

COPY



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

Regular Meeting—Thursday, October 20, 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 Thursday, October 20, 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.

Invocation.

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

**Sisters of Charity of Blessed Virgin Mary Honored on
Occasion of Their 150th Anniversary.**

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

WHEREAS, The Sisters of Charity of the Blessed Virgin Mary known as the BVMs, have served the people of Chicago since August 19, 1867 when nine Sisters came to help open two schools in Holy Family Parish; and

WHEREAS, The BVM Sisters have expanded their commitment to the people of Chicago to include pastoral ministries and provide human services in all areas, including the homeless, deserted and battered women and the handicapped; and

WHEREAS, The first four sisters of Charity of the Blessed Virgin Mary: Mary Frances Clarke, Eliza Kelly, Margaret Mann and Catherine Bryne, arrived in Philadelphia from Dublin, Ireland in 1833; and

WHEREAS, Today more than 400 BVM Sisters continue to serve in the Archdiocese of Chicago and have proudly flown their banners on Michigan Avenue between Oak and Chestnut Streets this month of October, 1983; and

WHEREAS, The BVMs will celebrate a special liturgy with Joseph Cardinal Bernardin at Holy Name Cathedral on December 4, 1983 and also invite all Chicagoans to participate in their Prairie Fest at Navy Pier, Sunday, June 3, 1984 to help celebrate their years of service to the City and to thank the people of Chicago for their continued support and trust; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council

gathered for a meeting this 20th day of October, 1983 hereby recognize the ongoing dedication of the Sisters of Charity of the Blessed Virgin Mary to the people of Chicago; and

Be It Further Resolved, That October 30 to November 5, 1983 be proclaimed Sisters of Charity of the Blessed Virgin Mary Week in Chicago in honor of the 150th Anniversary of the Sisters of Charity of the Blessed Virgin Mary in the United States.

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

On motion of Alderman Orr (seconded by Alderwoman Volini) the foregoing proposed resolution was *Adopted*, unanimously and the visiting Sisters of the Blessed Virgin Mary in the Council Chamber were recognized and welcomed.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION
OF EASEMENT FROM COMMONWEALTH EDISON CO. TO CITY,
ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 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 Sewers, I transmit herewith an ordinance approving and authorizing the execution of an easement from the Commonwealth Edison Company to the City of Chicago granting the City Department of Sewers the right to construct, maintain and operate a sewer over Commonwealth Edison property.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF CITY'S
HOME IMPROVEMENT LOAN REVENUE BONDS, 1983
SERIES A, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 1983.

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

October 20, 1983

COMMUNICATIONS, ETC.

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LADIES AND GENTLEMEN--I transmit herewith an ordinance authorizing the issuance of revenue bonds for the purpose of financing the acquisition of home improvement loans in a principal amount not to exceed \$10,000,000.00.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF INDUSTRIAL
REVENUE BOND FOR PROJECT BY R. P. WEINER & CO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 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 Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,300,000 for the construction of a project by R. P. Weiner & Co.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION
OF REDEVELOPMENT AGREEMENT TO ASSIST IN
DEVELOPMENT OF GERIATRIC
CARE CENTER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 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 an ordinance authorizing the Acting Commissioner of the Department of Housing to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement by which the City will loan \$1,441,000 for purposes of assisting the developer to acquire and rehabilitate vacant real estate into a geriatric care center.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
REDEVELOPMENT AGREEMENT WITH KENNICOTT
BROTHERS CO., INC., ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 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 Economic Development, I transmit herewith an ordinance approving and authorizing the execution by the Commissioner of a Redevelopment Agreement on behalf of the City of Chicago with Kennicott Brothers Company, Incorporated and the execution by the Commissioner of a Land Purchase Agreement on behalf of the City of Chicago with LaSalle National Bank, as Trustee under Trust No. 10-8810-09 for the use of Kennicott Brothers Company.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE HANGAR
AND HANGAR SITE LEASE AGREEMENT BETWEEN CITY
AND SEARS, ROEBUCK AND CO. AT
CHICAGO MIDWAY AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance "Authorizing a Hangar and Hangar Site Lease Agreement between the City of Chicago and Sears, Roebuck and Company at Chicago Midway Airport."

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL
APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY
INFORMATION RESOURCES, INC.

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

October 20, 1983

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 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 Economic Development, I transmit herewith an ordinance providing for the conditional approval of an Industrial Revenue Bond in the amount of \$7,500,000 for the construction of a project by Information Resources, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 3
TO ROOSEVELT-HALSTED REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 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 Economic Development, I am transmitting herewith copies of an ordinance, to approve Amendment No. 3 to the Roosevelt-Halsted Redevelopment Plan.

Also enclosed are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on July 26, 1983 authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE INTER-
DEPARTMENT TRANSFER OF SUNDRY PARCELS IN
REDEVELOPMENT PROJECT 51ST-VINCENNES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 20, 1983.

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

LADIES AND GENTLEMEN--At the request of the City of Chicago, Comptroller's Office and the Department of Housing, I herewith transmit an ordinance "Authorizing Inter-Department Transfer of Sundry Parcels in Redevelopment Project 51st-Vincennes to the Department of Urban Renewal."

Also enclosed are appraisal reports regarding the above-mentioned sundry parcels.

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:

Acceptance under Ordinance.

An acceptance of Replogle Globes, Inc., under an ordinance passed on July 27, 1983 (occupy portion of parkway of W. Cortland Avenue); filed on October 13, 1983, which was *Placed on File*.

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 October 12, 1983 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 20, 1983, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on October 12, 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 October 20, 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:

*Annual Report of Firemen's Annuity and Benefit
Fund of Chicago.*

The annual report of the Firemen's Annuity and Benefit Fund of Chicago, submitted by Patrick J. Houlihan, Secretary, for the year ending December 31, 1982.--*Placed on File.*

*Certification as to Amount of City's Contribution of
Firemen's Annuity and Benefit Fund.*

Also a communication from Patrick J. Houlihan, Secretary, Retirement Board of the Firemen's Annuity and Benefit Fund, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's contribution for the year 1984.--*Referred to the Committee on Finance.*

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

Also a communication signed by Elizabeth Hollander, Acting Commissioner of Planning, under date of October 5, 1983, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on October 4, 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.*

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:

Aid Services Inc., Alexander Alex T., Allstate Ins. Co. (3) Renaldo Delacruz, Jack R. Simone and William Walls, Armin Inc.;

Baronaitis Vida, Batts Fred C., Berstein Martin, Bravo Aldofo, Brown Boisy, Brown Cynthia Kay;

Caliendo Emil P., Chesler Enid, Chrusciel Michael J., Colon Angel, Cooper Robert;

Davis Bertha, Delgado David, Donovan Terrence, Dugger Josh;

Esch George E.;

Farmers Ins. and Raymond Bisig, Fern Joseph M., France Erwin A.;

Gardner Jesse L., Grand Western Ltd., Grant A & E.; Gray Robert;

Hall Eschol K., Eschol Hall (2), Hearn William, Herron Paul J.;

I.N.A./Aetna and Douglas Stevenson;

Jenkins Rev. M., Jones Betty B.;

Klimczak Marian, Knoils Wesley K. Jr., Kritulobich Frances;

Lane Delores A., Lane Mary L., Lesniak Thaddeus, Liberty Mut. and Horace Noble, Lizzio Joseph C., Lopez Raymundo, Low John;

Makowski Walter, Moreno Jaime, Mrozinski Walter J.;

Nordengreen William;

Obejas Alicia C., Ottenfeld Lisa;

Pattison & Sons Inc., Pellicore William, The Peoples Gas Light and Coke Co., Phillips Hilton, Phillips Jeanine M., Porter Melinda Ann;

Ramos Thomas R., Ranos Marie K., Reed Agnes;

Schoeder John A., Sciortino Darlene, Sevilla Geronimo, Sherman Geneva, Simon Richard, Sivals Joseph, Smith Edward, Smith Shari A., Speciale John, Staffeldt Anna M., State Farm Ins. Co. and Robert Arceo, Swansey Evvie L.;

Taylor Henry F., Terrell J.W., Titus Fredrick L.;

Underwriters Adj. Co. and Edward Johnson;

Walent Norbert A., Wright Will;

Yellow Cab Co.;

Zrihen Jacques.

