:

Rider "A"

Rental Payment Provision.

Lessee agrees to pay Lessor at the Office of the City Comptroller as rent for said demised premises for said term at the rate of Fifty and no/100 (\$50.00) Dollars per day, for the period beginning on the 13th day of April, 1983, and ending on the 23rd day of April, 1983.

Rider "B"

Additional Responsibilities of Lessor and Lessee.

Lessee shall have access to the interior desk area, for construction and dressing to recreate a "Period" Detroit Police Department Station, which would include the installing of a temporary sergeants' desk.

Lessee shall have permission to remove the window covering, which would then be replaced by the Lessee at the conclusion of Lessee's use of the demised premises.

Lessee shall pay for the restoring of electricity and domestic water at demised premises.

(Continued on page 1378)

(Continued from page 1376)

Lessee shall be responsible for securing all-necessary repairs required by any present or future statute of the State of Illinois, or ordinance of the City of Chicago associated with Lessee's use of the demised premises.

Lessee, at the expense of the Lessee, shall keep in force during the term of this lease, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the City of Chicago for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the City Comptroller.

Lessee shall provide and pay for security, custodial and janitorial service.

Lessee shall not use said premises for any type of fund raising activities.

Lessee shall comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction, and maintenance of the demised premises.

Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's operation and control of the premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the premises or elsewhere. Further, Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors or employees. Said indemnification shall include all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim of any action or proceeding brought thereon. Should any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor. Any judgments rendered against the Lessor and any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Additional Responsibilities of Lessor and Lessee

Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers or any other person in or about the premises. In addition, the Lessor shall not be liable for injury to the Lessee, Lessee's employees, agents, or contractors if damage or injury results from the following: Fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures.

Furthermore, the Lessor shall not be liable for injury from any other cause whether this damage or injury results from conditions arising upon building premises or upon portions of said premises. Also Lessor is not to be held liable for injury from other sources regardless of the cause of such damage or injury or any repairs that may result. Lessor shall not be liable for any damages arising from any act of neglect of any other tenant occupying the demised premises.

Lessee immediately upon demand shall pay for any damage to pipes, wiring, electric lights, fixtures, appliances or appurtenances of said premises or to the building caused by any act or neglect of Lessee or by any employees, agents, contractors, subcontractors or invitees of the Lessee.

In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve

any notice or demand upon the other party, it shall be necessary to send a written or printed copy thereof by United States Registered or Certified Mail, Postage Prepaid, addressed as follows to the Lessor, Assistant Comptroller, Real Estate, City Comptroller's Office, 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such place as the Lessor from time to time may appoint, or if to Lessee, Dollmaker Productions, c/o Armstrong, Henoler, & Hirsch, 1888 Century Park East, Suite 1888, Los Angeles, California, 90067.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

In the event of any breach of any of the covenants, terms or conditions contained herein by the Lessee, the Lessor shall have the right to terminate this lease immediately upon given written notice to the Lessee at the premises. Failure or neglect of the Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver or subsequent breach by the Lessee of any right created hereby.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

**Lease Agreements Authorized Between City and Festivals, Inc.
for Office Space at Navy Pier.**

The Committee on Leases submitted two reports recommending that the City Council pass two proposed ordinances transmitted therewith, to authorize lease agreements between the City of Chicago and Festivals, Inc.

On motion of Alderman Kellam *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

The following are said ordinances as passed:

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

SECTION 1. The City Comptroller is authorized to execute on behalf of the City of Chicago a lease to Festivals, Inc., for the third floor of the north headhouse at Navy Pier, 600 East Grand Avenue,

Chicago, Illinois; such lease to be approved by the Commissioner, Department of Public Works, and by the Corporation Counsel as to form and legality. The lease approved hereby is in the form submitted to this meeting.

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

[Lease attached to this ordinance printed on pages
1381 through 1383 of this Journal.]

WHEREAS, The City of Chicago owns certain personal property useful for amusement activities; and

WHEREAS, Festivals of Chicago desires to rent the aforesaid property from the City for its use; and

WHEREAS, The City and Festivals have obtained an opinion from the independent appraiser Phillip Pollack & Company, Inc. on the fair rental value of the aforesaid property; and

WHEREAS, The City has no need nor plans to use the aforesaid property during the period Festivals proposes to rent; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Public Works on behalf of the City of Chicago is authorized and directed to enter into and execute a lease for equipment with Festivals of Chicago in substantially the form of Exhibit A attached hereto and made a part hereof.

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

[Exhibit "A" attached to this ordinance printed on pages
1384 through 1394 of this Journal.]

**Lease Agreement Authorized Between City and Chicago Int'l Art
Exposition for Fine Art Exposition at Navy Pier.**

The Committee on Leases 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 Commissioner of Public Works and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Chicago International Art Exposition - Art 1982 Chicago said agreement to be in substantially the following form:

[Agreement printed on pages 1395 through 1409 of this Journal.]

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

(Continued on page 1410)

OFFICE LEASE

NO. 898
October, 1968GEORGE E. COLE*
LEGAL FORMS

OFFICE LEASE

DATE OF LEASE	BEGINNING	TERM OF LEASE	ENDING	MONTHLY RENT
June 22, 1983	May 19, 1983	October 31, 1983		\$1,350.00

Location of Premises:
3rd Floor of the North Headhouse at Navy Pier, 600 East Grand Avenue, Chicago, Illinois.

Purpose:
Office Lease

LESSEE	LESSOR
NAME • Festivals, Inc.	NAME • City of Chicago
ADDRESS • 600 East Grand Avenue	ADDRESS • 121 North LaSalle Street
CITY • Chicago, IL 60611	CITY • Chicago, IL 60602

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purposes the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

~~See paragraph 14 of attached Rider.~~
(See paragraph 14 of attached Rider).

HEAT: NON-
LIABILITY
OF LESSOR

2. Lessor will at all reasonable hours during each day and evening, from October 1 to May 1 during the term, when required by the season, furnish at his own expense heat for the heating apparatus in the demised premises, except when prevented by accidents and unavoidable delays, provided, however, that the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.

HALLS

3. Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.

RULES AND
REGULATIONS

4. The rules and regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.

ASSIGNMENT,
SUBLETTING

5. Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.

SURRENDER
OF PREMISES

6. Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and all alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.

NO WASTE
OR MISUSE

7. Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.

TERMINATION,
ABANDONMENT,
RE-ENTRY,
RELETTING

8. At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of 90.00 Dollars per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular storage warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.

REMOVED
PROPERTY

9. In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to Lessee upon demand.

LESSOR
NOT
LIABLE

10. The Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this lease.

OPTION TO
TERMINATECONFESSION
OF JUDGMENT

12. If default be made in the payment of rent, or any installment thereof, as herein provided, Lessee hereby irrevocably constitutes any attorney of any Court of Record in this State, attorney for Lessee and in Lessee's name, from time to time, to enter the appearance of Lessee, to waive the issuance of process and service thereof, to waive trial by jury, and to confess judgment in favor of Lessor against Lessee for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum for plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereon.

PLURALS;
SUCCESSORS

13. The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

14. Rider attached hereto is incorporated herein by this reference.
WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

By: _____
City Comptroller

By: _____
Thomas Drillas, President

RULES AND REGULATIONS

Except as may be currently on the Premises,

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the glass of the doors and windows of the room leased and on the directory board, and then only of such color, size, style and material as shall be first specified by the Lessor in writing, endorsed on this lease. No showcase shall be placed in front of Building by Lessee, without the written consent of Lessor endorsed on this lease. The Lessor reserves the right to remove all other signs and showcases without notice to the Lessee, at the expense of the Lessee. At the expiration of the term Lessee is to remove all his signs from such windows, doors and directory board.
2. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on Premises, or use or store inflammable fluids in the Premises without the written consent of the Lessor first had and endorsed on this lease, and all stoves which may be allowed in the Premises shall be placed and set up according to the city ordinance.
3. No additional locks shall be placed upon any doors of said room without the written consent of the Lessor first had and endorsed upon this lease, and the Lessee will not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon the termination of this lease, Lessee will surrender all keys of Premises and Building.
4. All safes shall be carried up or into Premises at such times and in such a manner as shall be specified by the Lessor; the Lessor shall in all cases retain the power to prescribe the proper position of such safes, and any damage done to the Building by taking in or putting out a safe, or from overloading the floor with any safe, shall be paid by the Lessee. Furniture, boxes or other bulky articles belonging to Lessee shall be carried up in the freight compartment of the elevators of the Building; packages which can be carried by one person and not exceeding fifty pounds in weight, may, however, be carried down by the passenger elevator, at such times as may be allowed by the management.
5. No person or persons other than the janitor of this Building shall be employed by Lessee for the purpose of taking charge of Premises without the written consent of Lessor first had and endorsed upon this lease. Any person or persons so employed by

Lessee (with the written consent of the Lessor) must be subject to and under the control and direction of the janitor of the Building in all things in the Building and outside of the Premises. The agent and janitor of the Building shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency of fire, or required examination that may arise.

6. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.
7. The rent of an office will include occupancy of office, water to Lessor's standard fixtures, heat, and elevator service during reasonable working hours; but Lessor shall not be liable for any damages from the stoppage of water, heat or elevator service.
8. If Lessee desires telegraphic or telephonic connections, the Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions endorsed on this lease no boring or cutting for wires will be permitted.
9. If Lessee desires Venetian or other awnings or shades over and outside of the windows, to be erected at the Lessee's expense, they must be of such shape, color, material and make as may be prescribed by the Lessor in writing on this lease.
10. The light through the transoms opening into the hall shall not be obstructed by the Lessee. Birds, dogs, or other animals shall not be allowed in the Building. All tenants and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damage to the Building resulting from such default or carelessness.
11. No packages, merchandise or other effects shall be allowed to remain in the halls at any time.
12. The Lessor reserves the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the Premises and for the preservation of good order therein.
13. It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of this lease has been or can be made unless done in writing and endorsed hereon by the Lessor; and in such case it shall operate only for the time and purpose in such lease expressly stated.

ASSIGNMENT BY LESSOR

On this _____, 19____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 19____.

(SEAL)

(SEAL)

GUARANTEE

On this _____, 19____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

(SEAL)

(SEAL)

NOTE: Use Form Number 12-1P for assignment by Lessee.

RIDER TO THE OFFICE LEASE
DATED JUNE 22, 1983

Festivals, Inc. - Lessee
City of Chicago - Lessor

14. Lessee agrees to pay to Lessor upon execution of this Lease the sum of \$7,316.13 as a prepayment of all rents to be paid by Lessee pursuant to this Lease.
15. All personal property, including but not limited to furniture, office equipment and safe, shall remain on the Premises. Lessee shall have full use of all such personal property for the term of this Lease. Lessee will maintain such personal property in good repair, ordinary wear and tear excepted.
16. The execution of this Lease by the City of Chicago is in full accordance with all statutes and ordinances applicable thereto.
17. Nothing herein shall affect any other right, duty or obligation between the parties to the Lease.

LEASE FOR EQUIPMENT

The CITY OF CHICAGO, an Illinois municipal corporation, by and through its Department of Public Works with its principal offices located at Room 406, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("Lessor"), and FESTIVALS OF CHICAGO, an Illinois limited partnership, with its principal offices located c/o Stone, McGuire & Benjamin, 55 East Monroe Street, Suite 3740, Chicago, Illinois 60603, Attention: Lane Gensburg ("Lessee"), hereby enter into and execute this lease of equipment ("Lease") upon the following terms and conditions:

SECTION 1. EQUIPMENT.

Lessor leases to Lessee and Lessee hires from Lessor the personal property described in Addendum A, attached hereto and made a part hereof (the "Equipment").

SECTION 2. DISCLAIMER OF WARRANTY.

Lessor not being the manufacturer or the supplier of the Equipment, nor a dealer in similar Equipment has not made and does not make any representation, warranty or covenant, express or implied with respect to the design, condition, durability, suitability fitness for use or merchantability of the Equipment in any respect, and Lessee accepts the Equipment from Lessor "As Is" and "With All Faults".

SECTION 3. TERM.

The lease term of each item of Equipment shall commence on the date Lessee takes possession of such Equipment and shall

terminate at Midnight, August 27, 1983, by which time Lessee shall have returned such Equipment to Lessor at such place as Lessor shall designate. Possession of Equipment by Lessee beyond the aforesaid date shall be deemed to be an extension of the Lease on a day to day basis, and all obligations of Lessee herein contained including payment of rent shall continue during such extension.

SECTION 4. RENT.

Lessee shall pay Lessor, simultaneously with taking possession of all or any portion of the Equipment, rent pursuant to Addendum "A" attached hereto and made a part hereof.

Additional rent due and owing, if any, at the time Lessee redelivers the Equipment to Lessor shall be paid at the time of such redelivery. Lessee agrees to pay, to the extent permitted by law, a collection service charge of \$10.00 or 5% of the delinquent payment whichever is greater, plus interest on such delinquent amount from the due date thereof until paid, at the rate of 2% per month or the highest contract rate permitted by law, whichever is less.

SECTION 5. SECURITY DEPOSIT.

Lessee shall pay to Lessor upon taking possession of the Equipment in addition to rent set forth in Paragraph 4 above, an amount equal to 50% of such rent as a security deposit. The security deposit shall be refunded to Lessee at the time the Equipment is returned less costs necessary to return the

Equipment to its condition at the time Lessee first took possession, reasonable wear and tear excepted.

SECTION 6. LOCATION.

Lessee shall keep or garage, as appropriate, the Equipment in Lessee's possession and control at the Soldier's Field Complex, Lake Shore Drive, Chicago, Illinois, and at no other location without Lessor's prior written consent, which Lessor in its sole discretion may or may not grant. Lessor shall have the right to enter upon the premises where the Equipment is located during business hours of Lessee to inspect the same.

SECTION 7. REPAIRS; MAINTENANCE; USE; ALTERATIONS.

Lessee, at its sole expense, shall keep all Equipment in good repair, condition and working order and furnish all labor, parts and supplies required therefor. Lessee agrees that the Equipment at all times shall be used solely for commercial or business purposes. Any modifications or additions to the Equipment required by any government edict shall promptly be made by Lessee at its own expense.

Without the prior written consent of Lessor, Lessee shall not make any alterations additions or improvements to the Equipment which are permanent or which detract from its economic value or functional utility, except as may be required pursuant to the preceding sentence of this Section 6. All additions and improvements to the Equipment shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Equipment upon the expiration or earlier termination of

this Lease unless Lessor notifies Lessee to restore such Equipment to its original state.

SECTION 8. LOSS, DAMAGE.

Lessee assumes and shall bear the risk of loss and damage to the Equipment from every cause whatsoever, excepting reasonable wear and tear, whether or not insured. In the event of any loss or damage to the Equipment, Lessee, shall at the option of Lessor: (a) place the same in good repair, condition and working order; or (b) replace the same with new equipment.

SECTION 9. INSURANCE.

Commencing on the date Lessee takes possession of the Equipment without regard to whether or not the term of this Lease has begun, and continuing until lessee has redelivered possession of all of the Equipment of Lessor, Lessee at its expense shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for the greater of the total rent for the full term of this Lease, or the full undepreciated replacement value (new) of the Equipment so damaged or lost, and shall carry public liability insurance, both personal injury and property damage, covering the Equipment and its use. All insurance shall be of a type, form, in amounts, with companies and contain terms and conditions satisfactory to Lessor. Certificates of insurance or other evidence satisfactory to Lessor, including true copies of the actual policies showing the existence of insurance in accordance herewith, and the terms, conditions and payments therefore shall be delivered to Lessor

forthwith. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents checks or drafts received in payment for loss or damage under any insurance policy.

SECTION 10. LIENS.

Lessee shall keep the Equipment free and clear of levies, liens and encumbrances and shall pay all license and registration fees, assessments, filing or recording fees as may be required from time to time, including any renewals thereof.

SECTION 11. INDEMNITY.

Lessee does hereby assume liability for and does agree to indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and legal expenses, of whatever kind and nature imposed on, incurred by, or asserted against Lessor (whether or not also indemnified against by any other person) in any way relating to or arising out of this Lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, return or other disposition of the Equipment by Lessor or Lessee including without limitation any claim alleging latent or other defects, whether or not discoverable by Lessor or Lessee; any claim arising out of strict liability in tort; and any fees and assessments for which Lessee is responsible pursuant to Section 10.

SECTION 12. SURRENDER.

At the expiration or earlier termination of the initial lease term of each item of the Equipment, Lessee at its expense, shall return such Equipment to Lessor, at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order as at the commencement of the Lease term thereof, reasonable wear and tear resulting from proper use excepted. Lessee agrees to pay for all damage to Equipment other than that attributable to ordinary wear and tear.

SECTION 13. DEFAULT.

Any of the following events or conditions shall constitute an event of default hereunder: (a) Lessee's failure to pay when due any amount due hereunder promptly upon the due date; (b) Lessee's default in performing any other term, covenant or condition hereof where such default is not cured within three (3) days after receipt of notice by Lessee of such default; (c) the seizure of any Equipment under legal process; (d) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee, for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's affairs, or the making by Lessee of a transfer of all or substantially a material portion of Lessee's assets or inventory not in the ordinary course of business.

SECTION 14. REMEDIES.

Upon Lessee's default, Lessor shall have the right to exercise any one or more of the following remedies: (a) without affecting Lessor's title or right to possession of the Equipment, declare due, sue for and recover all rents and other amounts then accrued or thereafter accruing for the entire Lease term; (b) require Lessee to promptly redeliver the Equipment in the manner specified in Section 11 hereof; or (c) repossess the Equipment without notice, legal process, prior judicial hearing or liability for trespass or other damage (WHICH RIGHTS LESSEE HEREBY VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVES). Such return or repossession of Equipment shall not terminate this Lease unless Lessor so notifies Lessee in writing. Lessor, at its option, may sell or re-lease the Equipment upon such terms as it determines, and apply the proceeds to Lessee's obligations hereunder, after deducting from such proceeds all costs and expenses of repossessions and disposition, reasonable attorney's fees (not less than 20% of the amount due if permitted by law), and an amount equal to 20% of the Equipment's original cost as liquidated damages for Lessor's loss of its residual salvage value at the normal expiration of the Lease. Lessee shall promptly pay any resulting deficiency, together with interest at the rate of 2% per month (or the maximum permitted by law, whichever is less) and Lessor's reasonable attorney's fees (not less than 20% of the amount due, if permitted by law) if legal action is required to collect such deficiency. If Lessor is unable to repossess the Equipment for any reason, the Equipment

shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8(b). All such remedies are cumulative and may be enforced separately or concurrently and are in addition to any other rights or remedies available to Lessor at law or equity.

SECTION 15. OWNERSHIP; PERSONAL PROPERTY; MARKINGS.

The Equipment is, and shall at all times be and remain: (a) the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease; (b) personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become, in any manner affixed or attached to or inbedded in or permanently resting upon real proeprty or any building thereon. Lessee agrees to affix nameplates or decals to the Equipment indicating Lessor's ownership thereof, if requested and supplied by Lessor.

SECTION 16. LESSOR'S PAYMENT.

In the event Lessee fails to pay any amounts due hereunder or to perform any of its other obligations under this Lease, Lessor may, at its option, pay such amounts or perform such obligations, and lessee shall reimburse Lessor the amount of such payment or cost of such perofrmance upon demand, together with interest at 2 1/2 per month or the maximum amount permitted by law, whichever is less.