*Referred--*BID FOR SALE OF BOARD OF EDUCATION PROPERTY.

The City Clerk transmitted a communication from Walter K. Knorr, City Comptroller, under date of October 20, 1983, which reads as follows:

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to an advertisement for sale of City-owned property at Nos. 4501-4529 S. Tripp Avenue, which was authorized by ordinance passed for the Board of Education, on June 9, 1982, page 11002 of the City Council Journal.

On motion of Alderman Burke, the bid submitted with the foregoing communication was ordered opened and read and was then *Referred to the Committee on Land Acquisition and Disposition.*

The following is a summary of said bid:

Nos. 4501-4529 S. Tripp Av.

Greater Chicago Food Depository, 14 N. Peoria Street, Chicago, Illinois 60607: Amount bid \$600,000.00, deposit check \$60,000.00 (Certified check).

*Settlements and Suits with Entries of Judgments
Against City.*

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on October 13, 1983) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended August, 1983.--*Referred to the Committee on Claims and Liabilities.*

*Referred--*REQUEST FOR APPROVAL OF PLAT OF SUBDIVISION.

Also a communication from John C. Griffin, Griffin & Gallagher, transmitting an ordinance requesting approval of plat of "Scanlon's Subdivision" in area of S. St. Louis Avenue and W. 115th Street.--*Referred to the Committee on Streets and Alleys.*

*Referred--*REQUEST THAT TAXPAYER RELIEF ACT REFERENDUM BE
SUBMITTED TO VOTERS AT GENERAL PRIMARY ELECTION.

Also a communication from Patrick Quinn, Commissioner, Board of Appeals of Cook County, requesting that an advisory referendum ordinance concerning the Taxpayer Relief Act of 1984 be submitted to the voters of the City of Chicago at the General Primary Election on March 20, 1984.--*Referred to the Committee on Finance.*

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

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

[Voucher Payment printed on pages 2474 thru 2475 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.

Execution of Agreement Authorized Between City and Chicago Urban
Transportation for Monies to Renovate Chicago/State and
Roosevelt/State Subway Stations.

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

WHEREAS, The Chicago Urban Transportation District was established by and exercises its public and essential powers pursuant to the Urban Transportation District Act (1979 Illinois Revised Statutes, Chapter III 2/3, Section 501 *et seq.*); and

WHEREAS, The District is designated to carry out its powers and responsibilities within an area of the City bounded on the east by Lake Michigan, North Avenue on the north, west on North Avenue to the Chicago River, south along the Chicago River to Kinzie Street, west on Kinzie Street to Ashland, south on Ashland to 16th Street, east on 16th Street to the Dan Ryan Expressway, south on the Dan Ryan to the Stevenson Expressway, and east on the Stevenson to the Lake (the "Chicago Central Area"); and

WHEREAS, The District is authorized to improve the transit system in the Chicago Central Area; and

WHEREAS, The City is similarly committed to improve the transit system in the Chicago Central Area, and in partial fulfillment of this commitment, has programmed the renovation of the Roosevelt/State and Chicago/State stations as part of its State Street Subway Renovation Program; and

WHEREAS, By ordinance 8-81, passed July 23, 1981, the District determined to implement and fund the Roosevelt/State station renovation in the amount of \$1,400,000, and the Chicago/State station renovation in the amount of \$1,800,000; and

WHEREAS, The District and the City of Chicago wish to enter into an Agreement, whereby the District shall transfer to the City in a single advance payment: (1) the sum of \$1,800,000 for the construction phase of the Chicago/State station renovation and (2) the sum of \$1,400,000 for the construction phase of the Roosevelt/State station renovation; and

WHEREAS, Such improvements to the transit system strengthen the viability of the Chicago Central Area; now, therefore

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

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to enter into and execute, and the City Clerk to attest, an Agreement with the Chicago Urban Transportation District

(Continued on page 2476)

PERSONAL SERVICES PAID BY VOUCHER FOR SEPTEMBER, 1983

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	SEPTEMBER 1983
John J. Shells	5023 N. Natoma	Aviation	Steam Fitter	740	\$ 18.00 P/H	\$ 288.00
Michael J. Andrade	2902 E. 101	Consumer Services	Asst. Manager	100	4.50 P/H	299.25
Matthew F. Blair	3755 W. 75 Pl.	"	"	100	4.50 P/H	391.50
Eric Fraser	6165 N. Winthrop	"	Professional Services	100	11.40 P/H	399.00
Bernard J. Hurley	10733 S. Wood	"	Asst. Manager	100	4.50 P/H	321.75
Karolyn Kenny	1527 N. Massasoit	"	Jr. Clerk	100	740.00 P/M	705.85
Christina H. King	3965 S. Ellis	"	Asst. Manager	100	4.50 P/H	157.50
Bonnie Marousek	6454 W. 64 St.	"	Staff Asst.	100	77.60 P/O	1,629.60
Grenn Minifield	5443 W. Ohio	"	Special Asst. to Comm.	100	100.00 P/D	1,700.00
Amos D. Myrick	2822 S. Calumet -1105	"	Asst. Manager	100	8.00 P/H	1,024.00
Mary Nadile	6625 N. Oketo	"	Receptionist	100	43.50 P/O	913.50
Doris M. Ortiz	1719 N. Kimball	"	Asst. Manager	100	4.50 P/H	567.00
Joseph Silka	2743 S. Lyman	"	Tax Audit Technician	100	34,474.19 Settlement	34,474.19
William Marshall	732 S. Kilbourn	Finance	Fireman	100	6,328.30 Settlement	6,328.30
George Begich	10355 S. Ave M	Fire	"	100	572.51 Settlement	572.51
Richard Bendy	11539 S. Ave L	"	"	100	65,799.43 Settlement	65,799.43
John L. Durkin	6212 S. Kenneth	"	"	100	2,238.27 Settlement	2,238.27
Philip Faloona	8421 S. Rockwell	"	"	100	49,831.80 Settlement	49,831.80
Arnold Feinberg	8142 S. Francisco	"	"	100	409.32 Settlement	409.32
Thomas Fitzsimons	11537 S. Avenue J	"	"	100	304.23 Settlement	304.23
Claude Herman	7606 N. East Lake	"	"	100	112.07 Settlement	112.07
Elmer Hesselthaler	2333 N. Neva	"	"	100	208.60 Settlement	208.60
Lee Kowalski	3312 W. 111	"	"	100	23,940.60 Settlement	23,940.60
Thomas O'Donovan	4622 W. 82	"	"	100	239.45 Settlement	239.45
Lee Rodak	7615 S. Coles	"	"	100	859.00 Settlement	859.00
George Sheppard	5157 S. Massasoit	"	"	100	396.06 Settlement	369.06
Paul Simmons	7949 S. Aberdeen	"	"	100	1,049.33 Settlement	1,049.33
Russell Strutz	5926 N. Neva	"	"	100	2,361.47 Settlement	2,361.47
Michael Vanek	4952 S. Damen	"	"	100	197.70 Settlement	197.70
James E. Voves	10000 S. Leavitt	"	"	100	489.30 Settlement	489.30
David Williams	6659 W. Devon	"	"	100	370.69 Settlement	370.69
Joseph Wisniewski	5255 S. Moody	"	"	100	128.10 Settlement	128.10
Ronald Worthy	947 W. 59	"	"	100	389.06 Settlement	389.06
A Todd Davis	2300 Children Plaza	Health	Consultant	100	363.60 P/M	363.60
Roy Getachow	1205 W. Sherwin	"	Emply Counselor	100	2,250.00 P/M	2,250.00
Choudary Kavuri	5120 S. Nordica	"	Comm. Disease Investigator II	100	12.23 P/H	856.10
Marlene McLeod	7340 N. Hoyne	"	Health Educator	100	7.50 P/H	315.00
Marilyn Netzk	1516 W. Arthur	"	"	100	6.00 P/H	252.00

October 20, 1983

REPORTS OF COMMITTEES

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<u>NAME</u>	<u>ADDRESS</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>ACCOUNT</u>	<u>RATE</u>	<u>SEPTEMBER 1983</u>
Dr. Mario Rubineilli	505 N. Lake Shore Dr.	Health	Director of Occup	100	3,083.34 P/M	1,541.67
Carv R. Shaps	3750 N. Lake Shore Dr.	"	Educator	100	2,603.00 P/M	1,301.50
Judge Hyman Feldman	240 N. Diversey	Mun. Investigation	Legal Advisor	100	4,146.00	4,146.00
Robert Anderson	720 E. 105	Police	Policeman	100	272.77 B/P	272.77
Charles J. Blasco	29 S. LaSalle	"	"	100	11,810.87 Settlement	11,810.87
James Fitzibbons	6414 S. LaCrosse	"	Patrol	100	225.60 B/P	225.60
Richard Graf	9250 S. Leavitt	"	Policeman	100	494.13 B/P	494.13
Phil A. Roda	200 172 St.	"	"	100	1,459.12 B/P	1,459.12
Robert E. Shanahan	4060 N. Melvina	"	"	100	54,772.92 B/P	54,772.92

(Continued from page 2473)

to provide funds to the City from the Chicago Urban Transportation District in the amount of \$1,800,000 for the construction phase of the Chicago/State station renovation and in the amount of \$1,400,000 for the construction phase of the Roosevelt/State station renovation, substantially in the form attached hereto as Exhibit A.

SECTION 2. That the Commissioner of Public Works is authorized and directed to carry out, and the Purchasing Agent to advertise and accept bids for, the construction phase of the Roosevelt/State and Chicago/State station renovations.

SECTION 3. That the Commissioner of Public Works is further authorized, on behalf of the City, to amend or extend this Agreement within the dollar amounts specified in Section 1 of this ordinance.

SECTION 4. That the City Comptroller is directed to establish separate fund numbers for the renovation of Chicago/State and for the renovation of Roosevelt/State.

SECTION 5. That this ordinance shall be in full force and effect by and from the date of its passage.

[Exhibit A printed on pages 2477 through 2482 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, Majerczyk, Burke, 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--45.

Nays--None.

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

**Execution of Loan and Security Agreement Authorized Between
City, Allied Metal Door, Inc., and H.U.D. for Acquisition
and Rehabilitation of Property Located
at No. 325 S. California Ave.**

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

WHEREAS, By resolution dated August 9, 1981, the Department of Economic Development of the City of Chicago has approved a HUD Section 108 Loan for Allied Metal Door, Inc.; 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 Department of Economic Development has funds made available to it through the United States Department of Housing and Urban Development Administration, the HUD Section 108 Demonstration Loan to Allied Metal Door, Inc.; now, therefore,

(Continued on page 2483)

EXHIBIT A

AGREEMENT
BETWEEN
CHICAGO URBAN TRANSPORTATION DISTRICT
AND
CITY OF CHICAGO
FOR THE RENOVATION OF THE CHICAGO/STATE
AND ROOSEVELT/STATE SUBWAY STATIONS

THIS AGREEMENT, made this _____ day of _____, 1983, by and between the Chicago Urban Transportation District, hereinafter called the "District", and the City of Chicago, acting by and through its Department of Public Works, hereinafter called the "City".

WITNESSETH

WHEREAS, the District was established by and exercises its public and essential governmental powers pursuant to the Urban Transportation District Act (III. Rev. Stat. 1979 ed., ch. III 2/3, 501 et seq.);

WHEREAS, the District is designated to carry out its powers and responsibilities within an area of the City bounded on the east by Lake Michigan, North Avenue on the north, west on North Avenue to the Chicago River, south along the Chicago River to Kinzie Street, west on Kinzie Street to Ashland, south on Ashland to 16th Street, east on 16th Street to the Dan Ryan Expressway, south on the Dan Ryan to the Stevenson Expressway, and east on the Stevenson to the Lake (the "Chicago Central Area");

WHEREAS, the District is authorized to find and determine the specific transportation needs and requirements of the Chicago Central Area, including but not limited to the expansion of transit capacity, efficiency and convenience and the elimination of blighting and obsolescent transportation facilities;

WHEREAS, the City is similarly committed to improved transportation and transportation facilities in the Chicago Central Area and in partial fulfillment of this commitment, has programmed the renovation of the Roosevelt and Chicago stations as part of its State Street Subway Renovation Program;

WHEREAS, by Ordinance 8-81, passed July 23, 1981, the District determined to implement and fund the Roosevelt/State Subway Station Renovation in the amount of \$1,400,000, and the Chicago/State Subway Station Renovation in the amount of \$1,800,000;

WHEREAS, the District and the City share a common interest in the renovation of Roosevelt and Chicago stations as an improvement of transportation and transportation facilities within the Chicago Central Area;

WHEREAS, the District and the City have determined that it is necessary and in their best interests for the District to contract with the City for the construction phase of the renovation of Roosevelt and Chicago stations, in order to improve transportation facilities in the Chicago Central Area;

NOW THEREFORE, for the considerations hereinafter set forth, the District and the City agree as follows.

ARTICLE 1 - ENGAGEMENT

The District hereby engages the City, and the City accepts the engagement to carry out the construction phase of the Roosevelt/State and Chicago/State Subway Station Renovation projects.

ARTICLE 2 - SERVICES OF THE CITY

- 2.1 The City shall perform or cause to be performed all services under this Agreement, including, but not limited to, design and administrative services, in accordance with recognized professional standards.
- 2.2 The City shall let contracts for construction work for the renovation of Chicago/State and Roosevelt/State. The City shall select all contractors through an open and competitive bidding process, in accordance with Federal, State and City requirements.
- 2.3 Construction work for Chicago/State and Roosevelt/State shall include, but not be limited to, the renovation of the tunnel, including electrical wiring and equipment, sound absorbing materials, refurbishing of tunnel walls, installation of platform edge and edge lighting, and the rerouting of CTA trains during construction.
- 2.4 The City shall provide construction supervision and inspection personnel.
- 2.5 The City shall engage the Chicago Transit Authority to provide engineering liaison and force account work, including equipment and materials from CTA stores, for train rerouting and for the removal and installation of signs, signals, fare collection and communications equipment.
- 2.6 The City, through its own personnel or through its design consultants, shall revise contract documents, as necessary, and review shop drawings.
- 2.7 The City shall negotiate and process Change Orders to contracts, as required.