SECTION 17. ENTIRE AGREEMENT; NON-WAIVER; NOTICES; SEVERABILITY.

This Lease contains the entire and only understanding

between Lessor and Lessee relating to the subject matter hereof. Any representations, promises or conditions not contained herein shall not be binding unless in writing and signed by duly authorized representatives of each party. No covenant or condition of this Lease can be waived except by the written consent of Lessor. Any notices required or given hereunder shall be in writing and delivered or placed in the United States mails, first class postage, registered or certified (return receipt requested), prepaid, and addressed as follows:

IF TO LESSOR:

Department of Public Works
Room 406, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attn: Commissioner

IF TO LESSEE:

Festivals of Chicago
c/o Stone, McGuire & Benjamin
55 East Monroe Street
Suite 3740
Chicago, Illinois 60603
Attn: Lane Gensburg

If any provision of this Lease is held invalid, such invalidity shall not affect any other provisions hereof.

SECTION 18. SURVIVAL.

Lessee's indemnities shall survive the expiration or other termination of this Lease.

SECTION 19. SECURITY DEPOSIT.

Lessor may, at its option, apply the security deposit to cure any default of lessee, whereupon Lessee shall promptly restore such security deposit to its original amount. Lessor shall return to Lessee any unapplied security deposit without

interest upon full payment and performance of Lessee's obligations hereunder.

SECTION 20. APPLICABLE LAW.

This Lease shall be governed in all respects by the laws of the State of Illinois.

Executed this _____ day of _____, 19____ at Chicago, Illinois.

CITY OF CHICAGO

ATTEST:

City Clerk

Approved as to form and legality:

Corporation Counsel

FESTIVALS OF CHICAGO,
an Illinois limited partnership

By: FESTIVALS OF ILLINOIS, INC.,
the General Partner

By: _____

Its _____

ATTEST:

Secretary

ADDENDUM A

<u>Description</u>	<u>Quantity</u>	<u>Rent/Day</u>	<u>Total Rent</u>
Plywood Bar Counters, 2'x8'x42"		\$ 2.00 ea	
Cold Plates - 2-Tap Beer Dispensers		10.00 ea.	
55 Gallon Trash Barrels		1.00 ea.	
55 Gallon Barrels (to be cut and used as tubs)		2.00 ea.	
Sweda Electromechanical Cash Registers		50.00 ea.	
3 Step Plywood Trailer Steps		5.00 ea.	
Plywood Trailer Platforms 3'x4'x30"		5.00 ea.	
Steel Cable Covers		2.00 ea.	
Compactors-approximately 29 cubic yards each		100.00 ea.	
Custom 2 Window Ticket Booths 4'x8'x8'		25.00 ea.	
Laminating Machine		7.50 ea.	
Propane Cages, 16 cylinder capacity		1.00 ea.	
1765 feet of 6' high fencing		15.00	
Luggage tag pouches and tag loops		.013 ea.	
Black plastic bags 22"x14"x58"		.90/case	

Rent will be assessed on the basis of 12 full days of use.
 Lessee will be in possession of equipment from approximately
 August 1, 1983 through August 10, 1983 for purposes of setting
 up, and from August 23, 1983 through August 27, 1983 for purposes
 of dismantling and returning the Equipment to Lessor, pursuant to
 Sections 3 and 4 of the Lease.

THIS AGREEMENT made this _____ day of _____
A.D. _____, between the CITY OF CHICAGO, a municipal
corporation of the State of Illinois and Tenant from the Public Building
Commission of Chicago (hereinafter called "Landlord") and

Chicago International Art Exposition
a corporation organized and existing by virtue of the laws of the State
of _____ (hereinafter called "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions,
both general and special, hereinafter contained and made on the part of
Tenant, does hereby grant to Tenant for use only by Tenant, the privileges
hereinafter described on premises at NAVY PIER, Foot of Grand Avenue,
Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being
attached hereto.

THIS AGREEMENT shall consist of two parts

PART I - General Conditions

PART II - Special Conditions
numbered 1 to 6

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART 1 - GENERAL CONDITIONS

ARTICLE I

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

ARTICLE II

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, the Public Building Commission of Chicago, their authorized agents and representatives, from any penalties for violation of

any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Neither landlord, nor the Public Building Commission of Chicago shall be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from their acts, omissions or neglect in the maintenance and operation of the Pier facilities.

ARTICLE VII

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements, thereto shall in all cases where possible name Landlord and the Public Building Commission of Chicago as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property

installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

ARTICLE X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

ARTICLE XI

If tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the non-payment of the rent and charges reserved hereby, or any part thereof, or of

the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord

shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE XII

Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

ARTICLE XIII

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

ARTICLE XIV

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

ARTICLE XV

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

ARTICLE XVI

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, 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. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR; 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 351 to 366 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 381 to 387; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his Contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

ARTICLE XVII

Tenant, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

ARTICLE XVIII

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

ARTICLE XIX

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

600 North Mc Clurg Court, Suite 307A

Chicago, IL 60611

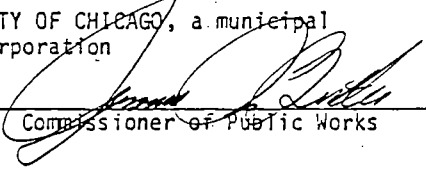
Execution of this Agreement authorized by ordinance of the City
Council of the City of Chicago passed _____

C.J.P.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

CITY OF CHICAGO, a municipal
corporation

BY


Commissioner of Public Works

BY

City Comptroller

Lakeside Group 1982

Tenant

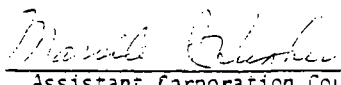

General Partner

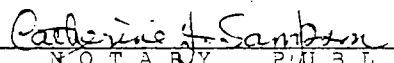
ATTEST:

SUBSCRIBED & SWORN to before me
this 27th day of April, 1982.

Secretary

APPROVED AS TO FORM AND LEGALITY:


Assistant Corporation Counsel


NOTARY PUBLIC

PART II - SPECIAL CONDITIONS

1. PREMISES

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached Exhibit:

Auditorium Building at East End of Navy Pier, Recreation, Shelter and Terminal Buildings.

<u> </u>	To be determined	sq. ft. North Hall
<u> </u>		sq. ft. South Hall
<u> </u>		sq. ft. West Hall
<u> </u>		sq. ft. Total

2. PURPOSE

Tenant shall use the demised premises for the purpose of:

Staging a Chicago International Fine Arts Exhibition and for no other purpose whatsoever.

3. TERM

The term of this Agreement shall begin on the 13th day of May, 1982, at 12:01 a.m. and shall terminate on the 18th day of May, 1982, at 12:00 midnite.

4. RENTAL

Tenant shall pay Landlord as rent for the Auditorium, Recreation and Shelter Buildings the flat rate sum of Thirty-two Hundred and no/100 Dollars (\$3,200.00) per day for the entire period of occupancy, or the total sum of Nineteen Thousand Two Hundred and no/100 dollars, (\$19,200.00), said sum to include all utility charges.

Tenant shall pay Landlord rent for space in the Exhibition Building at the rate of \$0.16 per square foot for the entire period of occupancy or the total sum of: (To be determined if needed).

Rent shall be paid as follows:

A. \$3,000.00 upon the execution of this Agreement by Tenant.

B. The balance on or before the 30th day prior to the first day of the term hereof.

Said rental payments to be made by certified check payable to the "City of Chicago", and mailed to Robert E. Shaw, Director of Administration, 320 N. Clark Street, Room 600, Chicago, Illinois 60610.

5. OPERATIONS

A. Tenant shall deposit with the Commissioner on or before the 30th day prior to the first day of the term hereof a certified check in the sum of \$ 1,000.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant.

B. No alcoholic beverages of any kind shall be sold, given away or used in the demised premises.

C. Unless consent in writing from the Commissioner is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or on in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

5. OPERATIONS (Cont'd.)

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner, his representatives, agents or policemen. The Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Commissioner.

K. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Commissioner for purposes of ingress, egress and servicing said concessions.

L. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

M. Tenant shall provide at its own expense: (1) all porters and matrons for toilet areas in the terminal building and exhibition halls, and keep same in an exceptionally clean and sanitary condition; (2) all janitorial services in these areas, (3) all ticket sellers, ticket takers, ushers, crowd directors and any security service required on the direction of the Commissioner.

N. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner.

6. EXHIBITIONS OR AMUSEMENTS WITH AN ADMISSION CHARGE

If tenant operates, or shall contract to be operated, any type of show, spectacle, amusement or exhibition within the area leased herein, and an admission charge is made for same either directly or indirectly.

A. Tenant shall pay to Landlord the sum of Twelve and one-half (12½) per cent of the gross receipts therefrom as alternative rental for the demised premises, in the event said percentage exceeds the rental set forth in paragraph four (4) hereof.

B. Tenant shall pay to the City of Chicago, as set forth in the Municipal Code of the City of Chicago, three (4%) per cent of the established base ticket-window price of admission as the Municipal Amusement Tax. Such percentage shall also apply to advance sale tickets or book or block sale of tickets either at a reduced or "marked-up" price, and shall also apply to any "package" type of ticket that may be sold or given away by Tenant or agents of Tenant, this pertaining in particular to "tie-in" sale or space to exhibitors or other persons or parties of any nature whatsoever, either paid for or given away by Tenant or other persons.

C. All tickets of admission shall be in a form satisfactory to and shall contain only such words and figures approved by the Commissioner, and shall contain only such words and figures approved by the following statement: "The City of Chicago, as Landlord, does not assume responsibility for the performance for which this ticket is issued." Tickets shall be prepared by a responsible printer, at the sole expense of Tenant, who shall furnish to the Commissioner, no later than five (5) days prior to the event, a verified statement of the number of tickets, including complimentary tickets, printed and delivered to Tenant for use at the event and of the price to be charged for each ticket. If, and as soon as, any other tickets are printed or used, Tenant shall furnish a similar verified statement with respect thereto. A facsimile of each type and kind of ticket to be issued by Tenant shall be submitted to the Commissioner for his approval no later than 30 days prior to the time any ticket is offered for sale or distribution by Tenant.

D. At the close of each day's performance or show, or at the end of each day, the Commissioner or his representative shall be present to certify the official box-office or ticket treasurer's daily report and shall be furnished at least three (3) copies of the box-office ticket report form duly certified by an accredited representative of Tenant and the box-office treasurer. On this form, or on an attached form, shall be shown the number of other persons entering the premises on either complimentary, executive, staff, employee, service, performer or exhibitor type admissions; however, reasonable allowance shall be made for visiting dignitaries or special admissions such as messengers, guards, etc., or musical or parade organizations, or members of the Armed Forces of the United States other countries.

(Continued from page 1380)

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

**Lease Agreement Authorized Between City and Metro
Scavenger Service.**

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

WHEREAS, The City of Chicago owns certain personal property useful for trash compacting; and

WHEREAS, Metro Scavenger Service desires to rent the aforesaid property from the City for its use; and

WHEREAS, The City and Metro Scavenger Service has obtained an opinion from the independent appraiser Philip Pollack & Company, Inc. on the fair rental value of the aforesaid property; and

WHEREAS, The City has no need nor plans to use the aforesaid property during the period Metro Scavenger Service proposes to rent; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Public Works on behalf of the City of Chicago is authorized and directed to enter into and execute a Lease for Equipment with Metro Scavenger Service in substantially the form of Exhibit A attached hereto and made a part hereof.

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

[Exhibit A printed on pages 1411 through 1420 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

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

(Continued on page 1421)

LEASE FOR EQUIPMENT

The CITY OF CHICAGO, an Illinois municipal corporation, by and through its Department of Public Works with its principal offices located at Room 406, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("Lessor"), and METRO SCAVENGER SERVICE, INC. an Illinois corporation with its principal offices located at 901 West 31st Street, Chicago, Illinois 60608 ("Lessee"), hereby enter into and execute this lease of equipment ("Lease") upon the following terms and conditions:

SECTION 1. EQUIPMENT.

Lessor leases to Lessee and Lessee hires from Lessor three (3) Galbreath CPR 2290 Compactors, Serial numbers CPR 0016, 0017 and 0022, respectively (the "Equipment").

SECTION 2. DISCLAIMER OF WARRANTY.

Lessor not being the manufacturer or the supplier of the Equipment, nor a dealer in similar Equipment has not made and does not make any representation, warranty or covenant, express or implied with respect to the design, condition, durability, suitability fitness for use or merchantability of the Equipment in any respect, and Lessee accepts the Equipment from Lessor "As Is" and "With All Faults".

SECTION 3. TERM.

The lease term of each item of Equipment shall commence on the date Lessee takes possession of such Equipment and shall terminate at Midnight, August 27, 1983, by which time Lessee

shall have returned such Equipment to Lessor at such place as Lessor shall designate. Possession of Equipment by Lessee beyond the aforesaid date shall be deemed to be an extension of the Lease on a day to day basis, and all obligations of Lessee herein contained including payment of rent at the rate of \$300.00 per day shall continue during such extension.

SECTION 4. RENT.

Lessee shall pay Lessor, simultaneously with taking possession of all or any portion of the Equipment, the sum of \$4,000.00 as rent for the Equipment. Additional rent due and owing, if any, at the time Lessee redelivers the Equipment to Lessor shall be paid at the time of such redelivery. Lessee agrees to pay, to the extent permitted by law, a collection service charge of \$10.00 or 5% of the delinquent payment whichever is greater, plus interest on such delinquent amount from the due date thereof until paid, at the rate of 2% per month or the highest contract rate permitted by law, whichever is less.

SECTION 5. SECURITY DEPOSIT.

Lessee shall pay to Lessor upon taking possession of the Equipment in addition to rent set forth in Paragraph 4 above, the sum of \$2000.00 as a security deposit. The security deposit shall be refunded to Lessee at the time the Equipment is returned less costs necessary to return the Equipment to its condition at the time Lessee first took possession, reasonable wear and tear from proper use excepted.

SECTION 6. LOCATION.

Lessee shall keep or garage, as appropriate, the Equipment in Lessee's possession and control at the Soldier's Field Complex, Lake Shore Drive, Chicago, Illinois, and at no other location without Lessor's prior written consent, which Lessor in its sole discretion may or may not grant. Lessor shall have the right to enter upon the premises where the Equipment is located during business hours of Lessee to inspect the same.

SECTION 7. REPAIRS; MAINTENANCE; USE; ALTERATIONS.

Lessee, at its sole expense, shall keep all Equipment in good repair, condition and working order and furnish all labor, parts and supplies required therefor. Lessee agrees that the Equipment at all times shall be used solely for commercial or business purposes. Any modifications or additions to the Equipment required by any government edict shall promptly be made by Lessee at its own expense.

Without the prior written consent of Lessor, Lessee shall not make any alterations additions or improvements to the Equipment which are permanent or which detract from its economic value or functional utility, except as may be required pursuant to the preceding sentence of this Section 6. All additions and improvements to the Equipment shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Equipment upon the expiration or earlier termination of this Lease unless Lessor notifies Lessee to restore such Equipment to its original state, reasonable wear and tear from proper use excepted.

SECTION 8. LOSS, DAMAGE.

Lessee assumes and shall bear the risk of loss and damage to the Equipment from every cause whatsoever, excepting reasonable wear and tear, whether or not insured. In the event of any loss or damage to the Equipment, Lessee, shall at the option of Lessor: (a) place the same in good repair, condition and working order; or (b) replace the same with new equipment.

SECTION 9. INSURANCE.

Commencing on the date Lessee takes possession of the Equipment without regard to whether or not the term of this Lease has begun, and continuing until lessee has redelivered possession of all of the Equipment of Lessor, Lessee at its expense shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for the greater of the total rent for the full term of this Lease, or the full undepreciated replacement value (new) of the Equipment so damaged or lost, and shall carry public liability insurance, both personal injury and property damage, covering the Equipment and its use. All insurance shall be of a type, form, in amounts, with companies and contain terms and conditions satisfactory to Lessor. Certificates of insurance or other evidence satisfactory to Lessor, including true copies of the actual policies showing the existence of insurance in accordance herewith, and the terms, conditions and payments therefore shall be delivered to Lessor forthwith. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and

execute and endorse all documents checks or drafts received in payment for loss or damage under any insurance policy.

SECTION 10. LIENS.

Lessee shall keep the Equipment free and clear of levies, liens and encumbrances and shall pay all license and registration fees, assessments, filing or recording fees as may be required from time to time, including any renewals thereof.

SECTION 11. INDEMNITY.

Lessee does hereby assume liability for and does agree to indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and legal expenses, of whatever kind and nature imposed on, incurred by, or asserted against Lessor (whether or not also indemnified against by any other person) in any way relating to or arising out of this Lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, return or other disposition of the Equipment by Lessor or Lessee including without limitation any claim alleging latent or other defects, whether or not discoverable by Lessor or Lessee; any claim arising out of strict liability in tort; and any fees and assessments for which Lessee is responsible pursuant to Section 10.

SECTION 12. SURRENDER.

At the expiration or earlier termination of the initial lease term of each item of the Equipment, Lessee at its expense, shall return such Equipment to Lessor, at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order as at the commencement of the Lease term thereof, reasonable wear and tear resulting from proper use excepted. Lessee agrees to pay for all damage to Equipment other than that attributable to ordinary wear and tear.

SECTION 13. DEFAULT.

Any of the following events or conditions shall constitute an event of default hereunder: (a) Lessee's failure to pay when due any amount due hereunder promptly upon the due date; (b) Lessee's default in performing any other term, covenant or condition hereof where such default is not cured within three (3) days after receipt of notice by Lessee of such default; (c) the seizure of any Equipment under legal process; (d) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee, for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's affairs, or the making by Lessee of a transfer of all or substantially a material portion of Lessee's assets or inventory not in the ordinary course of business.

SECTION 14. REMEDIES.

Upon Lessee's default, Lessor shall have the right to exercise any one or more of the following remedies: (a) without affecting Lessor's title or right to possession of the Equipment, declare due, sue for and recover all rents and other amounts then accrued or thereafter accruing for the entire Lease term; (b) require Lessee to promptly redeliver the Equipment in the manner specified in Section 11 hereof; or (c) repossess the Equipment without notice, legal process, prior judicial hearing or liability for trespass or other damage (WHICH RIGHTS LESSEE HEREBY VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVES). Such return or repossession of Equipment shall not terminate this Lease unless Lessor so notifies Lessee in writing. Lessor, at its option, may sell or re-lease the Equipment upon such terms as it determines, and apply the proceeds to Lessee's obligations hereunder, after deducting from such proceeds all costs and expenses of repossessions and disposition, reasonable attorney's fees (not less than 20% of the amount due if permitted by law), and an amount equal to 20% of the Equipment's original cost as liquidated damages for Lessor's loss of its residual salvage value at the normal expiration of the Lease. Lessee shall promptly pay any resulting deficiency, together with interest at the rate of 2% per month (or the maximum permitted by law, whichever is less) and Lessor's reasonable attorney's fees (not less than 20% of the amount due, if permitted by law) if legal action is required to collect such deficiency. If Lessor is unable to repossess the Equipment for any reason, the Equipment

shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8(b). All such remedies are cumulative and may be enforced separately or concurrently and are in addition to any other rights or remedies available to Lessor at law or equity.

SECTION 15. OWNERSHIP; PERSONAL PROPERTY; MARKINGS.