- 2.8 The City shall provide the District with quarterly work progress reports currently in use by the City's Department of Public Works for its own internal project management control.

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Within 30 days following execution of this Agreement by the City and the District, the District shall make available to the City the funds set forth in Section 4.1, at which time the City will promptly proceed diligently and faithfully to prosecute the work to completion in accordance with Section 3.2.
- 3.2 The services to be performed by the City pursuant to Article 2 of this Agreement shall be completed, in accordance with applicable, professional standards, on or about September 1, 1987, unless the time is extended by mutual Agreement of the City and the District.
- 3.3 The City shall not be responsible for any delays in the performance of its services hereunder due to causes beyond its control or for the expenses or other costs or consequences arising from such delays.

ARTICLE 4 - PAYMENTS TO THE CITY

- 4.1 For services to be performed under Article 2 and for documented expenses, including, but not limited to, reproduction of documents and fabrication and testing of samples, the District shall pay the City in a single advance payment the sum of \$3,200,000, of which \$1,400,000 will be used for the renovation of Roosevelt/State and \$1,800,000 will be used for the renovation of Chicago/State. This sum shall constitute full and complete payment for all services performed under Section 2 of this Agreement.
- 4.2 The City shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement and to costs payable by the District under this Agreement. The City shall establish separate Fund and Activity numbers for Renovation of Roosevelt/State and Chicago/State in order to segregate the cost accounting from each other and from all other activities of the City. The District shall have access to all such information maintained by the City pursuant to this Subsection.

- 4.3. The City shall provide the District with quarterly financial reports detailing the costs incurred and charged against each of the District's advance payments. The format for such reports will be that which the City's Department of Public Works (the "Department") has in current use to monitor project charges. Direct costs will be subject to the standards established in the Department's Administrative Policies and Procedures Manual, in particular those relating to project financial control (F-1 through F-13).
- 4.4 The City shall provide the District a final financial report at the expiration of this Agreement and any extension thereof. In addition, at the time that all services to be performed by the City under this Agreement have been completed, the City shall certify that the District's advance payments have been expended in full.

ARTICLE 5 - GENERAL PROVISIONS

- 5.1 This Agreement may be amended from time to time, as mutually agreed to by the District and the City and as evidenced by a writing signed by both parties to this Agreement.

- 5.2 Default

The District may terminate this Agreement for default if the City fails to perform or comply with the terms thereof and, in such event may request that the City return to the District funds in excess of all costs incurred prior to the date of termination.

- 5.3 Compliance with Applicable State and Federal Law

The City agrees that all work under this Agreement will be performed in compliance with all applicable Federal, State and City laws, rules, regulations, administrative procedures and any other requirements.

- 5.4 Compliance with Civil Rights Provisions

The City shall comply with all civil rights provisions including The Equal Employment Opportunity clause, Minority Business Enterprise procedures and goals and the Illinois Human Rights Act.

- 5.5 Illinois Statutes

This Agreement shall be governed as to interpretation and performance by the State of Illinois.

5.6 Notices

All notices under this Agreement shall be in writing and, if to the District, addressed to:

Chicago Urban Transportation District
123 West Madison
Chicago, Illinois 60603

if to the City, addressed to:

Office of the Commissioner
Department of Public Works
City of Chicago
City Hall, Room 406
121 North LaSalle
Chicago, Illinois 60602

IN WITNESS WHEREOF, on the day and year first above written the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers.

By _____
President
Board of Trustees
Chicago Urban Transportation
District

ATTEST:

Secretary

THE CITY OF CHICAGO, a Municipal
Corporation,

By _____
Mayor

ATTEST:

City Clerk

APPROVED:

BY _____
Commissioner of Public Works

Approved as to Form and Legality:

BY _____
City Comptroller

Assistant Corporation Counsel

(Continued from page 2476)

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

SECTION 1. That a HUD Section 108 Demonstration Loan for \$500,000.00 is hereby approved for Allied Metal Door, Inc.

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 HUD Section 108 Demonstration Loan Agreement by and between the City and Allied Metal Door, Inc., said HUD Section 108 Demonstration 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 passage thereof.

[Exhibit A printed on pages 2484 through 2506 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, Majerczyk, Burke, 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--45.

Nays--None.

**Execution of Loan and Security Agreement Authorized Between City
and Hamano-Murphy Partnership for Acquisition and Development
of Property at No. 3400 N. Kedzie Ave.**

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

WHEREAS, By resolution dated September 14, 1983, the Department of Economic Development of the City of Chicago has approved a HUD Section 108 loan for Hamano-Murphy Partnership; 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 Department of Economic Development has funds made available to it through the United States Department of Housing and Urban Development Administration, the HUD Section 108 Demonstration Loan to Hamano-Murphy Partnership; now, therefore,

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

SECTION 1. That a HUD Section 108 Demonstration Loan for \$163,500 is hereby approved for Hamano-Murphy Partnership.

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 HUD Section 108 Demonstration Loan Agreement by and between the City and Hamano-Murphy Partnership, said HUD Section 108 Demonstration 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 passage thereof.

(Continued on page 2507)

EXHIBIT A
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 Allied Metal Door, Inc., (The "Company") an Illinois corporation having its principal offices located at 325 South California Avenue, Chicago, Illinois 60612.

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, DED has funds available to it from the United States Department of Housing and Urban Development ("HUD"), under Section 108 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, DED desires to loan to Company, and Company desires to borrow from DED, the sum of \$235,500.00 ("108 Loan") for purposes of aiding in the acquisition and rehabilitation of certain parcels of real estate located at 325 South California Avenue, Chicago, Illinois (Premises) pursuant to resolution of the Economic Development Commission of the City of Chicago, dated August 9, 1983.

NOW, THEREFORE, in consideration of the premises 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 or 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 or 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 "Security" (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 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 108 Loan shall be made upon the following terms and conditions:

(A) the principal sum shall be \$230,500.00;

(B) the term shall be 20 years;

(C) the rate of interest charged per annum shall be 1% above the interest charged on 20 year U.S. Treasury Bonds to be sold on or about the date of execution of this Agreement.

(D) 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.

(E) the 108 Loan is to be applied by the company in part payment for acquisition and rehabilitation of the Premises (the "Project").

(F) said 108 Loan made by DED to the Company shall be secured as provided in Section III of this Agreement, and the Company shall execute at DED's request, a mortgage, assignments of leases and rents, and such other documents as DED may reasonably request, and in form suitable for recording with the Cook County Recorder of Deeds.

(G) DED agrees to subordinate its loan Agreements provided that any senior lien should not exceed \$230,500.00.

(H) the Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this 10% Loan if such subordination is necessary to assure that the DED

occupies no less than a second 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.

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. SECURITY

1. Security for the Loan shall consist of a mortgage in favor of DED, upon the Premises, including but not limited to all buildings, fixtures and equipment; assignments of Leases and Rents; and all other assets of Borrower comprising the Project. The mortgage and assignments may be subordinated to the mortgage and assignments of another lender in an amount not to exceed \$230,5000.00 the mortgage shall include a clause providing that a default under any other mortgage of Borrower pertaining to the Project which is not cured in a timely manner under the terms of said defaulted mortgage or waived by mortgagor, shall constitute a default of Lender's Loan.

2. Borrower warrants and represents to and covenants with Lender that: (a) Lender's security interest in the Security is now and at all times hereafter shall be perfected and have a priority; (b) the offices and/or locations where Borrower keeps the Security and Borrower's books and records concerning the Security 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 therefrom and shall not keep any of such books and records 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 108 Loan shall be subject to audit and examination by and duly authorized representative of DED or of the U.S. Department of Housing and Urban Development. Such right shall extend until one year after the total amount of the 108 Loan, including principal and all accrued interest, is repaid by the Company to DED; (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 to 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 Security. 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 Security and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower shall furnish Lender with a commitment for an ALTA policy for mortgage title insurance in the amount of \$500,000.00 insuring that Lender will be the holder of a second lien on the Premises, free of encumbrances and other exceptions to title other than those approved in advance by Lender and not subordinated to any interest except the interest of the construction Lender and succeeding permanent Lender in an amount not to exceed the amount permitted in this Agreement.

In addition Borrower shall furnish to Lender, insurance policies, forms and amounts and with coverages satisfactory to the first mortgagee, 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 Lender may require and naming Lender as loss payee. Said policies shall contain mortgage loss payable clauses, reasonably satisfactory to Lender naming Lender as

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mortgagee, subject to first mortgagee, and which policies shall not be cancellable, terminable or subject to amendment without at least 30 days' prior written notice 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 108 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.

6. 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.

7. 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 Security and all related records to verify the condition of said Security. 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 Security, free and clear of all liens, claims, security interests and encumbrances except those of Lender;
- (e) Borrower is now and at all time hereafter shall 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 indebtedness to DED under this Agreement;
- (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 Security; (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 if lender should exercise any of its rights pursuant to this Agreement against the Security; (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 Security to any person or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Security;

(b) permit or suffer any levy, attachment or restraint to be made affecting any of the Security; (c) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Security; (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 Security; (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) make distributions of Borrower's property or assets.

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 Security 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 Security, 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 one hundred (100) full-time, permanent job opportunities after completion of the project for which this 108 Loan is being granted.

Borrower will use its best efforts to maintain approximately 40 present full-time, permanent job opportunities, as well as the creation of the 10 new job opportunities.

Borrower shall report in writing to DED as 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 108 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 Borrower shall use its best efforts to employ not less than 50% of construction workers from residents of the City of Chicago, and shall utilize not less than 25% minority owned businesses on sub-contracts executed by Borrower.

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 108 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 thirty (30) 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 Security 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 sixty (60) 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 is a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or is 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 sixty (60) 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 Security 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 Security or any other of Borrower's assets and the same is not dismissed within sixty (60) days after the application therefor; (i) except as permitted in Section III (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 Security 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 upon the Security 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 the first mortgage 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 exercise any one or more of the rights and remedies accruing to it or under the relevant state statutes and any other applicable law upon default by a debtor;

(4) Any notice required to be given by Lender of a sale, lease, other disposition of the Security 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.

(5) 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 Security.

(6) 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 Security, 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 Security, 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; and/or (d) to attempt to or enforce Lender's security interest in the Security, 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.

(7) 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 Security 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, IL 60602

If to _____:

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 _____.

ALLIED METAL DOOR, INC.

(SEAL)

Secretary

BY _____

TITLE: _____

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

BY _____

ROBERT E. MIER
ACTING COMMISSIONER

EXHIBIT A

325 South California Avenue

Chicago, Illinois 60612

(Continued from page 2483)

[Exhibit A printed on pages 2508 through 2530 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, Majerczyk, 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--45.

Nays--None.

**Execution of Redevelopment Agreement and Cooperative
Redevelopment Agreement Authorized Between City
and Hamano-Murphy Partnership for Property
at No. 3400 N. Kedzie Ave.**

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 cooperative redevelopment agreement between City of Chicago and Hamano-Murphy Partnership, for acquisition of land to be used by Electro-Wire, Inc. at No. 3400 N. Kedzie Avenue.

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, Majerczyk, Burke, 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--45.

Nays--None.

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 the resolution dated September 14, 1983 has approved a redevelopment project for the use of Electro-Wire, Inc., an Illinois corporation, and Hamano and Murphy, a general partnership (hereinafter referred to as "Redevelopers"), which obligates the City of Chicago to assist the Redevelopers in the acquisition of a redevelopment project tract, and which obligates the Redevelopers to rehabilitate and conform the existing improvements located on the redevelopment tract for use as a combined processing, distribution, and office facility, which is expected to result in the additional employment of approximately six (6) persons within 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 a Redevelopment Agreement which will obligate the City of Chicago to assist the Redevelopers in the acquisition of a parcel of land consisting of

(Continued on page 2531)

EXHIBIT A

3400 North Kedzie Avenue

Chicago, Illinois 60618

EXHIBIT A
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 Hamano-Murphy Partnership, (The "Partnership") an Illinois partnership having its principal offices located at 3400 North Kedzie Avenue, Chicago, Illinois 60618.

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, DED has funds available to it from the United States Department of Housing and Urban Development ("HUD"), under Section 108 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, DED desires to loan to Company, and Company desires to borrow from DED, the sum of \$163,500 ("108 Loan") for purposes of aiding in the acquisition and rehabilitation of certain parcels of real estate located at 3400 North Kedzie Avenue, Chicago, Illinois (Premises) pursuant to resolution of the Economic Development Commission of the City of Chicago, dated September 14, 1983.

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. GERNERAL 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,

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 or 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 "Security" (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, preferred stock, stock, any other debt securities and all other forms, instruments and documents now called, known 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 therefor (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 Lender's right 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 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 108 Loan shall be made upon the following terms and conditions.

(A) the principal sum shall be \$163,500.00;

(B) the term shall be 20 years;

(C) the rate of interest charged per annum shall be 1% above the interest charged on 20 year U.S. Treasury Bonds to be sold on or about the date of execution of this Agreement.

(D) 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.

(E) the 108 Loan is to be applied by the company in part payment for acquisition and rehabilitation of the Premises (the "Project").

(F) said 108 Loan made by DED to the Partnership shall be secured as provided in Section III of this Agreement, and the Company shall execute, at DED's request, a mortgage, assignments of leases and rents, and such other documents as DED may reasonably request, and in form suitable for recording with the Cook County Recorder of Deeds.

(G) DED agrees to subordinate its loan Agreements provided that any senior lien should not exceed \$163,500.00.

(H) the Partnership agrees that it will cause all current outstanding loans and/or liens to be subordinated to this 108 Loan if such subordination is necessary to assure that the DED occupies no less than a second secured lien position on all of the collateral described in Section III. No later than the date of closing, Partnership shall furnish to the DED documents satisfactory to the DED which evidence Partnership's compliance with this provision.

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. SECURITY

1. Security for the Loan shall consist of a mortgage in favor of DED, upon the Premises, including but not limited to all buildings, fixtures and equipment; assignments of Leases and Rents; and all other assets of Borrower comprising the Project. The mortgage and assignments may be subordinated to the mortgage and assignments of another lender in an, and amount not to exceed \$163,500.00 the mortgage shall include a clause providing that a default under any other mortgage of Borrower pertaining to the Project which is not cured in a timely manner under the terms of said defaulted mortgage or waived by mortgagor, shall constitute a default of Lender's Loan.