The Equipment is, and shall at all times be and remain: (a) the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease; (b) personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become, in any manner affixed or attached to or inbedded in or permanently resting upon real proeprty or any building thereon. Lessee agrees to affix nameplates or decals to the Equipment indicating Lessor's ownership thereof, if requested and supplied by Lessor.

SECTION 16. LESSOR'S PAYMENT.

In the event Lessee fails to pay any amounts due hereunder or to perform any of its other obligations under this Lease, Lessor may, at its option, pay such amounts or perform such obligations, and lessee shall reimburse Lessor the amount of such payment or cost of such performance upon demand, together with interest at 2 $\frac{1}{2}$ per month or the maximum amount permitted by law, whichever is less.

SECTION 17. ENTIRE AGREEMENT; NON-WAIVER; NOTICES; SEVERABILITY.

This Lease contains the entire and only understanding between Lessor and Lessee relating to the subject matter hereof. Any representations, promises or conditions not contained herein shall not be binding unless in writing and signed by duly authorized representatives of each party. No covenant or condition of this Lease can be waived except by the written consent of Lessor. Any notices required or given hereunder shall be in writing and delivered or placed in the United States mails, first class postage, registered or certified (return receipt requested), prepaid, and addressed as follows:

IF TO LESSOR:

Department of Public Works
Room 406, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attn: Commissioner

IF TO LESSEE:

Metro Scavenger Service, Inc.
901 West 31st Street
Chicago, Illinois 60608
Attn: President

If any provision of this Lease is held invalid, such invalidity shall not affect any other provisions hereof.

SECTION 18. SURVIVAL.

Lessee's indemnities shall survive the expiration or other termination of this Lease.

SECTION 19. SECURITY DEPOSIT.

Lessor may, at its option, apply the security deposit to cure any default of Lessee, whereupon Lessee shall promptly

restore such security deposit to its original amount. Lessor shall return to Lessee any unapplied security deposit without interest upon full payment and performance of Lessee's obligations hereunder.

SECTION 20. APPLICABLE LAW.

This Lease shall be governed in all respects by the laws of the State of Illinois.

Executed this _____ day of _____, 19____ at Chicago, Illinois.

CITY OF CHICAGO

ATTEST:

City Clerk

Approved as to form and legality:

Corporation Counsel

METRO SCAVENGER SERVICE, INC.

By: _____

Its _____

ATTEST:

Secretary

(Continued from page 1410)

**Lease Agreement Authorized Between City and United States
Postal Service for Postal Station at No.
10 S. Kedzie Av.**

The Committee on Leases 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 authorized to execute on behalf of the City of Chicago, a renewal of lease from the City of Chicago/Department of Public Works on the first (1st) floor at 10 South Kedzie for the use by the United States Postal Service; such lease to be approved by the Commissioner of the Department of Public Works and as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on pages
1422 through 1425 of this Journal.]

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

Riders "A," "B" and "C" attached to this ordinance
read as follows:

Rider "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve any notice or demand upon Lessee or Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessor from time to time in writing may appoint, or if to Lessee as follows: United States Postal Service, Field Real Estate, 222 South Riverside Plaza, Suite 2750, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time in writing may appoint.

Said notice or demand shall be deemed to have been served at the time copies are received at said location.

Rider "B"

Lessor under this lease shall:

Provide and pay for heat whenever necessary for comfortable occupation.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and maintain central air conditioning whenever necessary for comfortable occupation.

Provide and pay for janitorial service.

Provide and pay for custodial service which includes the following duties:

Daily cleaning of floors and furniture.

Removal of trash.

Stripping and washing of floor as per established schedules to meet traffic requirements.

(Continued on page 1426)

CER 1 VFA 11/12/82

U.S. POSTAL SERVICE SHORT FORM LEASE																	
THE UNDERSIGNED, hereinafter called the Lessor, hereby leases to the United States Postal Service, hereinafter called the Postal Service, the premises hereinafter described for postal purposes, pursuant to the terms and Conditions described herein and contained in General Conditions to Short Form Lease, Form 7417-A, attached hereto.																	
1. LOCATION. The premises are located at:																	
(Address) 10 South Kedzie Avenue		(City) Chicago	(County) Cook	(State and ZIP Code) Illinois 60612													
upon which is or will be located a <u>multi</u> story <u>brick</u> building and which property contains or will contain areas and spaces, improvements and appurtenances as follows: <u>That space as is currently being occupied on the first floor and is identified as U.S. Postal Station "D", and an unspecified loading area on the West side being that space used for Postal vehicles.</u>																	
AREA	DIMENSIONS	NET SQ. FT.	AREA	DIMENSIONS	NET SQ. FT.												
FIRST FLOOR	Irregular (Approx)	1590	DRIVEWAY														
PLATFORM			PARKING & MANEUVERING														
FOR Lessor and Lessee Notification Provision See Rider "A"			OTHER (Describe)														
2. TERMS (in each case two (2) of the following paragraphs, "A", "B" and "C" must be deleted)																	
~~Month-to-Month.~~ This is a ~~month-to-month~~ tenancy for an indefinite period beginning ~~on~~ ~~April 1, 1983~~ and may be terminated at any time by either party giving to the other ~~thirty~~ ~~days'~~ written notice, ~~any such notice given by the Lessor to be directed to the Contracting Officer.~~ ~~Fixed Term.~~ To have and to hold said premises with their appurtenances for a term of <u>Sixty (60)</u> months beginning <u>April 1, 1983</u>, and ending <u>March 31, 1988</u>. (1) ~~The Postal Service may terminate this agreement at any time by giving thirty days' written notice to the Lessor.~~ (2) This agreement may be renewed, at the option of the Postal Service, providing that 30 days' written notice is given before the end of the fixed term, for the following separate and consecutive terms and at the following monthly rentals: <table border="1"> <thead> <tr> <th>NO. MONTHS</th> <th>AT (PER MONTH RENTAL)</th> <th>NO. MONTHS</th> <th>AT (PER MONTH RENTAL)</th> <th>NO. MONTHS</th> <th>AT (PER MONTH RENTAL)</th> </tr> </thead> <tbody> <tr> <td>(a) <u>Sixty (60)</u></td> <td><u>1441.64</u></td> <td>(b) ~~DELETED~~</td> <td>~~DELETED~~</td> <td>(c) ~~DELETED~~</td> <td>~~DELETED~~</td> </tr> </tbody> </table> ~~Automatic Renewal.~~ To have and to hold the said premises with their appurtenances for a term of one year beginning ~~on~~ ~~April 1, 1983~~ thereafter this agreement shall renew itself from year to year unless thirty days before the end of any annual term the Lessor gives written notice of termination, delivered to the Contracting Officer. The Postal Service may terminate this agreement at any time by giving thirty days' written notice to the Lessor.						NO. MONTHS	AT (PER MONTH RENTAL)	NO. MONTHS	AT (PER MONTH RENTAL)	NO. MONTHS	AT (PER MONTH RENTAL)	(a) <u>Sixty (60)</u>	<u>1441.64</u>	(b) ~~DELETED~~	~~DELETED~~	(c) ~~DELETED~~	~~DELETED~~
NO. MONTHS	AT (PER MONTH RENTAL)	NO. MONTHS	AT (PER MONTH RENTAL)	NO. MONTHS	AT (PER MONTH RENTAL)												
(a) <u>Sixty (60)</u>	<u>1441.64</u>	(b) ~~DELETED~~	~~DELETED~~	(c) ~~DELETED~~	~~DELETED~~												
3. RENTAL. The Postal Service shall pay the Lessor monthly rental of \$ <u>1130.25</u> payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to: <u>City of Chicago, c/o City Comptroller, City Hall, 121 North LaSalle St., Chicago, Illinois 60602.</u>																	
4. Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: <u>For Responsibilities of Lessor See Rider "A"</u>																	
5. OTHER PROVISIONS. The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof: <u>Added: Paragraph 5a. The Lessor and the Postal Service shall have the mutual right to terminate this lease upon ninety (90) prior written notice at any time. Deleted: Paragraph #'s 2A, 2B (1), EX 2B(2)(b) and 2B(2)(c) and 2C.</u>																	
6. The undersigned has completed and attached hereto Form 7319-B, Representations and Certifications.																	
EXECUTED BY LESSOR _____, 19____ By: _____ (Signature) For Signatures See Rider "C" (Print Name & Title) Identifying No.: _____ Address: _____ (City, State and ZIP Code)			ACCEPTANCE BY POSTAL SERVICE _____, 19____ By: _____ Title: _____ (Contracting Officer) Address: _____ (Telephone)														

GENERAL CONDITIONS TO SHORT FORM LEASE

1. **LESSOR'S SUCCESSORS.** The terms and provisions of this lease and the conditions herein shall bind the Lessor, and his heirs, executors, administrators, successors, and assigns.
2. **APPLICABLE CODES AND ORDINANCES.** The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and, at his own expense, to obtain all necessary permits and related items.
3. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this rental contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this rental contract if made with a corporation for its general benefit.
4. **COVENANT AGAINST CONTINGENT FEES.** The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)
5. **ALTERATIONS.** The Postal Service may make alterations, attach fixtures or signs and erect structures in or upon the premises, all of which shall be the property of the Postal Service and, if the Lessor requests, within 30 days before termination of the Lease, the Postal Service will repair promptly or provide the Lessor payment in lieu thereof for any damage caused by its removal of such property.
6. **EXAMINATION OF RECORDS.** (NOTE: This provision is applicable if this Lease was negotiated without advertising.)
 - a. The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.
 - b. The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or his representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts for purchase orders for public utility services at rates established for uniform applicability to the general public.
7. **RECORDING.** This agreement shall be recorded at the expense of the Lessor, upon the request of the Postal Service Contracting Officer, said expense shall include all required fees.
8. **MAINTENANCE; FITNESS FOR USE.** The Lessor shall, except as otherwise specified and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises in good repair and tenantable condition. If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the purposes for which leased. If he fails to make repairs or otherwise restore the premises to tenantable condition within a reasonable time after receipt of notice from the Contracting Officer, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this contract. In addition, for any period the premises or any part thereof are unfit for the purposes for which leased, the rental shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable by reason of such condition. Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.

During the continuance of the lease, the interior of the building, including but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer.

The Lessor shall designate on Form 7426 emergency maintenance repairmen for electrical, plumbing, heating, ventilating and air conditioning emergencies or other emergencies (window, doors, locks, etc.) that may be called in the event of an emergency situation involving maintenance of the property and/or equipment when the Lessor or his designated agent cannot be contacted within a reasonable time.
9. **DESTRUCTION OF PREMISES.** Notwithstanding the provisions of Clause 8, if the premises be destroyed by fire or other casualty, this lease shall immediately terminate.
10. **NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.** The Lessor is cautioned as follows: By signing the offer, the Lessor will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" included in this solicitation. The certification provides that the Lessor does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a Lessor to agree to the Certification of Nonsegregated Facilities will render his offer ineligible for acceptance if the payments thereunder exceed \$10,000 and the contract is not otherwise exempt from the provisions of the Equal Opportunity clause.
11. **EQUAL OPPORTUNITY.** (The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Lessor agrees as follows:

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, 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. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

12. **OVERTIME.** (a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 3 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 3 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the

Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

13. **HEALTH AND SAFETY STANDARDS.** (a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1518).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

14. **SUBCONTRACT PROVISIONS.** The Lessor agrees to insert the Overtime clause, the Health and Safety Clause and this Subcontract Provisions clause in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

15. **ASSIGNMENT OF CLAIMS.** (a) If this agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this Lease may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with (i) the Contracting Officer, (ii) the surety or sureties upon the bond or bonds, if any, in connection with this lease; and (iii) the disbursing officer, if any, designated in this lease to make payment, and the Contracting Officer has acknowledged the assignment in writing.
- (b) Assignment of this lease or any interest in this lease other than in accordance with the provisions of this clause shall be grounds for annulment of the lease at the option of the Postal Service.

16. **MORTGAGEE'S AGREEMENT.** If there is now, or will be, a mortgage on the premises, the Lessor shall, if requested to do so, furnish a mortgagee's subordination agreement on Form 7450.

17. EQUIPMENT, UTILITIES AND SERVICES. Unless otherwise specified herein, the Lessor shall furnish suitable flag staff, proper post office sign and a ten-pound multi-purpose fire extinguisher for all class fires, as well as other equipment as may be specified. He shall keep all such furnished items in good condition, except that the Postal Service shall be responsible for re-charging and shell pressure testing the fire extinguisher with the Lessor remaining responsible for repair and replacement.

18. SUBLEASE. The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

19. LESSOR OBLIGATIONS. The Lessor's obligations in regard to the services provided in the Short Form Lease are further defined as follows:

(a) If fuel is furnished—Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lease.

(b) If heat is furnished—Lessor agrees to maintain uniform heating temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform heating temperature of 65 degrees F. shall be provided in all portions of the demised premises during the continuance of the lease.

(c) If neither fuel nor heat is furnished—Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease.

(d) If light is furnished—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and during the continuance of the lease shall provide and install all needed replacement parts including, but not limited to, necessary fluorescent tubes and incandescent lamps, as well as paying all lighting bills.

(e) If light is not furnished and fluorescent lights are used—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed.

(f) If power is furnished—Lessor agrees to furnish and pay for all power during continuance of the lease.

(g) If water is furnished—Lessor agrees to furnish and pay for all water during continuance of the lease.

(h) If sewerage service is furnished—Lessor agrees to furnish and pay for sewerage service during continuance of the lease.

(i) If air conditioning equipment is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.

(j) If air conditioning is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment, together with power, water and other services for its operation.

20. PAYMENT FOR LABOR AND MATERIAL. If the Successful Bidder is required to furnish a Labor and Material Payment Bond, Form 7414-E, in connection with this Lease, he agrees to post at the job site in a prominent place, a photostat or certified copy of Form 7414-E, where it can easily be seen by all persons who have furnished, or have been requested to furnish labor, material, or both, used or reasonably required for use in the performance of this Lease.

21. CLEAN AIR AND WATER (JULY 1975) (*Applicable only if (i) offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.*)

The Contractor agrees as follows:

(a) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, and all regulations and guidelines issued thereunder.

(b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded, unless and until the EPA removes the name of such facility from such listing.

(c) To notify promptly the Contracting Officer of receipt of any communication from the EPA indicating that any facility proposed for or in use under this contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) To insert the substance (i) of any Clean Air and Water Certification contained in this solicitation and (ii) of the provisions of this clause into every nonexempt subcontract, including this paragraph, and to take such steps as the Postal Service may direct as a means of enforcing these provisions.

(e) That in the event the Contractor fails to comply with all the above requirements, his right to perform may be canceled, terminated for default, or suspended for such failure, in whole or in part.

(Environmental Protection Agency regulations implementing the provisions for listing prescribed by the referenced statutes may be found at 40 CFR Part 15.)

(Continued from page 1421)

Periodical cleaning of windows and glass partitions.

Washroom supplies such as paper towels, toilet paper and soap.

Provide and replace when necessary electric bulbs, fluorescent tubes and ballasts.

Rider "C"

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

Witness the hands and seals of the parties hereto the day and year first above written.

[Signature forms omitted for printing purposes.]

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

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

**Lease Agreement Authorized Between City and Western Union Telegraph
Company for Parking Purposes at Specified Location.**

The Committee on Leases 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 authorized to execute a renewal of lease between the City of Chicago, a Municipal Corporation and The Western Telegraph Company, a corporation, for approximately 4,137 square feet of space for auto parking purposes, for employees and those related to company business at 440-442 S. Clark Street; such lease to be approved by the Commissioner, Department of Public Works, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 1427 of this Journal.]

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

[Exhibit "A" attached to this ordinance printed
on page 1429 of this Journal.]

Riders "A" and "B" attached to this ordinance read as follows:

(Continued on page 1428)

(Continued from page 1426)

Rider "A"

Rental Payment Provisions

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) quarterly for the period beginning on the 1st day of October, 1983 and ending on the 30th day of September, 1984;

Three Thousand and no/100 Dollars (\$3,000.00) quarterly for the period beginning on the 1st day of October, 1984 and ending on the 30th day of September, 1985;

Three Thousand Five Hundred and no/100 Dollars (\$3,500.00) quarterly for the period beginning on the 1st day of October, 1985 and ending on the 30th day of September, 1986.

Rent is payable in advance on the 1st day of October, January, April, and July, to the Office of the City Comptroller, 121 North LaSalle Street, Room 501, Chicago, Illinois.

Rider "B"

Lessor and Lessee Responsibilities:

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by the United States registered or certified mail, postage prepaid, addressed to Lessor, as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said location.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee as follows: Western Union Telegraph Company, Regional Manager-Administration, 427 S. LaSalle Street, Chicago, Illinois, 60605.

Lessee shall pay any and all leasehold or use taxes on premises, if levied within deadlines established by governmental taxing bodies.

The Lessor may enter upon premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering upon premises.

Lessee shall not use said premises for any commercial profit making, fund raising or political activity.

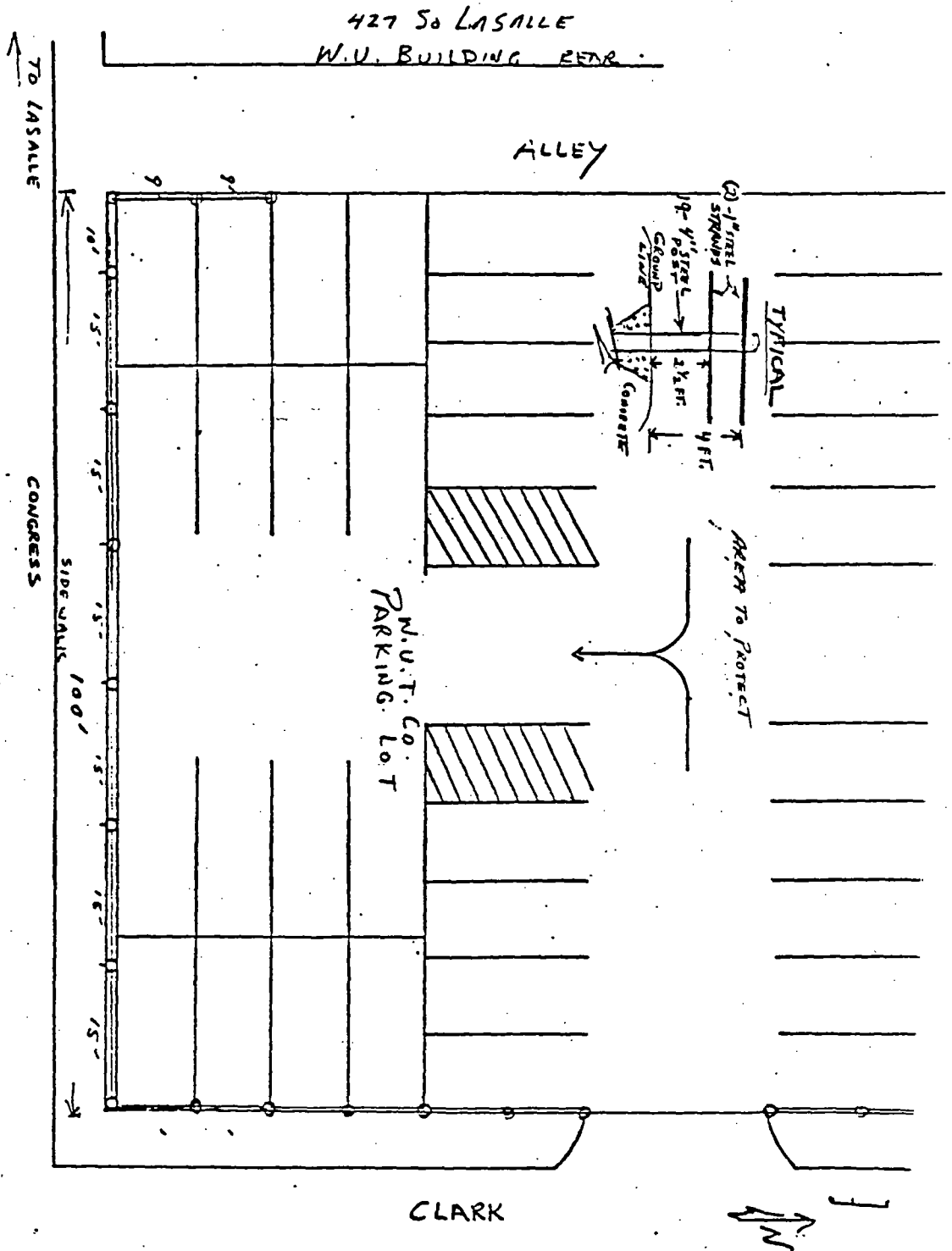
Lessee shall comply at all times with the provisions of the Municipal Code in the use of said premises.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

(Continued on page 1430)

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THE LEASE BETWEEN THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, AS LESSOR, AND THE WESTERN UNION TELEGRAPH COMPANY, AS LESSEE, FOR APPROXIMATELY 4,137 SQUARE FEET OF VACANT PROPERTY FOR PARKING PURPOSES, LOCATED AT 440-442 SOUTH CLARK STREET, CHICAGO, ILLINOIS.