2. Borrower warrants and represents to and covenants with Lender that: (a) Lender's security interest in the Security is now and at all times hereafter shall be perfected and have a priority; (b) the offices and/or locations where Borrower keeps the Security and Borrower's books and records concerning the Security 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 therefrom and shall not keep any of such books and records 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 108 Loan shall be subject to audit and examination by and duly authorized representative of DED or of the U.S. Department of Housing and Urban Development. Such right shall extend until one year after the total amount of the 108 Loan, including principal and all accrued interest, is repaid by the Partnership to DED; (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 Security. 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 Security and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower shall furnish Lender with a commitment for an ALTA policy for mortgage title insurance in the amount of \$163,500.00 insuring that Lender will be the holder of a second lien on the Premises, free of encumbrances and other exceptions to title other than those approved in advance by Lender and not subordinated to any interest except the interest of the construction Lender and succeeding permanent Lender in an amount not to exceed the amount permitted in this Agreement.

In addition Borrower shall furnish to Lender, insurance policies, forms and amounts and with coverages satisfactory to the first mortgagee, 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 Lender may require and naming Lender as loss payee. Said policies shall contain mortgage loss payable clauses, reasonably satisfactory to Lender naming Lender as

mortgagee, subject to first mortgagee, and which policies shall not be cancellable, terminable or subject to amendment without at least 30 days' prior written notice 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 108 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.

6. 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.

7. 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 Security and all related records to verify the condition of said Security. 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 partnership duly organized and existing and in good standing under the laws of the state of its partnership 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 Security, free and clear of all liens, claims, security interests and encumbrances except those of Lender;
- (e) Borrower is now and at all time hereafter shall 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 indebtedness to DED under this Agreement;
- (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 Security; (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 if lender should exercise any of its rights pursuant to this Agreement against the Security; (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 Security to any person or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Security;
- (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Security; (c) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Security; (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 Security; (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) make distributions of Borrower's property or assets.

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 Security 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 Security, 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 four (4) full-time, permanent job opportunities after the completion of the project for which this 108 Loan is being granted.

Borrower will use its best efforts to maintain approximately sixteen (16) full-time permanent job opportunities, as well as the creation of the four (4) new job opportunities.

Borrower shall report in writing to DED as 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 108 Loan, the Partnership will meet, and all other parties entering into agreements with Partnership for the construction or improvement of facilities or buildings shall be required by the Partnership 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-3) and Borrower shall use its best efforts to employ not less than 50% of construction workers from residents of the City of Chicago, and shall utilize not less than 25% minority owned businesses on sub-contracts executed by Borrower.

SECTION VII. ACCESSIBILITY TO THE HANDICAPPED

If construction of part or all of the Partnership facilities is to be financed, in whole or in part, by this 108 Loan, Partnership 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 thirty (30) 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 Security 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 sixty (60) 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 is a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or is 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 sixty (60) 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 Security 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 Security or any other of Borrower's assets and the same is not dismissed within sixty (60) days after the application therefor; (i) except as permitted in Section III (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 Security 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 upon the Security 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 the first mortgage 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 exercise any one or more of the rights and remedies accruing to it or under the relevant state statutes and any other applicable law upon default by a debtor;

(4) Any notice required to be given by Lender of a sale, lease, other disposition of the Security 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.

(5) 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 Security.

(6) 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 Security, 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 Security, 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; and/or (d) to attempt to or enforce Lender's security interest in the Security, 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.

(7) 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 Security 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 Partnership 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, a corporation, joint venture, or 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 2300
Chicago, IL 60602

If to _____

_____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 Partnership 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 _____,

HAMANO-MURPHY PARTNERSHIP

General Partner_____
General Partner

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

BY _____

ROBERT E. MIER
ACTING COMMISSIONER

(Continued from page 2507)

approximately 23,000 square feet located at 3400 North Kedzie in the City of Chicago, and legally described as follows:

That part of Lot 7 in Commonwealth Edison Company's right-of-way Subdivision, being a Subdivision of part of the S.E. 1/4 of Section 23, and part of the S.W. 1/4 of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Lot 7, being a point in a line 33 feet West of and parallel with the East line of said Section 23; thence West along the South line of Lot 7 (which line bears N. 89°48'04" W.) and being also the South line of the N.E. 1/4 of the S.E. 1/4 of said Section 23, a distance of 445 feet; thence N. 66°14'11" E., 49.24 feet; thence N. 79°06'34" E., 254.76 feet; thence N. 84°22'52" E., 150.55 feet to a point in the East line of said Lot 7 which is 84.26 feet North of the Southeast corner of Lot 7; thence South along the East line of Lot 7 (which line bears S. 0°02'34" W.) 84.26 feet to the point of beginning, commonly known as 3400 North Kedzie Avenue, Chicago, Illinois

and which will obligate the Redevelopers to rehabilitate and conform the existing improvements located on the redevelopment parcel for use as a combined processing, distribution, and office facility, costing approximately Twenty-seven Thousand Dollars (\$27,000), 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:

This Agreement, made on or as of the _____ day of _____, 1983, between the City of Chicago, hereinafter referred to as ("City") by and through the Department of Economic Development of the City of Chicago, hereinafter referred to as "DED", having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois and Electro-Wire, Inc., an Illinois Corporation ("Electro-Wire"), having its office at 7307 Ridgeway Avenue, Skokie, Illinois, 60076 and Mickey M. Hamano and William D. Murphy d/b/a Hamano and Murphy, a Partnership, hereinafter called "Redevelopers" or "Purchaser."

W I T N E S S E T H:

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 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 September 14, 1983 approved a Cooperative Redevelopment Agreement with Martin H. Fishman, as duly authorized representative of the beneficiaries of LaSalle National Bank Trust No. 41353, hereinafter referred to as "Land Trustee" for the redevelopment and rehabilitation of a parcel of land consisting of approximately 23,000 square feet of gross land and improved with a 12,000 square foot one-story building, located at the address commonly known as 3400 North Kedzie Avenue, Chicago, Illinois 60618, in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED is in receipt of a copy of a Sale and Purchase Agreement dated August 19, 1983, by and between the Land Trustee as Seller and Hamano and Murphy as Purchaser, which grants to Purchaser the right to purchase the Redevelopment Parcel from Seller; and

Whereas, it is the intention of the City to operate in the acquisition of the Redevelopment Parcel and sale to Purchaser, which will require an expenditure by the DED in an amount of approximately Eleven Thousand Five Hundred and no/100 (\$11,500.00) Dollars in acquisition costs (at a price of \$.50 per square foot to be adjusted by a 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 Purchaser good and merchantable title to the Redevelopment Parcel described fully in Exhibit I for the sum of approximately Two Hundred Eighty-three Thousand Five Hundred and no/100 (\$283,500.00) Dollars to be paid by purchaser plus a sum of approximately Eleven Thousand Five Hundred and no/100 (\$11,500.00) Dollars to be paid by the City through the DED (at a price of \$.50 per square foot to be adjusted by a 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 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 and in consideration of the following mutual covenants and promises:

Section I. - Consideration

The City hereby agrees, in consideration of Purchaser executing this Redevelopment Agreement and agreeing to be bound by its terms, to pay the sum of approximately Eleven Thousand Five Hundred and no/100 (\$11,500.00) Dollars (at a price of \$.50 per square foot to be adjusted by a survey at closing), to Seller to assist Purchaser 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

Purchaser shall prepare the Redevelopment Parcel for its use as a combined warehouse, processing, distribution and office facility of approximately 12,000 square feet. Purchaser shall renovate and rehabilitate the existing building on the Redevelopment Parcel at a cost of approximately Twenty-seven Thousand and no/100 (\$27,000.00) Dollars, exclusive of equipment and machinery. 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 Insurance Company or other corporate escrowee.

(b) Purchaser 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 1, 1983.