(Continued from page 1428)

Lessee shall not construct any building or structures on said premises without prior written consent from Lessor.

Lessor shall have the right to terminate this lease upon thirty (30) days prior written notice to Lessee at the address cited herein.

Lessee shall be responsible for the payment of all permit or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.

Lessee agrees to indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property of the Lessor or injury to or death of any person, arising from Lessee's use and occupancy of and of any operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants. Lessee further agrees that the Lessor shall not be liable, and Lessee waives all claims for damage to property or injury to persons resulting from any act or omission of Lessor, its agents, employees or servants.

Lessee shall use the demised premises solely for the private parking of motor vehicles, trucks and other similar vehicles belonging to or used by the Lessee in operation of and incident to Lessee's business; and for private parking of motor vehicles and trucks owned by Lessee's officers, agents, servants, employees, tenants, customers or suppliers. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit.

Lessee shall not (A) assign or convey this lease or any interest under it, (B) allow and transfer hereof or any lien upon Lessee's interest by operation of law, (C) sublet the premises or any part thereof, (D) permit the use or occupancy of the premises or any part thereof by anyone other than Lessee and for those purposes specified in the above paragraph, without, in each and every case obtaining the prior, written approval of the Lessor.

In the event of a breach of any of the covenants, terms and conditions contained herein by Lessee, Lessor shall have the right to immediately terminate this lease upon giving written notice by certified or registered mail, to the Lessee at the address cited herein. Failure of neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

Lessee may construct a fence around the perimeter of the demised premises under the following conditions:

The subject fence shall not be over five (5) feet in height and shall be of the type set out in the attached specifications, such specifications shall be known as Exhibit "A" which is attached hereto and made a part of lease.

All permits, if required, in the installation of said fence shall be obtained and paid for by Lessee.

All costs associated with the purchase, installation and removal of the subject fence shall be bore by the Lessee.

Upon termination, by either expiration, cancellation or by any other provision herein, at Lessor's option, Lessor may require Lessee to demolish said fence by giving Lessee written notification.

If, Lessee is required to demolish said fence, for whatever reason, the Lessee shall bear all costs associated with the restoration of the demised premises to the original condition prior to the erection of the subject fence.

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

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

Nays--None.

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

**Lease Agreement Authorized Between City and Brunswick Building
for Rooftop Space for Specified Lights.**

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

WHEREAS, The City of Chicago has received donations for the purpose of illuminating the Daley Center Plaza; and

WHEREAS, The City and the Brunswick Building have discussed the City leasing space on the roof of the Brunswick Building to install lighting apparatus; and

WHEREAS, The Brunswick Building has agreed to lease space on its roof to the City to locate and operate lighting gantries to illuminate the Daley Center Plaza; now, therefore,

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

SECTION 1. The Commissioner of the Department of Public Works is hereby authorized to enter into and execute on behalf of the City of Chicago, upon review by the Corporation Counsel as to form and legality, an agreement with the Brunswick Building to lease rooftop space, said lease being substantially in the form attached hereto as Exhibit A.

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

[Exhibit A printed on pages 1432
through 1437 of this Journal.]

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

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

Nays--None.

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

(Continued on page 1438)

Exhibit A

LEASE AGREEMENT

THIS LEASE, dated _____ is entered into by Beneficiaries of Trust #10980 of the Harris Trust & Savings Bank, LESSOR, and the City of Chicago, an Illinois Municipal Corporation, by and through its Department of Public Works, with principal offices located at Room 406, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, LESSEE.

Lessor is the legal owner of a parcel of real property improved with an office building commonly known as the Brunswick Building (the "Building") with street address of 69 West Washington Street, Chicago, Illinois, and which is legally described in Exhibit "A" (the "Property"). The roof surface of the building consists of an open outdoor space which is depicted in the drawing attached hereto as Exhibit "B" (the "Roof").

WHEREAS the Lessor is willing to permit Lessee to provide, install and operate two (2) identical automatically activated, hydraulically operated, retractable gantry structures each to hold and operate fourteen (14) 1500 watt lighting fixtures ("Gantries").

THEREFORE, Lessor and Lessee agree as follows:

1. Basic Lease Terms. Lessor hereby demises and leases to Lessee the portion of the "Roof", with approximate dimensions of 26 feet by 22 feet, designated as the "Premises" on Exhibit "B" (such portion being referred to herein as the "Premises"), on the terms and conditions set forth herein, for a period of _____ years, commencing on _____, and ending on _____, after which this Lease will continue in effect on a year-to-year basis (cancellable by either party upon one (1) year's prior written notice to the other) on the same terms as set forth herein. Lessee agrees to pay as rent the sum of _____ Dollars and 00/100 (_____) payable in installments of One Dollar (\$1.00) per year on the first day of _____ of each year during the original term of this Lease and thereafter, except that rent for the _____ year original term may be paid in advance on the first day of the term hereof.

2. Use of the Premises. Lessee shall use the Premises for installation, maintenance and operation of the Gantries, and for no other use, and shall have the right from time to time as is reasonably necessary access to the Premises for the purpose of inspection, repair and maintenance. Lessee agrees to conduct such inspection, repair and maintenance during normal business hours, except in cases of an emergency. It is understood that Lessee shall not be provided with a key to the Premises and Lessee can gain access only through the Office of the Building.

3. Installation of the Gantries. Lessee anticipates that installation of the Gantries will begin on _____ and be completed on or before _____. Such installation shall be at Lessee's expense and Lessor shall have no liability therefore. In the event installation of the Gantries has not commenced before _____ (or if the installation is not substantially completed before _____), Lessor shall have the right to terminate this Lease upon 90 days' prior written notice to Lessee. Lessee will take the Premises "as is" and at Lessee's expense prepare the Leased Premises for installation and shall install the Gantries and ancillary improvements in a first-class manner in keeping with the condition of the Premises which existed prior to such construction and in accordance with plans and specifications prepared by or approved by Skidmore, Owings & Merrill. Said plans and specifications shall be subject to Lessor's prior written approval. No promise of the Lessor to alter, clean or improve the Premises and no representation respecting the condition of the Premises have been made by the Lessor to the Lessee, unless the same is contained herein, or made a part hereof, or in a written document signed by Lessor. This Lease does not grant any rights to light or air over property. The Gantries and improvements will be installed only in the location shown on Exhibit "B". Lessee agrees to indemnify, defend, and hold Lessor harmless from any and all claims or liability arising out of installation of the Gantries on the Premises.

4. Maintenance, Repair and Insurance. Lessee agrees to provide at its own expense (a) the maintenance and repair of the Gantries and (b) Lessee agrees to indemnify, defend, and hold Lessor harmless from any and all claims or liability arising out of the maintenance, repair and operation of the Gantries. Lessor and Lessee acknowledge and agree that Lessor assumes no liability, and shall not be responsible, for any loss of or damage to all or any portion of the Gantries resulting from the act of any persons other than acts which constitute gross negligence and/or willful acts of Lessor.

Lessee shall, at regularly scheduled intervals of not less than days each, inspect the Gantries including but not limited to structural, mechanical, hydraulic, and electrical components for the purpose of ascertaining the condition of the Gantries and ancillary equipment and undertaking such repairs and maintenance that may be necessary to keep the Gantries and ancillary equipment in first-class working condition.

5. Lighting. Lessor and Lessee agree that the purpose of the Gantries is the illumination of the Daley Center Plaza and the Picasso sculpture, (subject to the effect of applicable laws and ordinances, if any) seven (7) days a week from dawn to dusk and at such other times as may be determined by Lessee. Lessee will pay the full cost of operating such lighting and all electrical current charges. Lessee covenants and agrees that Lessor shall in no event be liable or responsible to Lessee for any loss, damage or expense which Lessee may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for Lessee's requirements. Lessor does not warrant that electric service will be free from interruptions caused by repairs, improvements, changes of service, alterations strikes, lockouts, labor controversies, accidents, or other cause. No such interruption of service shall be deemed an eviction or disturbance of Lessee's use of the leased premises or any part thereof, or render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this lease. Lessee hereby waives and releases all claims against Lessor for damages for interruption or stoppage of service. Lessee covenants and agrees that at all times its use of electric current shall never exceed the capacity of existing feeders or the risers or wiring or installation, and also that it shall make no alterations or additions to the electric equipment and/or appliances without prior written consent of Lessor in each instance.

Notwithstanding anything contained herein to the contrary, Lessor shall be liable to Lessee for any loss, damage or expense which Lessee may sustain or incur as a result of gross negligence or willful acts by Lessor, its employees, servants, or agents.

6. Rights to Cancel. (a) In the event that Lessor makes the decision to develop the Premises by means of the construction of permanent improvements (such as an addition to the Building) which would make impossible the existence of both the Gantries and such improvements on the Premises, Lessor shall have the right to cancel this Lease Agreement at any time upon ninety (90) days prior written notice to Lessee

(b) In the event Lessee fails to maintain the Gantries or in the event of damage to the Gantries and Lessee fails to make repairs and Lessor determines the condition of the Gantries is hazardous or may cause damage to the building or nearby property, Lessor may at Lessor's option either make repairs to the extent Lessor deems necessary or desirable and the Lessee shall, upon demand, pay the cost thereof, or, Lessor may cancel this Lease Agreement upon ninety (90) days notice to Lessee.

(c) In the event Lessee ceases to use the Gantries for its intended purpose of illuminating the Daley Center Plaza and the Picasso sculpture, for a period of ninety (90) consecutive days or more and fails to notify Lessor in writing of Lessee's intention to resume operation of the Gantries within a period of time acceptable to Lessor, Lessor may cancel this Lease Agreement upon ten (10) days prior written notice to Lessee.

(d) Lessee shall have the right to cancel this Lease Agreement any time upon thirty (30) days prior written notice to Lessor.

Upon cancellation of the Lease Agreement by Lessor or Lessee at any time and for any reason or upon any other termination, Lessee shall, at its own cost, remove the Gantries from the Premises, and the Property and Lessee will restore the Premises and the Building in a first-class manner in keeping with the condition which existed prior to installation of the Gantries, reasonable wear and tear excepted.

7. Landlord's Title. Landlord's title to the Premises is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act, which can, shall, or may encumber the title of Landlord.

8. Mechanics' Liens. Lessee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Property (or any portion thereof) with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Lessee in connection with construction and maintenance of the Gantries. In case of any such lien attaching, Lessee covenants and agrees to cause it to be immediately released and removed of record, except that Lessee may in good faith contest the amount of such lien without payment thereof by providing Lessor with a reasonably adequate bond protecting Lessor against loss occasioned by the existence of such lien.

9. Assignment. Lessee shall not, without the prior written consent of Lessor, assign or convey any interest in this Lease, nor sublet the Premises or any part thereof.

10. Condition of Premises. Lessee's taking possession shall be conclusive evidence as against the Lessee that the Premises were in good order and satisfactory condition when Lessee took possession.

11. Title to the Gantries. Title to the Gantries and any copyright or other proprietary rights in the Gantries shall at all times remain in Lessee, without regard to whether the Gantries would otherwise be deemed to be real or personal property.

Simultaneous with execution of this Lease, Lessor shall execute or cause to be executed a Landlord's Waiver of Lien in respect of Lessee's Gantries.

12. Applicable Laws. Lessee will not make or permit to be made any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to persons or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Property or covering its operations. Lessee will construct the Gantries and operate the lighting of the Gantries in conformance with all applicable laws, ordinances and governmental regulations.

13. Eminent Domain. If the Property, or a substantial part of the Premises (requiring removal of the Gantries), shall be lawfully taken or condemned for any public or quasi-public use or purpose, the term of this Lease Agreement shall end upon the date of the taking of possession by the condemning authority, and without apportionment of the award. Lessee hereby assigns to Lessor its interest in such award, if any, provided that nothing herein shall prohibit Lessee from seeking its own separate award (provided that Lessor's award is not reduced as a result of any award to Lessee). If any part of the Property, other than the Premises or not constituting a substantial part of the Premises, shall be so taken or condemned, this Lease Agreement shall remain in effect.

14. Waiver of Claims and Indemnity. To the extent permitted by law (and except in cases of Lessor's gross negligence), Lessee releases Lessor, its beneficiaries, and their respective agents and employees from, and waives all claims for, damage to person or property (including the Gantries) sustained by Lessee or any occupant of the Premises resulting from the Property or any part of either or any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the Property, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Building or of any other person, including Lessor's agents and employees, except this waiver and release of claims and indemnity shall not apply in the event Lessee sustains damage or loss to person or property as a result of gross negligence or willful acts of Lessor, its employees, servants or agents.

Lessee agrees to defend indemnify and save Lessor, its beneficiaries, and their respective agents and employees harmless against any and all claims, demands, costs and expenses, arising from Lessee's use of the Premises or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any act or negligence of Lessee, its agents, servants, employees or invitees, in or about the Premises.

15. Subordination to Mortgages. At the election of Lessor and Lessor's mortgagee, if any, the rights of Lessee under this Lease shall be subject and subordinate to the lien or any mortgage or mortgages now or hereafter in force against the Property. Lessee shall execute such further instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be requested by Lessor or mortgagee. Upon the request of such mortgagee, Lessee will execute instruments in which Lessee agrees to attorn to the purchaser at any foreclosure sale provided that such purchaser recognizes Lessee's leasehold estate herein and gives adequate assurances of the nondisturbance thereof.

16. Notices. Any notice or other communication hereunder shall be deemed validly given by either party when deposited in the United States registered or certified mail, with all fees fully prepaid, addressed as follows:

If to Lessee:

City of Chicago
Department of Public Works
Room 406 - City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

If to Lessor:

Arthur Rubloff & Co. of Illinois
69 W. Washington Street
Chicago, Illinois 60602
Attention: President

or to such other address for either party as such party may designate for itself by written notice to the other party given in the aforesaid manner.

17. Termination of Agreement, Etc. This Agreement may be amended or terminated at any time by the mutual written consent of Lessor and Lessee.

18. Binding Effect, Etc. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

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

20. Headings of Subdivision. The headings of subdivisions in this Agreement are for convenience of reference only, and shall not affect the interpretation of any portion of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

Attest:

Beneficiaries of Trust #30980 of the
Harris Trust & Savings Bank
by Arthur Rubloff & Co. of Illinois

By _____

Attest:

City of Chicago

By _____

Commissioner of Public Works

Reviewed as to form and legality

Assistant Corporation Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

Lot "A" in Chicago Title and Trust Company's consolidation of Lots 1, 2 and 3 in Block 57 in the original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

(Continued from page 1431)

JOINT COMMITTEE ON BUILDINGS AND ZONING.

Issuance of Permits Authorized for Erection of Illuminated Signs.

The Joint Committee on Building and Zoning submitted the following report:

CHICAGO, August 10, 1983.

To the President and Members of the City Council:

Your Joint Committee on Building and Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed orders transmitted herewith (referred March 9, 31 and June 28, 1983) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) TERRY M. GABINSKI,

Chairman.

(Signed) FRED B. ROTI,

Chairman.

On motion of Alderman Roti the committee's recommendations were *Concurred In* and said proposed orders were *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*. The following are said orders as passed:

Ordered, that the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Signal Corporation, 140 E. Tower Drive Burr Ridge, Illinois 60521, Zayre 11401 South Halsted Chicago, Illinois, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) as follows.

Dimensions: Length 25 feet Height 8 feet
Height Above Grade/Roof (to top of sign) 40 feet
Total Square Foot Area: 200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinances) and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All-Sign Corporation, 10235 Southwest Highway, Chicago Ridge, Illinois 60415, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at East side Mannheim 2400 south of Higgins, Advertising sign.

Dimensions: length 48 feet, height 14 feet
height above grade/roof to top of sign 55 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Corkill Electric Company, 4536 West Lawrence Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3214 North Kimball, Frank's Union 76.

Dimensions: length 10 feet, height 8 feet
height above grade/roof to top of sign 60 feet
Total Square Foot Area: 80 feet / side square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2731 S. Quinn, General Advertisers -- Various Copy.

Dimensions: length 60 feet, height 20 feet
height above grade/roof to top of sign 80 feet (plus 5 feet for temporary extension where needed)
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 610 W. 26th Street, General Advertisers -Various Copy.

Dimensions: length 58 feet, height 18 feet
height above grade/ to top of sign 90 feet (plus 5 feet for temporary extension when needed)
Total Square Foot Area: 1,044 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at

6915 S. State Street, General Advertisers -Various Copy.

Dimensions: length 60 feet, height 20 feet
height above grade/ to top of sign 75 feet (plus 5 feet for temporary extension when needed)
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme Wiley Corporation, No. 2480 Greenleaf Av., Elk Grove, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6426 N. Clark Street, Wendy's.

Dimensions: length 9 feet 0 inches, height 7 feet 3 inches
height above grade/roof to top of sign 30 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite-Lite Signs, 1157 W. Grand Avenue, Chicago, Illinois 60622 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3100 W. Devon Avenue, Devon Plaza.

Dimensions: length 12 feet 0 inches, height 10 feet 0 inches
height above grade/roof to top of sign 24 feet 0 inches
Total Square Foot Area: 120 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Triangle Sign Company, 2724 S. Wentworth Avenue, Chicago, Illinois 60616, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1122 W. Hollywood Avenue, 1122 W. Hollywood Building.

Dimensions: length 48 feet, height 14 feet
height above grade/roof to top of sign 50 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc., No. 232 Interstate Road, Addison, Illinois 60601 for the erection of a sign/signboard

over 24 feet in height and/or over 100 square feet (in area of one face) at No. 3415 N. Western Avenue, Armanetti Wines and Liquors.

Dimensions: length 13 feet 6 inches, height 8 feet
height above grade/roof to top of sign 23 feet 6 inches
Total Square Foot Area: 108 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc., No. 232 Interstate Road, Addison, Illinois 60101 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 3415 N. Western Avenue, Armanetti Liquors.

Dimensions: length 13 feet 6 inches, height 8 feet
height above grade/roof to top of sign 23 feet 3 inches
Total Square Foot Area: 216 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Triangle Sign Company, Inc., 5400 Northwest Highway, Chicago, Illinois 60630 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in the area of one face) as follows.

Dimensions: length 60 feet, height 20 feet
height above grade/roof to top of sign 95 feet
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite-Lite Sign, No. 1157 W. Grand Avenue, Chicago, Illinois 60622 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in the area of one face) at No. 5107 N. Harlem Avenue, Harlem Auto Parts.

Dimensions: length 11 feet, height 10 feet
height above grade/roof to top of sign 25 feet
Total Square Foot Area: 110 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Sign Corp., 140 E. Tower Drive, Burr Ridge,

Illinois 60521 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in the area of one face) at No. 5454 W. North Avenue, Pathway Financial.

Dimensions: length 12 feet, height 8 feet 3 inches
height above grade/roof to top of sign 39 feet 3 inches
Total Square Foot Area: 99 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in the area of one face) at Nos. 3227 to 3239 W. Addison Street, Elston Plaza.

Dimensions: length 12 feet 8 inches, height 20 feet 6 inches
height above grade/roof to top of sign 30 feet 6 inches
Total Square Foot Area: 253 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to A.M. Carson Ltd., 10 E. Sauk Trail, South Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height, projecting over public way and/or over 100 square feet (in the area of one face) at No. 1972 N. Wilmot, McDonalds.

*Dimensions: length 18 feet, height 19 feet 8 inches
height above grade/roof to top of sign 50 feet
Total Square Foot Area: 196 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf Avenue, Elk Grove Village, Illinois 60007 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in the area of one face) at No. 3020 North Ashland Avenue, Wag's Restaurant.

Dimensions: length 11 feet, height 9 feet 2 inches
height above grade/roof to top of sign 35 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to A.M. Carson Ltd., 10 E. Sauk Trail, South Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) at No. 12040 S. Doty, Central Tire.

Dimensions: length 18 feet, height 8 feet
height above grade/roof to top of sign 30 feet
Total Square Foot Area: 144 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern Sign Company, 3257 S. Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 150 W. 63rd Street, Shell Oil Company.

Dimensions: length 8 feet, height 30 feet
height above grade/roof to top of sign 30 feet
Total Square Foot Area: 152 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Triangle Sign Company, Inc., 2724 S. Wentworth Avenue, Chicago, Illinois 60616 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2255 S. Lumber Street, Diamond Crystal Salt Company.

Dimensions: length 60 feet 0 inches, height 20 feet 0 inches
height above grade/roof to top of sign 75 feet 0 inches
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Triangle Sign Company, Inc., 2724 S. Wentworth Avenue, Chicago, Illinois 60616 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 520 W. 24th Place, Variety Metals, Inc.

Dimensions: length 60 feet 0 inches, height 20 feet 0 inches
height above grade/roof to top of sign 75 feet 0 inches
Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

MATTERS PRESENTED BY THE ALDERMEN

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

Arranged under the following subheadings:

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

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

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

Referred--PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

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

<i>Alderman</i>	<i>Location</i>
Bloom (5th Ward)	S. Cornell Avenue (east side) from a point 45 feet north of E. 56th Street to a point 25 feet north thereof --8:00 A.M. to 6:00 P.M. -- Monday through Friday;
Pucinski (41st Ward)	N. Milwaukee Avenue, at No. 6149 (rear of bldg.);
Natarus (42nd Ward)	W. North Avenue, at No. 1001; N. Sedgwick Street, at No. 1400;
Hansen (44th Ward)	W. Belmont Avenue (south side), at No. 1521 for 42 feet -- 7:00 A.M. to 7:00 P.M.;
Stone (50th Ward)	W. Devon Avenue, at No. 2341 for 25 feet -- 8:00 A.M. to 6:00 P.M. --Monday through Friday.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Bloom (5th Ward)	S. Cornell Avenue between E. 54th and E. 55th Streets -- southerly; S. Cornell Avenue between the first alley north of E. 56th Street and E. 55th Street -- northerly;
Kotlarz (35th Ward)	W. Barry Avenue between N. Kimball and N. Kedzie Avenues -- easterly; N. Bernard Avenue between W. Barry and W. Belmont Avenues -- northerly; N. Gresham Avenue between W. Barry and N. Milwaukee Avenues --southerly; N. Wisner Avenue between N. Milwaukee and N. Kimball Avenues --northerly.

Referred--PROPOSED ORDINANCES TO AMEND AREA AND DIRECTION
ON RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC
ON PORTION OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to amend the area and direction on restriction of movement of vehicular traffic on portion of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Sheahan (19th Ward)	S. Oakley Avenue between W. 95th Street and W. 96th Street--northerly (instead of between W. 95th and W. 99th Streets--southerly);
Krystyniak (23rd Ward)	S. Knox Avenue from the first alley south of W. 47th Street to S. Archer Avenue--southerly (instead of from S. Knox Avenue to S. Archer Avenue);
Cullerton (38th Ward)	N. Moody Avenue from W. Berteau Avenue to the first east-west alley south of W. Montrose Avenue--northerly (instead of from W. Berteau to W. Montrose Avenues).

Referred--PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION ON MOVEMENT OF
VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF SPECIFIED ALLEY.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the restriction imposed on the movement of vehicular traffic; allowing the flow of traffic to proceed in both directions, on the first alley south of W. 55th Street between S. Mulligan and S. Mobile Avenues; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER TO INSTALL PARKING METERS ON PORTIONS
OF N. HUDSON AVE.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of parking meters

at No. 727 N. Hudson Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE FOR REMOVAL OF PARKING METERS
ON PORTION OF E. 55th ST.

Alderman Bloom (5th Ward) presented a proposed ordinance for the removal of Parking Meter Area 383-HP (E. 55th Street from the first alley east of Illinois Central R.R. viaduct to the first alley east of S. Cornell Avenue); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCES TO LIMIT PARKING OF VEHICLES AT ALL
TIMES AT SPECIFIED LOCATIONS.

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

<i>Alderman</i>	<i>Location and Distance</i>
Bloom (5th Ward)	E. 55th Street (both sides) from the first alley east of the Illinois Central R.R. viaduct to S. Hyde Park Boulevard -- 30 minute limit for south side of E. 55th Street--1 hour limit for north side of E. 55th Street --Monday through Saturday (Parking Meter Area 382-HP);
Krystyniak (23rd Ward)	S. Archer Avenue (south side) from S. Massasoit to S. Major Avenues -- 30 minutes--Monday through Friday.

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE PARKING LIMITATION
DURING SPECIFIED HOURS ON PORTION OF N. MILWAUKEE AVE.

Alderman McLaughlin (45th Ward) presented a proposed ordinance to discontinue parking limitation during specified hours at No. 5711 N. Milwaukee Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

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

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	E. Randolph Drive (north side) from a point 15 feet west of Harbor Drive to the existing driveway west thereof;
Rush (2nd Ward)	S. Wabash Avenue, at No. 4041 (except for handicapped);
Evans (4th Ward)	S. Evans Avenue, at No. 4742 (except for handicapped);

Burke (14th Ward)	S. Campbell Avenue (east side), at No. 5617, (except for handicapped);
Krystyniak (23rd Ward)	S. Karlov Avenue (both sides) between S. Archer Avenue and W. 51st Street (trucks only);
	S. Lawndale Avenue (west side) from W. 49th Street to the railroad tracks south thereof;
	S. Central Park Avenue (east side), at No. 2105 (except for handicapped);
Henry (24th Ward)	W. Cullerton Street (south side), at No. 4319 (except for handicapped);
	W. Polk Street (north side), at No. 3928 (except for handicapped);
Nardulli (26th Ward)	N. Francisco Avenue (west side), at No. 1656;
	N. Maplewood Avenue, at No. 1245;
W. Davis (27th Ward)	W. Adams Street (south side), at No. 1153;
	N. Sangamon Street (east side) from No. 171 to a point 100 feet north thereof;
D. Davis (29th Ward)	W. Gladys Avenue (north side), at No. 5228 (except for handicapped);
Gabinski (32nd Ward)	N. Leavitt Street (east side) at No. 2313 (except for handicapped);
Kotlarz (35th Ward)	N. Kimball Avenue (east side) from a point 40 feet north of N. Woodard Street to a point 65 feet north thereof;
Natarus (42nd Ward)	E. Erie Street (south side) from a point 60 feet east of N. State Street to the first service drive east thereof;
	W. Goethe Street (south side) from N. Wells Street to the first alley east thereof (tow away zone);
	E. Ontario Street (north side) from N. State Street to a point 133 feet east thereof;
	E. Ontario Street (north side) from N. Wabash Avenue to a point 100 feet west thereof;
	N. State Street (east side) from E. Ontario to E. Erie Streets;
	N. Wabash Avenue (east side) from E. Ontario Street to a point 109 feet north thereof;

McLaughlin (45th Ward)

N. Kostner Avenue (west side), at No. 4542 (driveway);

N. Nagle Avenue (east side) from Nos. 4801 to 4813 (no standing, stopping).

*Referred--*PROPOSED ORDINANCE TO PROHIBIT PARKING OF
VEHICLES DURING SPECIFIED HOURS ON PORTION OF
N. OCTAVIA AVE.

Alderman Pucinski (41st Ward) presented a proposed ordinance to prohibit the parking of vehicles on N. Octavia Avenue between W. Gregory Street and W. Higgins Avenue from 7:00 A.M. to 4:00 P.M. on Sundays and holidays; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCE AND ORDERS TO ESTABLISH "RESIDENT
PERMIT PARKING" ZONES FOR VEHICLES DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinance and orders to establish "Resident Permit Parking" zones for vehicles during specified times at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Krystyniak (23rd Ward)	S. Nashville Avenue (east side) on the No. 5400 block--8:00 A.M. to 6:00 P.M.--Monday through Friday;
Kotlarz (35th Ward)	N. Drake Avenue (east side) between W. Addison Street and W. Waveland Avenue--8:00 A.M. to 8:00 P.M.--Sunday through Friday.
Pucinski (41st Ward)	N. East River Road (east side) between W. Foster and W. Berwyn Avenues;

*Referred--*PROPOSED ORDER TO EXTEND "RESIDENTIAL PARKING
ZONE NO. 10."

Alderman Cullerton (38th Ward) presented a proposed order to extend "Residential Parking Zone 10" on W. Cornelia Avenue (both sides) from N. Marmora to N. Austin Avenues; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE "RESIDENTIAL
PERMIT PARKING ZONE NO. 10" ON PORTION OF
W. EDDY ST.

Alderman Cullerton (38th Ward) presented a proposed ordinance to discontinue "Residential Permit Parking Zone 10" on the 5700 block of W. Eddy Street (both sides); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCE AND ORDER TO DESIGNATE PORTIONS OF
SPECIFIED STREETS AS SERVICE DRIVES, ETC.

Alderman Majerczyk (12th Ward) presented a proposed ordinance and order to designate portions

of specified streets for designated distances as service drives, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Location</i>	<i>Distance</i>
S. Kedvale Avenue (east side)	From W. 47th Street to the first alley north thereof;
S. Kedvale Avenue (east side)	At No. 4124 W. 47th Street for 125 feet.

*Referred--PROPOSED ORDINANCES TO IMPOSE SPEED
LIMITS FOR VEHICLES ON SPECIFIED STREETS.*

The aldermen named below presented proposed ordinances to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Street, Limits and Speed</i>
O'Connor (40th Ward)	N. Mozart Street between W. Montrose and W. Sunnyside Avenues --15 miles per hour;
Stone (50th Ward)	N. Ravenswood between W. Thome and W. Devon Avenues -- 20 miles per hour.

*Referred--PROPOSED ORDER FOR INSTALLATION OF "LEFT TURN
ARROWS" TO EXISTING AUTOMATIC TRAFFIC CONTROL SIGNALS
AT SPECIFIED LOCATION.*

Alderman Nardulli (26th Ward) presented a proposed order for the installation of "Left Turn Arrows" to the existing automatic traffic control signals at the intersection of W. Augusta Boulevard and N. Ashland Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--PROPOSED ORDERS FOR INSTALLATION
OF TRAFFIC SIGNS.*

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

<i>Alderman</i>	<i>Location and Type of Sign</i>
Evans (4th Ward)	E. 54th Street and S. Blackstone Avenue - - "Stop";
Burke (14th Ward)	W. 48th and S. Wood Streets --"Stop";
Langford (16th Ward)	W. 64th and S. Justine Streets -- "4 -Way Stop";
	W. 65th and S. Aberdeen Streets --"3 -Way Stop";
Stemberk (22nd Ward)	W. 32nd Street and S. Avers Avenue -- "2- Way Stop";
Krystyniak (23rd Ward)	S. Major Avenue and W. 52nd Street -- "Stop";

S. Nashville Avenue and W. 54th Street (north and southbound) --"Stop";

S. Natoma Avenue and W. 61st Street (north and southbound) -- "Stop";

S. New England Avenue and W. 63rd Place (north and southbound) --"Stop";

S. Normandy Avenue and W. 62nd Street (north and southbound) --"Stop";

S. Oak Park Avenue and W. 53rd Street (north and southbound) --"Stop";

S. Rutherford Avenue and W. 53rd Street -- "Stop";

S. Sayre Avenue and W. 64th Street (north and southbound) -- "Stop";

W. 53rd Street and S. McVicker Avenue (east and westbound) --"Stop";

W. 53rd Street and S. Nashville Avenue (east and westbound) --"Stop";

W. 54th Street and S. Lockwood Avenue (east and westbound) --"Stop";

W. 54th Street and S. Natoma Avenue (east and westbound) -- "Stop";

W. 54th Street and S. Rutherford Avenue (east and westbound)--"Stop";

W. 56th Street and S. Merrimac Avenue--"Stop";

W. 61st Street and S. Normandy Avenue--"3-Way Stop";

W. 62nd Street and S. Melvina Avenue (east and westbound)--"Stop";

W. 62nd Street and S. Natoma Avenue (east and westbound)--"Stop";

W. 63rd Place and S. Sayre Avenue (east and westbound)--"Stop";

W. 64th Street and S. New England Avenue--"Stop";

W. Davis (27th Ward)

N. Union Avenue and W. Fulton Street--"2-Way Stop";

Frost (34th Ward)

S. Normal Avenue and W. 112th Street--"Stop";

	W. 112th Street and S. Parnell Avenue (east and westbound)---"Stop";
Kotlarz (35th Ward)	N. Drake and W. Waveland Avenues---"Stop";
	N. Kimball and W. Barry Avenues---"Stop";
	N. Kimball and W. Waveland Avenues---"Stop";
	N. Monticello and W. Cullom Avenues---"Stop";
	W. Newport and N. Karlov Avenues---"4-Way Stop";
Banks (36th Ward)	W. Waveland and N. Pontiac Avenues---"Stop";
Cullerton (38th Ward)	W. Cornelia and N. Lavergne Avenues---"Stop";
	N. Melvina and E. Eastwood Avenues---"Stop";
Cullerton (for Laurino, 39th Ward)	N. Ridgeway Avenue and W. Ainslie Street---"Stop";
O'Connor (40th Ward)	N. Talman and W. Hollywood Avenues---"Stop";
	N. Oakley and W. Berwyn Avenues---"Stop";
Pucinski (41st Ward)	N. Newcastle and W. Berwyn Avenues---"4-Way Stop";
McLaughlin (45th Ward)	N. Central and N. Leonard Avenues---"Stop";
	W. Foster and N. Lovejoy Avenues---"Stop";
	W. Gettysburg Street and N. Lovejoy Avenue---"Stop";
	Under viaduct at Avondale and N. Laramie Avenues---"No Left Turn";
	No. 5344 W. Lawrence Avenue---"Caution-Pedestrian Crossing";
	N. Normandy and W. Carmen Avenues---"4-Way Stop";
Stone (50th Ward)	First east-west alley north of W. Devon Avenue at N. Albany Avenue (entrance)---"No Thru Traffic";
	First east-west alley north of W. Devon Avenue at N. Kedzie Avenue (entrance)---"No Thru Traffic";

First east-west alley north of W. Devon Avenue at N. Sacramento Avenue (entrance)--"No Thru Traffic";

First east-west alley north of W. Devon Avenue at N. Troy Street (entrance)--"No Thru Traffic";

First east-west alley north of W. Devon Avenue at N. Whipple Street (entrance)--"No Thru Traffic";

Alley at the rear of No. 6101 N. Francisco Avenue--"Slow Children Crossing";

Alley bounded by W. North Shore Avenue, W. Wallen Avenue, N. Clark Street and N. Ashland Avenue--"No Thru Traffic";

Referred--PROPOSED ORDERS FOR SURVEYS FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED INTERSECTIONS.

Alderman Krystyniak (23rd Ward) presented two proposed orders for a survey 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.

Location	Nature
W. 49th Street and S. Knox Avenue	"3 Way Stop";
W. 56th Place and S. Springfield Avenue	"Stop".

Referred--PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for truck and commercial vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
Huels (11th Ward)	W. 35th Place from S. Halsted Street to S. Morgan Street;
Streeter (17th Ward)	S. Normal Avenue from W. 67th Street to W. 72nd Street;
	W. 76th Street from S. Lowe Avenue to S. Loomis Street.

2. ZONING ORDINANCE AMENDMENTS.

Referred--PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying

particular areas, were presented by the aldermen named below respectively, and were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN CULLERTON (38th Ward):

To classify as a C1-2 Restricted Commercial District instead of a B5-2 General Service District the area shown on Map No. 13-J bounded by

the alley next north of W. Lawrence Avenue; a line 83 feet west of and parallel to N. Central Park Avenue; W. Lawrence Avenue; and N. Lawndale Avenue.

BY ALDERMAN STONE (50th Ward):

To classify as an R3 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 17-I bounded by

W. Albion Avenue; N. Mozart Avenue; W. North Shore Avenue; the alley next west of N. California Avenue between W. North Shore Avenue and W. Albion Avenue.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Claims and Liabilities* as follows:

Alderman

Claimant

Stemberk (22nd Ward)

Rebecca G. Ramos;

D. Davis (29th Ward)

Robert Linear;

Gabinski (32nd Ward)

John Sluka;

Kotlarz (35th Ward)

Louise Somers;

Orbach (46th Ward)

Edna A. Nadlin;

Stone (50th Ward)

Lillian Twersky.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Illinois Central Gulf Railroad Company to maintain and use, as now installed, four 3-inch conduits under and across E. South Water Street near N. Michigan Avenue for the purpose of carrying telephone and communication cables from the Illinois Central Gulf Railroad Company property to the Two Illinois Central Building at No. 233 N. Michigan Avenue.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER TO PREPARE ORDINANCES TO CLOSE
TO TRAFFIC PORTION OF N. GARLAND CT. AND TO OPEN
ADDITIONAL RIGHT OF WAY.

Also a proposed order to prepare an ordinance to close to vehicular traffic a portion of N. Garland Court lying south of E. Randolph Street, and to prepare an ordinance for opening the 14.5 feet as an additional right of way along the east side of N. Garland Court between E. Randolph and E. Washington Streets.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Tishman Midwest Management Corp. to maintain and use an existing canopy attached to the building or structure located at No. 55 E. Monroe Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN ROTI (1st Ward) and OTHERS:

*Referred--*PROPOSED ORDER FOR PERMISSION TO SERVE
ICE CREAM AND SOLICIT DONATIONS FOR "OFF THE
STREET CLUB" AT VARIOUS LOCATIONS.