Section IV. Evidence of Financing

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the 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. Purchaser agrees, subject to Section XI hereof, for itself, its successor 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 enforceable by the City against Purchaser 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 Purchaser with an appropriate instruments 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 Purchaser 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 Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Purchaser to take or perform in order to obtain the certification subject to the provisions of Section XIII A hereof.

Section VIII. Restriction on Use

Purchaser 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

Purchaser 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 of any interest therein, or contract or agree to do any of the same without the prior written approval of the City except Purchaser 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 Purchaser 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 by Purchaser 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. Mortgagees Not Obligated to Construct

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the 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 Purchaser 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 hereto, or any successor to such part, 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 property, Purchaser assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the purchase price and take title to the Property under tender of conveyance by Seller in conformance with the Sale Agreement and this Agreement, then this Agreement and rights of Purchaser in this Agreement, at the option of the City be terminated by the City in the event that does not tender conveyance or possession of the Property as provided in this Agreement and the Sale Agreement, then this Agreement, at the option of the Purchaser shall be terminated.

C. Subsequent to Conveyances. In the event that Purchaser shall be in default or breach 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 Purchaser 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 Purchaser 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 Purchaser made under this Agreement to the day of the return of such funds by the Purchaser 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 Purchaser 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 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 member, official or employee participate in any decisions relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successor 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 Purchaser 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

Purchaser for itself and its successors and assigns, agrees that during the construction of the improvements provided in Section II of this Agreement:

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of 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

Electro-Wire will use its best efforts to increase its total employment to approximately twenty-three (23) 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 of the DED and Purchaser has signed and sealed the same on or as of the _____ day of _____ 1983.

[Signature forms omitted for printing purposes.]

Exhibit 1 attached to this ordinance reads as follows:

Legal Description

That part of Lot 7 in Commonwealth Edison Company's Right-of-Way Subdivision, being a Subdivision of part of the S.E. 1/4 of Section 23, and part of the S.W. 1/4 of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Lot 7, being a point in a line 33 feet West of and parallel with the East line of Section 23; thence West along the South line of Lot 7 (which line bears N. 89°48'04" W.) and being also the South line of the N.E. 1/4 of the S.E. 1/4 of said Section 23, a distance of 445 feet; thence N. 66°14'11" E., 49.24 feet; thence N. 79°06'34" E., 254.76 feet; thence N. 84°22'52" E., 150.55 feet to a point in the East line of said Lot 7 which is 84.26 feet North of the Southeast corner of Lot 7; thence South along the East line of Lot 7 (which line bears S. 0°02'34" W.) 84.26 feet to the point of beginning, commonly known as 3400 North Kedzie Avenue, Chicago, Illinois.

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 Counsel as to form and legality, a Cooperative Redevelopment Agreement which will obligate the City of Chicago to execute with the Redevelopers a Redevelopment Agreement in such form and for such consideration that they may mutually agree to obligate the Redevelopers to rehabilitate and conform the existing building on the redevelopment parcel for use as a combined processing, distribution, and office facility, and which will obligate the City of Chicago to execute the necessary documents with Martin H. Fishman, the duly authorized representative for the Land Trustee, LaSalle National Bank Trust No. 41353, in order to cause it to convey to the Redevelopers good and merchantable title to the Redevelopment Parcel said Co-operative Redevelopment Agreement, being in substantially the following form:

This Agreement, made on or as of the _____ day of _____, 1983, between the City of Chicago, hereinafter referred to as "City," by and through the Department of Economic Development of the City of Chicago, hereinafter referred to as DED, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois and Martin H. Fishman, as duly authorized representative of the beneficiaries of LaSalle National Bank Trust No. 41353 ("Land Trustee") hereinafter referred to as "Seller," having his offices at 29 South LaSalle Street, Chicago, Illinois 60603.

W I T N E S S E T H:

Whereas, the DED was established on 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 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 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 September 14, 1983, approved a co-operative redevelopment project agreement with Seller for the redevelopment and rehabilitation of a parcel of land consisting of approximately 23,000 square feet of gross land and improved with a 12,000 square foot one-story building, located at the address commonly known as 3400 North Kedzie Avenue, Chicago, Illinois 60618, 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 sale and Purchase Agreement dated August 19, 1983, by and between Martin H. Fishman, representative for the Land Trustee, as Seller and Mickey M. Hamano and William D. Murphy d/b/a Hamano and Murphy, a Partnership, hereinafter

referred to as Purchaser, which grants Purchaser 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 sale to Purchaser, which will require an expenditure by the DED in an amount of approximately Eleven Thousand Five Hundred and no/100 (\$11,500.00) Dollars in acquisition costs (at a price of \$.50 per square foot to be adjusted by a survey at closing); and

Whereas, it is the intention of Purchaser to purchase the Redevelopment Parcel from Seller for the approximate sum of Two Hundred Eighty-three Thousand Five Hundred and no/100 (\$283,500.00) Dollars, net of the expenditure by the DED; 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 his reasonable efforts to have Purchaser execute with the City a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Purchaser to prepare the Redevelopment Parcel for use as a combined warehouse, processing, distribution and office facility of approximately 12,000 square feet. Purchaser shall renovate and rehabilitate the existing building on the Redevelopment Parcel at a cost of approximately Twenty-seven Thousand and no/100 (\$27,000.00) Dollars, exclusive of equipment and machinery, which, it is anticipated by Purchaser, will result in the employment within the ensuing thirty-six (36) months of approximately six (6) additional persons.

b. Execute the necessary documents in order to convey to Purchaser 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 3400 North Kedzie Avenue, Chicago, Illinois 60618, in the City, as fully described in Exhibit I hereto attached, comprising approximately 23,000 square feet of gross land and improved with a 12,000 square foot one-story building, for a sum of approximately Eleven Thousand Five Hundred and no/100 (\$11,500.00) Dollars (at a price of \$.50 per square foot to be adjusted by a survey at closing) to be paid by the City, through the DED, plus the sum of approximately Two Hundred Eighty-three Thousand Five Hundred and no/100 (\$283,500.00) Dollars to be paid by Purchaser, all of which is to be paid into escrow at closing for the benefit of Seller; provided, however, that neither the City nor Purchaser 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 approximately Two Hundred Ninety-five Thousand and no/100 (\$295,000.00) Dollars.

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 Insurance Company or other corporate escrowee 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 Purchaser a Redevelopment Agreement in such form and for such consideration they may mutually agree to obligate Purchaser to prepare the Redevelopment Parcel for use as a combined warehouse, processing, distribution and office facility of approximately 12,000 square feet. Purchaser shall renovate and rehabilitate the existing building on the Redevelopment Parcel at a cost of approximately Twenty-seven Thousand and no/100 (\$27,000.00) Dollars, exclusive of equipment and machinery, which, it is anticipated by Purchaser, will result in the employment within the ensuing thirty-six (36) months of Closing of approximately six (6) additional persons.

b. Execute the necessary documents with Seller in order to cause him to convey to Purchaser 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 3400 North Kedzie Avenue, Chicago, Illinois 60618, in the City, as fully described in Exhibit I hereto attached, comprising approximately 23,000 square feet of gross land and improved with a 12,000 square foot one-story building, for the sum of approximately Two Hundred Eighty-three Thousand Five Hundred and no/100 (\$283,500.00) Dollars to be paid by Purchaser, plus a sum of approximately Eleven Thousand Five Hundred and no/100 (\$11,500.00) Dollars (at a price of \$.50 per square foot to be adjusted by a 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 Purchaser 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 approximately Two Hundred Ninety-five Thousand and no/100 (\$295,000.00) Dollars.