A proposed order, presented by Aldermen Roti, W. Davis and Natarus, to grant permission and authority to Crain Communication Inc. to use the following public ways for the purpose of serving ice cream and soliciting donations for the "Off The Street Club", which was *Referred to the Committee on Finance*, as follows:

- August 8: Lunch (11:45 A.M. - 1:00 P.M.) -- Clark and Monroe, the northeast corner.
 Evening (4:30 P.M. - 5:45 P.M.) -- Northwestern Station, Madison at Chicago River.
- August 9: Lunch -- Wrigley Bldg., No. 410 N. Michigan.
 Evening -- Union Station, Adams at Chicago River.
- August 11: Lunch -- LaSalle and Adams, northeast corner.
- August 12: Lunch -- Hancock, Chestnut and Michigan, southeast corner.
- August 15: Lunch -- First National Plaza, Dearborn at Monroe, northwest corner.
 Evening -- Northwestern Station, Madison at Chicago River
- August 16: Lunch -- Wrigley Bldg., No. 410 N. Michigan
- August 17: Lunch -- Randolph and Michigan, northeast corner
 Evening -- Union Station, Adams at Chicago River
- August 18: Lunch -- Wacker and Michigan, southeast corner
- August 19: Lunch -- First National Plaza, Dearborn and Monroe, northwest corner.

Presented by

ALDERMAN RUSH (2nd Ward) and OTHERS:

August 13, 1983 Declared "Bud Billiken Day."

A proposed resolution, presented by Aldermen Rush, Roti, Beavers, Humes, Hutchinson, Huels, Brady, Langford, Kelley, Nardulli, W. Davis, D. Davis, Santiago, Frost, Kotlarz, Banks, Hansen, Stone, reading as follows:

WHEREAS, The annual Bud Billiken Parade, which runs its merry course every year along Dr. Martin Luther King, Jr., Drive, is one of the highlights of Chicago summers; and

WHEREAS, This year the Bud Billiken Parade will take place Saturday, August 13, as the 54th observance of this annual event; and

WHEREAS, This means for the 54th consecutive time the *Chicago Defender* Charities will sponsor this great occasion, enjoyed by many thousands of Chicagoans and their friends; now therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 10th day of August, 1983, do hereby declare Saturday, August 13, 1983, to be "BUD BILLIKEN DAY" throughout Chicago; and

Be It Further Resolved, That we congratulate the *Chicago Defender* Charities and Publisher John H. Sengstacke on the observance of the 54th Annual Bud Billiken Parade; and

Be It Further Resolved, That all Chicagoans and all visitors to our great City are invited to participate in this grand event.

Alderman Rush 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 Rush, seconded by Aldermen Langford and D. Davis, the foregoing proposed resolution was *Adopted*.

—
*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Michael Reese Hospital and Medical Center to maintain and use a one-story covered pedestrian bridge for access between the existing Mandel Clinic building and the new Diagnostic Facility building near E. 29th Street and S. Ellis Avenue.--*Referred to the Committee on Streets and Alleys.*

—
*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 27, SECTION 27-278.1
OF MUNICIPAL CODE LIMITING USE OF MOTORCYCLES
ON SPECIFIED PUBLIC WAY.

Also a proposed ordinance to amend Chapter 27, Section 27-278.1 of the Municipal Code of Chicago by adding a new paragraph (c) which would limit the use of motorcycles on E. 31st Street between S. State Street and S. Lake Shore Drive between the hours of 10:00 P.M. and 7:00 A.M.--*Referred to the Committee on Traffic Control and Safety.*

—
*Referred--*PROPOSED ORDER FOR PERMIT
TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to I. Nesley Brown, Mary Brown and Ada Brown

to maintain and use an existing canopy attached to the building or structure located at No. 3737 S. Michigan Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN RUSH (2nd Ward) and OTHERS:

U.S. Senate Memorialized to Adopt H.R. No. 3706 Citing
Dr. Martin Luther King, Jr.'s Birthday
as National Holiday.

A proposed resolution; presented by Aldermen Rush, Roti, Evans, Beavers, Hutchinson, Hules, Brady, Langford, Kelley, Nardulli, W. Davis, D. Davis, Santiago, Frost, Kotlarz, Banks, Hansen and Stone, reading as follows:

WHEREAS, Dr. Martin Luther King, Jr., is known worldwide to have been one of the most influential and beloved leaders in the 20th Century, and indeed in the history of these great United States; and

WHEREAS, Every year since Dr. Martin Luther King, Jr.'s untimely death, our great nation has recognized the significance of Dr. King's date of birth, January 15; and

WHEREAS, The Congress of these United States is now considering the feasibility of declaring January 15 as a national holiday in honor of this most outstanding of U.S. citizens; and

WHEREAS, H.R. No. 3706 does indeed seek to declare January 15 a national holiday, has already been adopted by the House of Representatives and is now before the Senate; and

WHEREAS, As early as March 14, 1969, the City Council of Chicago memorialized the U.S. Congress to establish January 15 as a national holiday. On January 16, 1974, Mayor Richard J. Daley proclaimed January 15 as Dr. Martin Luther King, Jr. Day in Chicago, and had previously designated that City offices be closed on that date every year; and

WHEREAS, While the Illinois Legislature declared January 15 a state holiday from 1974, the U.S. Congress has not yet declared that date as a national holiday; now therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 10th Day of August, 1983, do hereby memorialize the United States Senate to adopt H.R. No. 3706, declaring January 15 as a national holiday in observance and recognition of the esteemed memory of Dr. Martin Luther King, Jr., one of the surpassing figures in United States history; and

Be It Further Resolved, That a suitable copy of this resolution be submitted to the United States Senate.

Alderman Rush 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 Rush, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN EVANS (4th Ward):

*Referred--PROPOSED ORDER TO INSTALL KIOSK
AT SPECIFIED INTERSECTION.*

A proposed order to install a kiosk on the northeast corner of E. 53rd Street and S. Harper Avenue

for the Hyde Park Business and Professional Association located at No. 5411 S. Hyde Park Boulevard.--
Referred to the Committee on Streets and Alleys.

Presented by

ALDERMAN BLOOM (5th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to The University of Chicago to maintain and use, as now installed, two conduits consisting of a tile conduit containing a copper tube, and a tile conduit containing lead covered cable, all under and across S. University Avenue north of the north line of E. 59th Street.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Baird and Warner, Inc., Agent Exchange National Bank, U/T No. 15935, to maintain and use an existing canopy attached to the building or structure located at Nos. 1701-1711 E. 53rd Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SAWYER (6th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT CARNIVAL
AT SPECIFIED LOCATION.

A proposed order for issuance of a permit to Park Manor Community Organization, c/o Jeanette Rouselle, No. 431 E. 75th Street, to conduct a carnival on E. 75th Street from S. Dr. Martin Luther King Jr. Drive to S. St. Lawrence Avenue on Saturday, August 20, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Tribute to the Late Fahey Flynn.

A proposed resolution reading as follows:

WHEREAS, God the Almighty in His Infinite Wisdom has called to his eternal reward Fahey Flynn, who for four decades was one of Chicago's most distinguished and respected media personalities; and

WHEREAS, Fahey Flynn, who died August 8, 1983, at the age of 67, was a native of Escanaba, Michigan. He began in Chicago broadcasting in 1941 at WBBM Radio, spent time in the Navy during World War II and in 1952 became the anchor of WBBM-TV's newscast. In 1968 he moved to the job for which he is best known and most lovingly remembered, as anchorman for WLS-TV news. With his bowtie and his greeting of "How do you do, ladies and gentlemen!" he became a familiar figure throughout the Chicago viewing area, keeping untold thousands informed and entertained; and

WHEREAS, The class and elegance and honest reporting which were always associated with Fahey Flynn inspired his contemporary newsmen as well as those of the next generation, and earned him public respect which gave him an almost legendary status in Chicago; and

WHEREAS, Fahey Flynn won the first local Emmy Award, television's highest honor, in 1953, and in 1968 he and co-anchorperson Joel Daly won Emmies for "excellence in daily newscasts, with a personal stamp of serious, thoughtful reporting, balanced by a sense of humor." Flynn received another Emmy for Channel 7's coverage of Flight 191's crash near O'Hare Airport in 1979, and in 1980 was named Man of the Year by the Chicago Variety Clubs; and

WHEREAS, The leaders of this great City, and indeed many national leaders as well, always regarded Fahey Flynn with the utmost respect for his honesty and integrity and warm personality; now, therefore

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 10th day of August, 1983, do hereby express our deep sorrow on the death of "The Grand Old Man of Chicago," Fahey Flynn, and our shared sense of loss and bereavement to his wife, Mary, and his children, Kathryn and James. Fahey Flynn will be sorely missed; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Fahey Flynn.

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

On motion of Alderman Vrdolyak, the foregoing proposed resolution was *Adopted*, by a rising vote.

**Jack Brickhouse Honored on Occasion of His Entering
Baseball's Hall of Fame.**

Also a proposed resolution reading as follows:

WHEREAS, Jack Brickhouse, who has been covering sports for Chicago's WGN Radio and Television for over four decades, was inducted into Baseball's Hall of Fame July 31, 1983; and

WHEREAS, Jack Brickhouse is the recipient of the Ford C. Frick award for 1983, becoming the second Chicagoan to win this award for excellence in broadcasting; the first was Bob Elson; and

WHEREAS, With a voice and smile familiar to all Chicagoans, Jack Brickhouse has received many awards over the 42 years he has spent with WGN, and the Frick Award caps a career filled with outstanding accomplishments. Jack has covered Channel 9 in Chicago beginning with the station's first telecast in 1948, and also did the broadcasts of the Chicago Bears for 24 consecutive seasons. No baseball broadcaster has televised as many games as Jack Brickhouse; and

WHEREAS, In addition to his regular broadcasts and telecasts over WGN Radio and Channel 9, Jack has covered four World Series, five All-Star Baseball games; twelve All-Star Football games; two National Football League Championships; the Rose Bowl, Orange Bowl and Sugar Bowl; three Blue-Gray games; six American Bowl games; four East-West Football games; the World Series of Golf; several Golden Gloves Tournaments, and big fights as well, including Louis - Charles and Walcott - Charles. His name is a household word with virtually every sports lover in this country; and

WHEREAS, Jack Brickhouse has received innumerable awards: induction into eight Halls of Fame, "Outstanding Sportscaster of the Year in the State of Illinois", "Broadcasting's Man of the Year", "Best Sports Announcer", as well as a number of Emmy Awards, television's highest honor; and

WHEREAS, Jack Brickhouse is an outstanding Chicago citizen beloved and respected by all who know him and who have enjoyed his broadcasts over the past 42 years; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 10th day of August, 1983, do hereby honor and congratulate our friend Jack Brickhouse upon his well deserved induction into Baseball's Hall of Fame, and wish this great Chicagoan many more years of continuing success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jack Brickhouse.

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

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

*Referred--*PROPOSED RESOLUTION TO PROHIBIT COUNCIL
MEMBERS FROM VOTING OR PARTICIPATING IN
OFFICIAL MATTERS UNTIL INCOME TAXES,
ETC. HAVE BEEN FILED.

Also a proposed resolution to prohibit any City Council member from voting or participating in any official matter until their income taxes, have been filed, parking fines paid, water bills paid, City vehicle sticker tax paid or whatever debt is owed to any governmental body.--*Referred to the Committee on Committees and Rules*.

Presented by

ALDERMAN VRDOLYAK (10th Ward) and ALDRMAN BEAVERS (7th Ward):

*Referred--*PROPOSED ORDINANCE TO SET PUBLIC HEARING FOR
CREATION OF SPECIAL SERVICE AREA NO. 5 (COMMERCIAL
AVENUE BUSINESS DISTRICT).

A proposed ordinance to set a public hearing for the creation of Special Service Area No. 5 to consider the levy of an annual tax upon the property in the Special Service Area (the Commercial Avenue Business District) sufficient to produce revenues required to provide special services in the area and which will be administered by the Commercial Avenue Commission.--*Referred to the Committee on Finance*.

Presented by

ALDERMAN VRDOLYAK (10th Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION IMPLORING MAYOR AND
COUNCIL TO SERIOUSLY CONSIDER MINORITY COMMUNITY
VIEWPOINT OF "50% CONTRACTS AND JOBS."

A proposed resolution, presented by Aldermen Vrdolyak, Roti, Brady, Stemberk, Marzullo, Nardulli, Santiago, Gabinski and Damato, imploring Mayor Washington and the Chicago City Council to become aware of and attentive to the minority community of Chicago's view to update the participation of minorities in all municipal, state and federally funded public works projects to 50% as reflected in the "50% Contracts and Jobs" plan.--*Referred to the Committee on Employment*.

Presented by

ALDERMAN HUELS (11th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK
SALE AT SPECIFIED LOCATION.

A proposed order for issuance of the necessary permits to the Bridgeport Businessmen's Association, c/o Seymour Michael, No. 3516 S. Halsted Street, to conduct a sidewalk sale on both sides of S. Halsted Street from W. 31st Street to W. 35th Place for the period of August 4-6, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN BURKE (14th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 29 OF
MUNICIPAL CODE CONCERNING VEHICLE STICKERS.

A proposed ordinance to amend Chapter 29, Section 29-11 of the Municipal Code of the Chicago which would set the fee for a duplicate vehicle sticker at five dollars.--*Referred to the Committee on Finance.*

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONDUCT CARNIVAL AND
SIDEWALK SALE AT SPECIFIED LOCATIONS.

Also two proposed orders for issuance of permits to conduct a carnival and a sidewalk sale at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

St. Basil Church, c/o Reverend William O'Connor, No. 1824 W. Garfield Boulevard--to conduct a carnival on S. Honore Street from W. 54th to W. 55th Streets for the period of August 10-14, 1983;

Chicago Lawn Chamber of Commerce, c/o Janet McEvilly, No. 3258 W. 64th Place--to conduct a sidewalk sale on W. 63rd Street from S. Central Park to S. California Avenues and on S. Kedzie Avenue from W. 62nd to W. 64th Streets for the period of August 18-20, 1983.

Presented by

ALDERWOMAN LANGFORD (16th Ward):

Drafting of Ordinance Directed for Vacation of Specified Public Street.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 2 feet of the east-west 50-foot public way in the block bounded by W. 63rd Street, W. 64th Street, S. Parnell Avenue, and S. Normal Boulevard for Englewood Eden Green Ltd. (No. 21-16-83-845); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderwoman Langford, the foregoing proposed order was *Passed*.

**Congratulations Extended to V.I.P. Associates on Occasion of
"End of Summer Fest '83" to be held on Sunday,
August 28, 1983.**

A proposed resolution reading as follows:

WHEREAS, V.I.P. Associates, a talent expansion group and a not-for-profit organization on Chicago's great South Side dedicated to giving exposure to developed and goal-oriented artists, is sponsoring "End of Summer Fest '83" Sunday, August 28, 1983, at the Taste Entertainment Center complex, 6331 S. Lowe Avenue; and

WHEREAS, This festive event will feature artists and entertainment throughout the day from noon to midnight, and is expected to be widely attended by many of Chicago's citizens and their friends; and

WHEREAS, The South Side neighborhood looks forward to this gala occasion which helps so strongly tap the excellent resource of talent which exists in this great City of Chicago; now, therefore,

Be It Resolved, That we, The Mayor and Members of the City Council of the City of Chicago, gathered here this 10th day of August, 1983, do hereby congratulate V.I.P. Associates on the excellent work this outstanding group has done in the development of talent, and most particularly on the "End of Summer Fest '83" which will take place Sunday, August 28, 1983, from noon to midnight; and

Be It Further Resolved, That all Chicagoans be invited to participate in this festive event.

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

On motion of Aldermwoman Langford, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN KELLAM (18th Ward);

Honor Extended to Wounded Chicago Police Officer Michael Byrne.

A proposed resolution reading as follows:

WHEREAS, On July 13, 1983, Police Officer Michael Byrne and his partner, Officer Donald Woods, were manning a squad car on the South Side and were flagged down by a citizen who told of an armed man waving a pistol in the general area of W. 92nd Street and S. Ashland Avenue; and

WHEREAS, Police Officer Michael Byrne, a 17-year veteran among Chicago's Finest, rushed to the scene, ordered the armed man to drop his weapon, but the man turned the gun on Officer Byrne and fired. In the ensuing gun battle Officer Byrne, though he successfully downed his opponent, was critically wounded in the line of duty and hospitalized in serious but stable condition; and

WHEREAS, Police Officer Michael Byrne is an outstanding example of the best in our great Police Department, laying his life on the line in protection of the general welfare and giving little consideration to his own safety and well-being; and

WHEREAS, The grateful citizens of this great City of Chicago owe an unpayable debt to this committed public servant and the many Police Officers like him; now, therefore,

Be It Resolved. That we, the Mayor, and Members of the City Council of the City of Chicago, gathered here this 10th day of August, 1983, do hereby congratulate and honor Police Officer Michael Byrne of the Morgan Park police district on behalf of our City's grateful citizens, and that we send to this outstanding citizen our best and most sincere wishes for his speedy recovery; and

Be It Further Resolved. That a suitable copy of this resolution be presented to Chicago Police Officer Michael Byrne.

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

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

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE AT SPECIFIED LOCATION.

Also a proposed order to grant permission to Honey Bee Card and Gift Shoppe, c/o Raymond Martin, No. 8224 S. Kedzie Avenue, to conduct a sidewalk sale on both sides of S. Kedzie Avenue between W. 82nd and W. 83rd Streets for the period of August 25-27, 1983.--*Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

Also a proposed order for issuance of a sign permit to Ahern Sign Company, No. 3257 S. Harding Avenue, for the installation of a sign/signboard at Nos. 8300-8310 S. Ashland Avenue (Bojangles Chicken).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

*Referred--*PROPOSED ORDINANCE FOR APPROVAL OF PLAT
OF SUBDIVISION, ETC.

A proposed ordinance to direct the Superintendent of Maps to approve a plat of "Hartz's Subdivision" having a frontage of approximately 771 feet on W. 103rd Street and 706 feet on S. Pulaski Road, and providing for the dedication of W. 102nd Street, W. 102nd Place, S. Harding Avenue and S. Springfield Avenue.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPIES.

Also a proposed order for issuance of a permit to Beverly Hills Plaza Building Corporation to maintain and use two existing canopies attached to the building or structure located at No. 2200 W. 95th Street.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK
SALE AT SPECIFIED LOCATION.

Also a proposed order for issuance of a permit to the Beverly Hills Pharmacy, c/o Chuck Turner, No. 1835 W. 103rd Street, to conduct a sidewalk sale in front of the drugstore for the period of August 26-27, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN STEMBERK (22nd Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONDUCT STREET
FAIRS AT SPECIFIED LOCATIONS.

Two proposed orders for issuance of permits to conduct street fairs at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Blessed Agnes Church, c/o Dolores Reyes, No. 2651 S. Central Park Avenue--to conduct a street fair on S. Central Park Avenue between W. 26th and W. 27th Streets for the period of August 27-28, 1983;

Fiesta DeLavillita, c/o Alderman Frank D. Stemberk--to conduct a street fair on W. 26th Street from S. Kostner Avenue to the railroad tracks (City limits) for the period of September 2-5, 1983.

Presented by

ALDERMAN KRSTYNYIAK (23rd Ward):

*Referred--*PROPOSED ORDER FOR PAVING OF ALLEY BY
SPECIAL ASSESSMENT.

A proposed order to direct the Board of Local Improvements to institute the necessary proceedings for the paving with concrete, by special assessment, of the 16-foot alley bounded by S. Komensky Avenue, S. Pulaski Road, W. 51st Street and S. Archer Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN MARZULLO (25th Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT STREET
FESTIVAL AT SPECIFIED LOCATION.

A proposed order to grant permission to Mujeres Latinas En Accion, c/o Elena Sarabia, No. 1823 W. 17th Street, to conduct a Street Fest on W. 17th Street between S. Wood Street and S. Wolcott Avenue on Saturday, September 10, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN NARDULLI (26th Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK
SALE AT SPECIFIED LOCATION.

A proposed order to grant permission to the North-California Businessmen's Association, c/o Rebecca Lawlor, No. 2812 W. North Avenue, to conduct a sidewalk sale on both sides of W. North Avenue between N. California and N. Western Avenues for the period of August 18-21, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN W. DAVIS (27th Ward):

*Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.*

A proposed ordinance to grant permission and authority to E. W. Kneip, Inc. to maintain and use, as now constructed, an I-beam over the sidewalk in front of the premises at No. 913 W. Fulton Street.--*Referred to the Committee on Streets and Alleys.*

*Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.*

Also two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Sears, Roebuck and Co., Nos. 3231-3241 W. Arthington Street;

Sears, Roebuck and Co., Nos. 901-909 S. Homan Avenue.

Presented by

ALDERMAN SMITH (28th Ward):

*Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK
SALE AT SPECIFIED LOCATION.*

A proposed order for issuance of the necessary permits to the Garfield Park Chamber of Commerce, c/o Rufus Milton, No. 4000 W. Madison Street, to conduct a sidewalk sale on W. Madison Street from Springfield to Keeler Avenues for the period of August 11-14, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN D. DAVIS (29th Ward):

*Referred--PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/
SIGNBOARD AT SPECIFIED LOCATION.*

A proposed order for issuance of a sign permit to National Advertising Company, No. 6850 S. Harlem Avenue, Argon, Illinois, 60501, to install a sign/signboard at No. 5660 W. Taylor Street (Corbitt Manufacturing Company).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN HAGOPIAN (30th Ward):

*Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT
CARNIVAL AT SPECIFIED LOCATION.*

A proposed order for issuance of a permit to St. Philomena Church, c/o Reverend Charles F. Kelley, No. 1921 N. Kedvale Avenue, to conduct a carnival on W. Cortland Street from N. Kedvale to N. Karlov Avenues and fifty feet of sidewalk on Karlov from W. Cortland Street to the first alley south thereof for the period of August 17-24, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN SANTIAGO (31st Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION FOR ACCELERATION OF
PROCESS TO RAZE OR REHABILITATE DANGEROUS
BUILDINGS.

A proposed resolution, presented by Aldermen Santiago, Roti, Rush, Hutchinson, Majerczyk, Madrzyk, Stemberk, Henry, D. Davis, Kotlarz, Banks, Hansen, McLaughlin, Schulter and Stone, urging the Circuit Court of the Cook County and the appropriate City departments to take steps toward the acceleration of the process by which abandoned, dangerous buildings are disposed of.--*Referred to the Committee on Housing and Neighborhood Development.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 194A
OF MUNICIPAL CODE, A/K/A CHICAGO ZONING ORDINANCE,
CONCERNING SIGN REGULATIONS.

A proposed ordinance to amend Chapter 194A of the Municipal Code of Chicago, a/k/a the Chicago Zoning Ordinance, concerning sign regulations.--*Referred to the Committee on Zoning.*

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to LaSalle National Bank, as Trustee, U/T No. 105174, to maintain and use, as now constructed, a covered bridge or structure not exceeding forty feet in length, twenty-four feet in width, nor four stories in height over a portion of the turning space at the northerly end of the public alley running northwesterly from N. Ashland Avenue, easterly of and parallel to N. Milwaukee Avenue in the rear of the premises at Nos. 1324-1326 N. Bauwans Street.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMISSION TO CLOSE TO TRAFFIC
PORTIONS OF SPECIFIED PUBLIC WAYS FOR 7TH ANNUAL
WICKER PARK GREENING FESTIVAL.

Also a proposed order to grant permission to Marion Smith, No. 1644 N. Leavitt Street, to close to traffic the 1600 block of N. Hoyne Avenue, the 1600 block of N. Leavitt Street, the 2000 block of W. Caton Street, and the 2000 block of W. Concord Place to conduct the 7th Annual Wicker Park Greening Festival for the period of August 20-21, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN MELL (33rd Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONDUCT SIDEWALK SALES
AT SPECIFIED LOCATIONS.

Seven proposed orders for issuance of permits to conduct sidewalk sales at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Armitage Boutique, c/o Mr. Ortega, No. 2439 W. Armitage Avenue--for the period of August 5-7, 1983;

Armitage Boutique, c/o Mr. Ortega, No. 2439 W. Armitage Avenue--for the periods of August 11-14, 1983, August 18-21, 1983, August 25-28, 1983, and September 1-4, 1983;

Boston Department Store, c/o Mel Ashman, No. 2010 N. Milwaukee Avenue--for the period of August 4-7, 1983;

Boston Department Store, c/o Mel Ashman, No. 2010 N. Milwaukee Avenue--for the periods of August 11-14, 1983, August 18-21, 1983, August 25-28, 1983, and September 1-4, 1983;

Fin de Siglo Corp., c/o Delfin Delgado, No. 3130 W. Armitage Avenue--for the period of August 4-7, 1983;

Fin de Siglo Corp., c/o Delfin Delgado, No. 3130 W. Armitage Avenue--for the periods of August 11-14, 1983, August 18-21, 1983, August 25-28, 1983, and September 1-4, 1983;

M & M Surplus Store, c/o Belle Mottlowitz, No. 2066 N. Milwaukee Avenue--for the period of August 26-28, 1983.

Presented by

ALDERMAN FROST (34th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 410 W. 111th Street (fire-gutted) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 410 W. 111th Street (fire-gutted) is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

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

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

Nays--None.

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

Presented by

ALDERMAN KOTLARZ (35th Ward):

Drafting of Ordinances for Vacation and Opening
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 vacation of all of the remaining north-south 7-foot public alley in the area bounded by W. Addison Street, W. Eddy Street, N. Central Park Avenue, and a line 415.5 feet east of the east line of N. Central Park Avenue for Rauland-Borg Corporation (No. 23-35-83-848); 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 vacation of the easterly 140.6, more or less, of the northwesterly-southeasterly 16-foot public alley; also, providing for the opening of a north-south 16-foot public alley running south to W. Oakdale Avenue at the westerly terminus of the public alley to be vacated in the block bounded by N. Milwaukee Avenue, N. Central Park Avenue, N. Ridgeway Avenue, and W. Oakdale Avenue for Stanley Bacik and Park National Bank of Chicago (No. 26-35-83-849); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman Kotlarz, *each* of the foregoing proposed orders was *Passed*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF ALLEY
LIGHTS AT SPECIFIED LOCATIONS.

Also two proposed orders for the installation of alley lights at specified locations, which were *Referred to the Committee on Finance* as follows:

No. 3714 W. Irving Park Road (rear of premises);

No. 4046 N. Elston Avenue (rear of premises).

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to George E. Tomasek to maintain and use an existing canopy attached to the building or structure located at No. 2536 N. Sawyer Avenue.--*Referred to the Committee on Streets and Alleys*.

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT
FUN FAIR.

Also a proposed order for issuance of the necessary permits to "Queen's Castle", No. 3401 N. Pulaski Road (Kim Czyz) to conduct a Fun Fair for Muscular Dystrophy in the Nos. 2900 and 4000 blocks of W. Roscoe Street for the Period of August 28, 1983.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN KOTLARZ (35th Ward) and ALDERMAN GABINSKI (32nd Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 136,
SECTIONS 136-18 AND 136-19 OF MUNICIPAL
CODE CONCERNING COMPLAINTS WITHIN
DEPT. OF HEALTH, ETC.

A proposed ordinance to amend Chapter 136, Sections 136-18 and 136-19 of the Municipal Code concerning complaints within the Department of Health, etc.--*Referred to the Committee on Municipal Code Revision.*

Presented by

ALDERMAN DAMATO (37th Ward):

*Referred--*PROPOSED ORDER FOR INSTALLATION OF SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to Chicago Rite-Lite Signs, No. 1157 W. Grand Avenue, Chicago, Illinois 60622, to install a sign/signboard at No. 4465 W. Grand Avenue (North Grand Auto Parts).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN CULLERTON (38th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND MUNICIPAL CODE BY
ADDITION OF NEW CHAPTER 25.2 CONCERNING
LABOR RELATION PROCEDURES.

A proposed ordinance to amend the Municipal Code by the addition of a new Chapter 25.2 concerning labor relation procedures.--*Referred to the Committee on Administration, Reorganization and Personnel.*

Presented for

ALDERMAN LAURINO (39th Ward):

Congratulations Extended Mrs. Belle Rohr on Occasion
of Her 105th Birthday.

A proposed resolution, presented by Alderman O'Connor and Alderman Cullerton, reading as follows:

WHEREAS, Mrs. Belle Rohr will celebrate her 105th birthday on August 17, 1983; and

WHEREAS, Mrs. Belle Rohr was born in New York City in 1878, and came to Chicago in 1900;
and

WHEREAS, Mrs. Rohr was and continues to be a northside resident who has voted in every local
and national election she was eligible to vote in; and

WHEREAS, Mrs. Belle Rohr is the mother of six children, the grandmother of ten and the great-
grandmother of twelve; and

WHEREAS, Mrs. Belle Rohr has been living at the Ambassador Nursing Center for the last six
years and has been visited by members of her supportive family everyday; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council in meeting this 10th day of August, 1983, do hereby congratulate and extend our best wishes for a Happy 105th Birthday to Belle Rohr; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Belle Rohr.

Alderman O'Connor 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 O'Connor the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to GRC Structures, No. 1357 W. 105th Street, Chicago, Illinois 60643, to install a sign/signboard at No. 5504 N. Harlem Avenue (Commonwealth Edison Company).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDINANCE TO ESTABLISH TAXICAB
STAND NO. 534 ON PORTION OF E. ONTARIO ST.

A proposed ordinance to establish Taxicab Stand No. 534 along the north curb on E. Ontario Street beginning at a point 100 feet west of the west building line of N. Wabash Avenue to a point 49 feet west thereof for two vehicles.--*Referred to the Committee on Local Transportation.*

*Referred--*PROPOSED ORDINANCE TO ESTABLISH TAXICAB STAND
NO. 535 ON PORTION OF E. ERIE ST.

Also a proposed ordinance to establish Taxicab Stand No. 535 along the south curb on E. Erie Street from a point 20 feet east of the east building line of N. State Street to a point 40 feet east thereof for two vehicles.--*Referred to the Committee on Local Transportation.*

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also six proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank & Trust Company of Chicago, U/T No. 47250, No. 840 N. Michigan Avenue;

Boccaccio's Inc., No. 153 E. Erie Street;

International Business Machines Corporation, No. 330 N. Wabash Avenue;

Maxlee Corporation d/b/a Al's Fishery, No. 416 E. Grand Avenue;

The Merchandise Mart Owners, Nos. 347-359 N. Orleans Street;
Tremont Hotel Company, No. 102 E. Chestnut Street.

*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION
OF N. OGDEN AV.

Also a proposed order to close to traffic a portion of N. Ogden Avenue, north of N. Clybourn Avenue and south of W. Blackhawk Street, for use as a local access roadway to a residential parking lot.
-Referred to the Committee on Streets and Alleys.

Presented by

ALDERMAN NATARUS (42nd Ward) and ALDERMAN OBERMAN (43rd Ward):

*Referred--*PROPOSED ORDINANCE TO RENAME PORTION OF
N. STATE ST. TO BE KNOWN AS "N. STATE PKWY."

A proposed ordinance to rename a portion of N. State Street between Division Street and Schiller Street to be known as N. State Parkway.
--Referred to the Committee on Streets and Alleys.

Presented by

ALDERMAN OBERMAN (43rd Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Jim Stellas to maintain and use as now constructed vaulted sidewalk space on N. Hampden Court adjacent to the premises commonly known as No. 521 W. Diversey Avenue.
--Referred to the Committee on Streets and Alleys.

Presented by

ALDERMAN OBERMAN (43rd Ward) and ALDERMAN BLOOM (5th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND MUNICIPAL CODE BY ADDITION
OF NEW CHAPTER 26.2 CONCERNING LIMITATION OF ELECTED
OFFICIALS ACTING AS REPRESENTATIVES OF CITIZENS
BEFORE CITY DEPTS. ETC.

A proposed ordinance to amend the Municipal Code of Chicago by the addition of a new Chapter 26.2 concerning limiting the actions of elected officials as representatives of citizens before City departments, etc.
--Referred to the Committee on Finance.

Presented by

ALDERMAN HANSEN (44th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to Leonard Fisher/Wm. Dunn Realty to maintain and

use an existing canopy attached to the building or structure located at No. 2901 N. Halsted Street.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT ART FAIR,
SUMMER FESTIVAL AND SIDEWALK SALE.

Also a proposed order for the issuance of necessary permits to Marlene Wexler, Director, The Gazette, No. 3233 N. Halsted Street, to conduct an art fair, summer festival and sidewalk sale on W. Diversey Avenue from N. Sheridan Road to N. Orchard Street; on N. Broadway From W. Diversey Avenue to W. Cornelia Avenue; and on N. Clark Street from W. Diversey Avenue to W. Wellington Avenue for the period of August 20-21, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDER FOR INSTALLATION OF SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

Also a proposed order for issuance of a sign permit to J & B Signs, Inc., No. 152 W. Huron Street, Suite, 400, Chicago, Illinois 60610, to install a sign/signboard at Nos. 2870-2876 N. Lincoln Avenue (vacant lot).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 26 OF MUNICIPAL
CODE BY ADDITION OF NEW SECTIONS 26-27 THROUGH 26-29
CONCERNING CONSTRUCTION PROJECTS
FUNDED BY CITY.

A proposed ordinance to amend Chapter 26 of the Municipal Code by the addition of new Sections 26-27 through 26-29 concerning construction projects funded by the City.--*Referred to the Committee on Municipal Code Revision.*

Referred--PROPOSED ORDER FOR INSTALLATION OF BENCHES
AT SPECIFIED LOCATIONS.

Also a proposed order to install benches at various sites in the Nos. 4700 and 4800 blocks of N. Milwaukee Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Sydney R. Forkosh Memorial Hospital--to maintain and use underground conduits to convey oxygen and electricity, under and across the 66-foot public right of way of N. Maplewood Avenue.

Central Service Company--to maintain and use a one-story covered bridge or passageway over and across east-west 16-foot public alley between W. Belle Plaine Avenue and N. Ravenswood Avenue, etc.

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONDUCT CARNIVAL
AND SIDEWALK SALE AT SPECIFIED LOCATIONS.

Also two proposed orders for issuance of permits to conduct a carnival and a sidewalk sale at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

United German Societies of Greater Chicago, c/o Karl Laschet, No. 2119 W. Irving Park Road--to conduct a carnival on W. Leland Avenue from N. Western to N. Lincoln Avenues for the period of September 16-18, 1983;

Sid Stern - Manor Drugs, No. 2440 W. Montrose Avenue--to conduct a sidewalk sale for the periods of August 24-27, 1983 and August 31 - September 3, 1983.

Presented by

ALDERWOMAN VOLINI (48th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.

Two proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Lyy Realty Co., c/o Wu-Shi Lee--to maintain and use an existing canopy at No. 4940 N. Winthrop Avenue;

Vistar of Illinois, Inc. --to construct, maintain and use a canopy at No. 5300 N. Broadway.

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONDUCT CARNIVAL
AND SIDEWALK SALE AT SPECIFIED LOCATIONS.

Also two proposed orders for issuance of permits to conduct a carnival and a sidewalk sale at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Asian American Businessmen's Association, c/o Charlie Soo, No. 1126 W. Argyle Street--to conduct a carnival on the 1000 and 1100 blocks of W. Argyle Street (from N. Sheridan Road to N. Broadway) on Saturday August 7, 1983;

Andersonville Chamber of Commerce, c/o Ardele Nickols, No. 5121 N. Clark Street--to conduct a sidewalk sale on both sides of N. Clark Street between W. Carmen and W. Bryn Mawr Avenues for the period of August 11-13, 1983.

Presented by

ALDERMAN STONE (50th Ward):

*Referred--*PROPOSED RESOLUTION REQUESTING ILL. STATE
LEGISLATURE TO REPEAL ACT RESTRICTING HOME RULE
UNITS FROM LEVYING CERTAIN TAXES.

A proposed resolution requesting the Illinois State Legislature to repeal an act that now restricts home rule units from levying any tax on stock, commodity or option transactions.--*Referred to the Committee on Intergovernmental Relations.*

**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 below, and were *Referred to the Committee on Finance*, as follows:

Free Permits.

BY ALDERMAN SMITH (28th Ward):

Bethel Housing, No. 367 N. Karlov Avenue--for construction of housing units on the premises known as Nos. 4129 -4139 W. Washington Street.

Bethel Housing, No. 367 N. Karlov Avenue--for new construction on the premises known as No. 4350 W. Washington Boulevard.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital--for remodeling leased space to be used as a health plus facility on the premises known as No. 233 N. Michigan Avenue.

Northwestern Memorial Hospital--for electrical installations on the premises known as No. 250 E. Superior Street. (Wesley Pavilion).

Northwestern Memorial Hospital--for electrical installations, the installation of a fire alarm box and remodeling of patient washroom shafts on the premises known as No. 333 E. Superior Street (3) (Prentice Pavilion).

Northwestern Memorial Hospital--for electrical installations on the premises known as Jennings Building, No. 707 N. Fairbanks Court.

BY ALDERMAN SCHULTER (47th Ward):

Queen of Angels Church, No. 2330 W. Sunnyside Avenue--for an addition to the Guild Hall on the premises known as Nos. 4412 to 4414 N. Western Avenue.

License Fee Exemptions:

BY ALDERMAN EVANS (4th Ward):

Sojourner Truth Child Care Center, No. 4945 S. Dorchester Avenue.

BY ALDERMAN MADRZYK (13th Ward):

Evangelical Lutheran Church of the Good Shepherd Pre-School, No. 4200 W. 62nd Street.

BY ALDERMAN NARDULLI (26th Ward):

Taylor House (Chicago Commons Association), No. 915 N. Wolcott Avenue.

BY ALDERMAN DAVIS (29th Ward):

Loretta Hospital Pharmacy, No. 645 S. Central Avenue.

BY ALDERMAN HAGOPIAN (30th Ward):

St. Joseph Home of Chicago, Inc., No. 2650 N. Ridgeway Avenue.

BY ALDERMAN FROST (34th Ward):

Messiah Temple Methodist Baptist Church Day Care Center, No. 10400 S. Halsted Street.

Cancellation of Warrants for Collection:

BY ALDERMAN MARZULLO (25th Ward):

Schwab Rehabilitation Center, No. 1401 S. California Avenue--for boiler, building, fire alarm and maintenance inspections (3).

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Health Center, No. 3960 N. Harlem Avenue--driveway inspections.

Resurrection Hospital, No. 7435 W. Talcott Avenue--fire alarm and maintenance inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, No. 411 W. Dickens Avenue--fire alarm and maintenance inspections.

BY ALDERMAN McLAUGHLIN (45th Ward):

Copernicus Foundation, No. 5216 W. Lawrence Avenue--elevator inspection.

BY ALDERMAN ORBACH (46th Ward):

Japanese American Service Committee, No. 4427 N. Clark Street--elevator inspection.

Water Rate Exemptions:

BY ALDERMAN HAGOPIAN (30th Ward):

Lowell Assembly Church, No. 4314 W. Cortland Street.

BY ALDERMAN NAFARUS (42nd Ward):

Y.M.C.A., No. 1515 N. Halsted Street.

APPROVAL OF JOURNAL OF PROCEEDINGS.

June 28, 1983.

Alderman Vrdolyak moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, June 28, 1983, at 10:00 A.M. as follows:

Page 293 - by inserting the following language immediately after the second line from the bottom of the page:

E. Browning Ave.

From S. Rhodes Ave. to S. Vincennes Ave.-
-Single Direction--Westerly;

The motion *Prevailed*.

Journal (July 27, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, July 27, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Correct* said printed Journal as follows:

Page 712 - by adding the letters OR to the third word of the tenth line from the top of the page.

The motion *Prevailed*.

Thereupon, Alderman Vrdolyak moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Execution of Redevelopment Agreement Authorized with Orly's Strikes Again, Inc.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 27, 1983, pages 742, 748-757, recommending that the City Council pass a proposed ordinance authorizing the execution of a redevelopment agreement with Orly's Strikes Again, Inc.

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

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

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed October 6, 1982, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the South Loop; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number 8-83-AA-17-0125 which provides for a loan of grant funds to Orly's Strikes Again, Inc. in the amount of \$150,000 to partially finance the development of a restaurant at 600 South Dearborn Street, which will create expanded employment in the South Loop; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning is authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$150,000 of Urban Development Action Grant funds to Orly's Strikes Again, Inc. to partially finance the construction of a restaurant facility at 600 South Dearborn Street in the South Loop area of the City of Chicago; and which obligates Orly's Strikes Again, Inc. to expend approximately \$100,000 in private funds; and further obligates Orly's Strikes Again, Inc. to use its best efforts to create 42 new; permanent job opportunities as represented in the original application for funds.

The Commissioner of the Department of Planning is further authorized to enter into and execute any and all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement said Redevelopment Agreement being in substantially the following form:

[Redevelopment Agreement printed on
pages 1477 through 1485
of this Journal.]

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

**Chapter 178.1 Section 178.1-2 of Chicago Municipal Code
Amended Concerning Cigarette Tax Formula.**

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 27, 1983, page 758, recommending that the City Council pass a proposed ordinance amending Chapter 178.1 Section 178.1-2 of the Chicago Municipal Code concerning the cigarette tax formula.

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

Yeas--Aldermen Roti, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, D. Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuster, Volini, Stone--37.

Nays--Aldermen Rush, Evans, Bloom, Henry, Smith, Frost, Natarus, Oberman, Orr--9.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago currently taxes cigarettes on the basis of ten cents per each twenty or less cigarettes; and

WHEREAS, This current tax formula was based upon the common practice of cigarette manufacturers of packaging cigarettes in packs of twenty; and

WHEREAS, A new cigarette pack containing twenty-five cigarettes is to be marketed; and

WHEREAS, In order to equalize taxation of cigarettes at a common rate, irrespective of the size of the package sold to consumers, it is necessary to alter the taxation formula to adopt a uniform tax rate per cigarette; now, therefore,

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

SECTION 1. Paragraph (a) of Section 178.1-2 of the Chicago Municipal Code is hereby amended by deleting the language in brackets and adding the language in *Italics* as follows:

(a) A tax at the rate of *0.50 cents (5 mills) per cigarette* [ten cents per each twenty cigarettes or fraction thereof] is hereby imposed upon all cigarettes possessed for sale and upon the use of all cigarettes within the City of Chicago, the ultimate incidence of and liability for payment of said tax to be borne by the consumer of said cigarettes. The tax herein levied shall be in addition to any and all other taxes.

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

(Continued on page 1486)

REDEVELOPMENT AGREEMENT

THIS AGREEMENT, made in Chicago, Illinois, this 11 day of July, 1983, between the CITY OF CHICAGO, ILLINOIS, an Illinois Municipal Corporation, by and through its Department of Planning ("City"), having its offices at Room 1000, 121 North La Salle Street, Chicago, Illinois, and Orly's Strikes Again, Inc., an Illinois Corporation with offices at 600 S. Dearborn Street, Chicago, Illinois ("Restaurant").

WHEREAS, The Department of Planning of the City Chicago, Illinois has as one of its primary purposes, the planning for attraction and expansion of economic development of City; and

WHEREAS, it is the intention of Restaurant to establish a restaurant facility located at 600 South Dearborn Street, Chicago, Illinois ("Facility"); and

WHEREAS, the City has made application to the United States Department of Housing and Urban Development ("HUD") for an Urban Development Action Grant ("UDAG Grant"), for funds to be used as a loan to Restaurant to partially finance the renovation of the Facility for purposes of operating a restaurant; and

WHEREAS, in response to said application, HUD has approved UDAG Grant Number B-83-AA-17-0125 which provides that \$150,000.00 may be lent to Restaurant by City for the above purposes; and

WHEREAS, Restaurant desires to borrow said amount from City, and City is willing, subject to the terms and conditions herein set forth, to lend said amount to Restaurant.

NOW, THEREFORE, the parties agree as follows:

SECTION I. DEFINITIONS

A. "Lender" shall mean The South Shore Bank of Chicago, Chicago, Illinois.

B. "SBA" shall mean the Small Business Administration of the United States Department of Commerce.

C. "Baird" shall mean Baird & Warner, Inc., an Illinois corporation, which is leasing the facility (as defined above) to Restaurant on behalf of American National Bank and Trust Company of Chicago, as Trustee under Trust No. 46525.

D. "Loan" shall mean any and all amounts disbursed by City to Restaurant, from time to time, including certain interest accrued during the construction phase of the loan, and later folded into the post construction phase of the loan to form the permanent loan balance. Loan may variously be identified as Construction Loan or Permanent Loan, as appropriate to the context.

SECTION II. CONSIDERATION

The City hereby agrees, in consideration of Restaurant executing this Redevelopment Agreement and agreeing to be bound by its terms, to loan funds received pursuant to the above mentioned UDAG Grant to Restaurant in accordance with the terms of the following agreement with Restaurant.

In consideration of City making the above mentioned loan to Restaurant, Restaurant agrees for itself, and its successors and assigns, to be bound by the terms of this Agreement and to diligently complete the Redevelopment Plan described herein.

SECTION III. AGREEMENT

The City shall loan to Restaurant and Restaurant shall borrow from City, the sum of \$150,000.00, in accordance with the following terms and conditions:

A. CONSTRUCTION LOAN

1. During the time period for the Construction Loan set forth in paragraph 2(f) below, interest only at the rate of 5% per annum shall be charged monthly on the loan proceeds drawn down from time to time. Said interest charges shall be deferred and accrued as simple interest for the remainder of the construction loan.

2. Disbursement - After Restaurant has certified to City and HUD that Restaurant has sufficient funds on hand or irrevocably available to it to complete its obligations per the grant Agreement and has identified the sources of said funds, then the Construction Loan can be drawn as follows:

(a) Draw requests for said Construction Loan proceeds shall apply only for Facility Renovation costs and shall be made only on a monthly draw basis on A.I.A. forms, certified to and approved by the Architect and/or Engineer of Restaurant and the Architect and/or Engineer of the City.

(b) Construction loan disbursements for said Facility renovation costs shall be made on the basis of a percentage of work completed and in place, a stage basis or a voucher and paid receipts basis or any combination of same.

(c) All loan disbursements shall be paid out of HUD grant funds by City after equity funds in the amount of not less than \$100,000.00 shall have been committed by Restaurant to the Facility renovation. Total project costs shall be the costs expended by Restaurant for Facility renovation and improvements, capital equipment and start-up costs as set forth herein.

(d) No disbursement of the Construction Loan proceeds shall be made unless and until Restaurant shall have furnished to City a Builder's Risk and Fire Insurance policy or policies naming the City as beneficiary thereunder as its interests appear, in an amount sufficient to cover the replacement cost of the Facility as an operating restaurant.

(e) Unless otherwise provided for herein, no disbursement of Construction Loan proceeds shall be made unless and until the City and/or Restaurant has obtained, or has reasonable assurances that it will obtain, all Federal, State and local governmental approvals and reviews required by law to be obtained by the City and/or Restaurant for the project.

(f) The Construction phase of the Loan shall be for a period not to exceed 21 months from the first disbursement of Loan proceeds, but in any event, shall not extend beyond January 1, 1985. Interest at the rate of 5% per annum shall accrue on all disbursements during said period and shall be added to the Loan forming the Permanent Loan balance.

B. PERMANENT LOAN

1. Permanent Loan amount - \$150,000.00 plus interest accrued on disbursements made during the construction period.

2. The initial term ("Initial Term") of the Permanent Loan shall be 7 years, commencing not later than January 1, 1985.

3. Repayment of the Permanent Loan shall be on a monthly basis, commencing on the first day of the first month after the Permanent Loan is in place, but in no event later than February 1, 1985, and computed on a 20 year amortization schedule, until the maturity date, together with interest of 5% per annum on the principal balance outstanding from time to time.

4. By written notice to City at least 45 days prior to the maturity date, Restaurant may extend the term of the Permanent Loan for an additional term equal to and running concurrent with any option term properly exercised by Restaurant pursuant to its lease with Baird.

In consideration for receiving such extension, Restaurant shall pay City a sum equal to 3% of the then-outstanding principal balance of the Permanent Loan for each extension option it exercises.

Notwithstanding anything contained herein to the contrary, the maximum term of the Permanent loan shall not exceed in the aggregate, the lesser of 20 years or the term of the Baird lease.

5. Upon any cash sale of the Restaurant (which shall include any installment payment cash sale), during the term of the Construction Loan or Permanent Loan, any outstanding principal balance plus accrued interest thereon, shall become immediately due and payable to City. In such event, in addition to payment of the principal balance outstanding plus interest accrued and owing thereon, Restaurant shall pay City an amount equal to 20% of gross sale proceeds in excess of the total cost of the project to date of sale.

6. Upon the occurrence of an event of default as hereinafter defined, which shall be continuing after any cure periods granted hereunder or by operation of law, the City may at its sole option declare the entire outstanding principal balance of the Loan plus accrued interest thereon, immediately due and payable to City.

7. An event of default shall occur upon the bankruptcy (voluntary or involuntary), reorganization, assignment for the benefit of creditors, dissolution or liquidation of Restaurant, failure of Restaurant to perform any of its obligations under this Agreement, or the occurrence of an event of default by Restaurant of any terms and/or conditions of any other agreement between Restaurant and City, or Restaurant and a lender or lessor, now existing or hereinafter entered into.

8. Security for the Loan shall be by a security interest in favor of City in and to all fixtures, equipment and other assets of Restaurant now owned or hereafter acquired which security interest is subject to an Intercreditor Agreement between City, Lender and Borrower the terms of which are incorporated herein.

9. Prepayment of the Loan may occur as follows:

a. At the option of Restaurant, any time after 5 years from the date of the first disbursement of the loan proceeds, upon payment of the then outstanding balance, including interests accrued thereon, plus an amount equal to 3% of the remaining unpaid principal balance.

b. Upon Restaurant first reaching gross revenues of \$1,000,000.00 for a fiscal year, City may at its option request Restaurant pay City an amount equal to one-tenth of one percent (.1%) of gross revenues on a monthly basis, in addition ("Additional Payments") to regularly scheduled payments due and owing under this Agreement. Said Additional Payments shall be applied to reduce the outstanding principal balance of the Loan dollar for dollar. No additional sums shall be charged Restaurant under this prepayment procedure.

SECTION IV. REDEVELOPMENT PLAN

A. Restaurant shall enter into and execute a lease with Baird for approximately 5300 square feet in Facility to be used as a restaurant. Said lease shall have an initial term of at least 7 years.

B. Restaurant shall renovate Facility located at the Property at a total development cost of approximately \$605,000.00.

Delineation of the cost breakdown shall be as follows:

(a) Restaurant Renovation.....	\$300,000.00
(b) Heating/Air Conditioning... ..	\$ 50,000.00
(c) Kitchen Equipment.....	\$ 85,000.00
(d) Other Equipment, Fees, Soft Costs..	\$ 95,000.00
(e) Start-Up Costs....	\$ 70,000.00
TOTAL \$605,000.00	

C. Restaurant shall borrow from Lender a sum in the approximate amount of \$400,000.00 to be used for the purchase and installation of capital equipment.

D. Restaurant shall borrow \$150,000.00 from City pursuant to this Agreement for financing construction of the restaurant renovation referred to above.

E. Restaurant shall provide equity funds in cash in the amount of \$100,000.00 to be used for restaurant renovation and start-up costs.

F. The following timetable shall apply to Restaurant for the performance of the above-described activities:

<u>ACTIVITY</u>	<u>Commencement Date</u>	<u>Completion Date</u>
(1) Renovation and Equipping	April 1, 1983	September 1, 1983
(2) Staff Training	September 1, 1983	October 1, 1983
(3) Restaurant Opening	October 1, 1983	

G. Restaurant shall use its best efforts to create ⁴² new permanent jobs within 36 months from date of Preliminary Approval of the UDAG Grant, as follows:

- 15 permanent jobs for Low and Moderate Income Persons
- 9 permanent jobs for CETA Eligible Persons
- 18 permanent jobs for Minorities

SECTION V. EVIDENCE OF FINANCING

At the time of execution of this agreement, Restaurant shall furnish City with evidence that Lender has committed to lend to Restaurant the principal sum of not less than \$350,000.00 for the purchase and installation of capital equipment, and start-up costs (including inventory, staff training, fees, etc.), which loan shall be 90% guaranteed by the SBA. Restaurant shall also furnish to City evidence that it has available and irrevocably committed to it, cash equity funds in an amount not less than \$100,000.00, to be used for renovation and start-up costs.

SECTION VI. MAINTAINING RECORDS AND RIGHT TO INSPECT

All books, records and other documents relating directly to the receipt and disbursement of the above-described loan shall be subject to the right of access by any duly authorized representative of the City, the Secretary of Housing and Urban Development, and/or the Comptroller General of the United States for the purposes of inspection, copy, audit and examination. Such right shall extend until completion of all close-out procedures respecting these loan funds, and until the final settlement and conclusion of all issues arising out of this loan or under this Redevelopment Agreement or the related Urban Development Action Grant Agreement.

SECTION VII. ACCESS TO PROJECT

For the period set forth in Section IV, any duly authorized representative of the City and/or the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the Property.

SECTION VIII. NO ASSIGNMENT OR SUCCESSION

No transfer of loan proceeds by the City to Restaurant shall be or be deemed an assignment of UDAG Grant funds, and Restaurant shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant Agreement, nor attain any rights, privileges, authorities, or interests in or under the UDAG Grant Agreement

SECTION IX. NOTICES

Any and all notices given or required under this Redevelopment Agreement, and all agreements and documents related thereto shall be in writing, placed in the United States mail, first class, registered, return receipt requested, postage prepaid, and addressed as follows:

If to City: Department of Planning of the
City of Chicago
121 North La Salle Street
Room 1000 - City Hall
Chicago, Illinois 60602
Attention: Commissioner

If to Restaurant Orly's Strikes Again, Inc.
c/o Truitt, Brown & Truitt
1642 East 56th Street
Chicago, Illinois 60637

SECTION X. GOVERNING LAW

This Redevelopment Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

SECTION XI. TIME IS OF THE ESSENCE

Time is of the essence of this agreement.

SECTION XII. HOUSING AND URBAN DEVELOPMENT

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary of Housing and Urban Development. An amendment shall be deemed "material" within the meaning of said provision if it cancels or reduces any developmental, construction, job creating, or financial obligation of Restaurant by more than ten (10) percent; or if it changes the situs or character of the Property; or if it increases any time for performance by more than ten (10) percent; provided, that an increase in any time for performance which does not exceed thirty (30) days, shall not be deemed "material".

SECTION XIII. DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement or in the UDAG Grant Agreement nor any act of the Secretary of Housing and Urban Development or of the City, or of any of the parties, shall be deemed or construed by any of the parties or by third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary of Housing and Urban Development or the City.

SECTION XIV. CERTIFICATE OF COMPLETION

Promptly after completion by Restaurant of the Redevelopment Plan described in Section IV above, the city will furnish Restaurant with appropriate instruments so certifying. The certifications by the City shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with the obligation of Restaurant and its successors and assigns to undertake the Redevelopment Plan in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications the City shall, within thirty (30) days after written request by Restaurant, provide Restaurant with a written statement indicating in adequate detail how Restaurant has failed to comply with the Redevelopment Plan in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Restaurant to make or perform in order to obtain the certification.

SECTION XV. RESTRICTIONS ON USE

During the Term of the loan provided for in Section III of this Agreement Restaurant shall use Facility solely for a restaurant.

SECTION XVI. ENFORCED DELAY IN PERFORMANCE

A. Neither the City nor Restaurant nor any successor in interest shall be considered in breach or default of its obligations with respect to the completion of construction of improvements in the event of enforced delay in the performance of such obligations due to causes beyond its control and 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 extensions shall request it in writing of the other party.

B. No waiver by delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit, such rights in any way; nor shall any waiver in fact made by the City with respect to any

specific default by Restaurant under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by Restaurant under this Section, or with respect to the particular default except to the extent specifically waived in writing.

SECTION XVII. 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. Nor shall any said member, official or employee of the City be liable to Restaurant, or any successor in interest, in the event of any default or breach by the City for any amount which may become due to Restaurant or its successors or assigns on any obligation under the terms of this Agreement.

SECTION XIX. EQUAL EMPLOYMENT OPPORTUNITY

Restaurant and its successors and assigns, agree that during the term of the loan provided for in Section III of this Agreement

(a) They will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Restaurant will take affirmative action to ensure that such 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, transfer, recruitment, or recruitment advertising, layoff or termination, rates or pay, or other forms of compensation, and selection for training, including apprenticeship. Restaurant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Restaurant will, in all solicitations of advertisements for employees placed by or on its behalf, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, sex, or national origin.

(c) Restaurant will include the provisions of Paragraphs (a) and (b) of this Section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that every provision will be binding upon each 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.

IN WITNESS WHEREOF, The City of Chicago, Illinois and Orly's Strikes Again, Inc. have caused this Agreement to be duly executed as of the day and year first above provided.

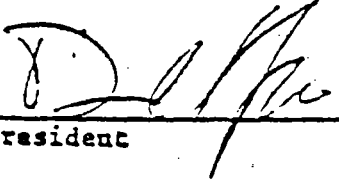
Approved as to Form and Legality:

CITY OF CHICAGO, ILLINOIS

By: _____
Assistant Corporation Counsel

By: _____
Commissioner of the
Department of Planning

ORLY'S STRIKES AGAIN, INC.

By:  _____
President

(Continued from page 1476)

MISCELLANEOUS BUSINESS.

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 regular meeting held on Wednesday, the tenth (10th) day of August, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the seventeenth (17th) day of August, 1983, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--48.

Nays--None.

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, August 17, 1983 at 10:00 A.M., in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.