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 the Chicago Title Insurance Company or other corporate escrowee for the purpose 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 Purchaser in such form as they may agree which will obligate Purchaser to prepare the Redevelopment Parcel for use as a combined warehouse, processing, distribution and office facility of approximately 12,000 square feet. Purchaser shall renovate and rehabilitate the existing building on the Redevelopment Parcel at a cost of approximately Twenty-seven Thousand and no/100 (\$27,000.00) Dollars, exclusive of equipment and machinery, which, it is anticipated by Purchaser that its employment will increase from seventeen (17) to twenty-three (23) within thirty-six (36) months of closing.

5. It is hereby agreed between the parties that upon due performance by Seller of his 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.

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 Martin H. Fishman, as duly authorized representative of the beneficiaries of LaSalle National Bank Trust No. 41353, has signed and sealed the same on or as of the _____ day of _____.

[Signature forms omitted for printing purposes.]

Exhibit I attached to this co-operative redevelopment agreement reads as follows:

Legal Description

That part of Lot 7 in Commonwealth Edison Company's Right-of-Way Subdivision, being a Subdivision of part of the S.E. 1/4 of Section 23, and part of the S.W. 1/4 of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Lot 7, being a point in a line 33 feet West of and parallel with the East line of said Section 23; thence West along the South line of Lot 7 (which line bears N. 89°48'04" W.) and being also the South line of the N.E. 1/4 of the S.E. 1/4 of said Section 23, a distance of 445 feet; thence N. 66°14'11" E., 49.24 feet; thence N. 79°06'34" E., 254.76 feet; thence N. 84°22'52" E., 150.55 feet to a point in the East line of

said Lot 7 which is 84.26 feet North of the Southeast corner of Lot 7; thence South along the East line of Lot 7 (which line bears S. 0°02'34" W.) 84.26 feet to the point of beginning, commonly known as 3400 North Kedzie Avenue, Chicago, Illinois.

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

**Industrial Revenue Bond Authorized for The Reliable Corporation
for Project Located at No. 1033 W. Van Buren St.**

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 \$4,300,000 for The Reliable Corporation for construction of a project located at No. 1033 W. Van Buren 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, Majerczyk, Burke, 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--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (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 of government under Section 6(a) of Article VII of said Constitution; and

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

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a Memorandum of Agreement dated as of March 8, 1983, with The Reliable Corporation, an Illinois corporation (the "Company"), whereby the Company agreed to acquire and improve certain property in the City of Chicago, Illinois, for use by the Company and certain lessees as an industrial office, warehousing and distribution facility (the "Project"); and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on March 31, 1983; and

WHEREAS, A portion of the Project will be located on real estate commonly known as 1001 West Van Buren Street, Chicago, Illinois, owned by LaSalle National Bank, not individually, but as trustee under Trust No. 10-40308-09, and as successor to Exchange National Bank of Chicago, as trustee under the Trust Agreement dated August 1, 1982 creating Trust No. 40308, the sole beneficiary of which is 1001 West Van Buren Partnership, an Illinois general partnership, whose address is 1001 West Van Buren Street, Chicago, Illinois 60607, which real estate and other facilities thereon are leased to the Company and other lessees; and

WHEREAS, A portion of the Project will be located on real estate commonly known as 1033 West Van Buren Street, Chicago, Illinois, owned by LaSalle National Bank, not individually, but as trustee

under Trust No. 10-38480-09, and as successor to Exchange National Bank of Chicago, as trustee under the Trust Agreement dated April 29, 1981 creating Trust No. 38480, the sole beneficiary of which is the Company, whose address is 1001 West Van Buren Street, Chicago, Illinois 60607, which real estate and other facilities thereon are used by the Company and leased to certain lessees; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been entered into, and will be entered into, by the Company for the acquisition and improvement of the Project, and it is proposed that the Issuer shall enter into a Financing Agreement (the "Agreement") with the Company, pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition and improvement, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition and improvement of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will be not less than \$4,300,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "City of Chicago, Cook County, Illinois, Industrial Development Revenue Bonds (The Reliable Corporation Project) Series 1983" upon a negotiated basis to American National Bank and Trust Company of Chicago, in Chicago, Illinois (the "Purchaser"); and

WHEREAS, Pursuant to the provisions of the Tax Equity and Fiscal Responsibility Act of 1982, and public notice published on May 19, 1983 in the Chicago Tribune, and on May 20, 1983 in the Chicago Sun-Times, newspapers of general circulation in the City of Chicago and environs, a public hearing on the proposed plan of financing for the Project was held by the Commissioner of Economic Development of the City of Chicago or his designee on June 2, 1983; 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 Financing Agreement dated as of November 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated the date of the adoption of this Ordinance by and among the Issuer, the Company and the Purchaser.

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

"Company" means The Reliable Corporation, a corporation duly organized and validly existing under the laws of the State of Illinois.

"Guarantor" means Merrill Zenner, an individual and president of the company.

"Guaranty" means the Guaranty Agreement dated as of November 1, 1983, from the Guarantor to the Trustee.

"Indenture" means the Indenture of Trust dated as of November 1, 1983, from the Issuer to the Trustee, as from time to time supplemented and amended.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties or functions of the Issuer.

"Land Trust" means LaSalle National Bank, not individually, but as trustee under Trust No. 10-38480-09, and as successor to Exchange National Bank of Chicago, as trustee under the Trust Agreement dated April 29, 1981 creating Trust No. 38480.

"Leasehold Mortgage" means the Leasehold Mortgage dated as of November 1, 1983, by and between the Company and the Trustee, as from time to time supplemented and amended.

"Mortgage" means the Mortgage dated as of November 1, 1983, by and between the Land Trust (joined by the Company) and the Trustee, as from time to time supplemented and amended.

"Note" means the Promissory Note of the Company provided for in Section 4.2 of the Agreement, whereby the Company promises to make installment payments on the Note in satisfaction of the debt of the Company to the Issuer under the Agreement.

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

"Project" means the land and the buildings acquired or constructed and the improvements thereto, located in the City of Chicago, Illinois, and the machinery, equipment and related property to be acquired and installed by the Company in part with moneys received under the Agreement, as defined and described in the Agreement.

"Purchaser" means American National Bank and Trust Company of Chicago.

"Security Agreement" means the Security Agreement dated as of November 1, 1983, by and between the Company and the Trustee, as from time to time supplemented and amended.

"Trustee" means American National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee, and its successors in trust.

Authorization of the Project

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition and improvement of the Project is not less than \$4,300,000, which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Note, the Indenture, the Mortgage, the Leasehold Mortgage, the Security Agreement and the Guaranty by the parties thereto are necessary and proper.

Authorization and Payment of Bonds

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (The Reliable Corporation Project) Series 1983 in the aggregate principal amount of \$4,300,000. The Bonds shall be issued in the form and denominations set forth in the Indenture; shall be dated as of November 1, 1983; shall be numbered from R-1 upward; shall mature on November 1, 1998 and shall bear interest at the rates per annum and on the dates set forth in the Indenture (as executed and delivered); shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture (as executed and delivered); and shall be in such form and have the other terms and provisions set forth in the Indenture (as executed and delivered).

The Bonds shall be signed by the Mayor of the Issuer by his manual or facsimile signature, attested by the manual or facsimile signature of the City Clerk of the Issuer and the official seal of the Issuer or a facsimile thereof shall be affixed thereto, all as provided in the Indenture.

Bonds are Limited Obligations

SECTION 4. The Bonds, together with interest thereon, shall be a limited obligation of the Issuer secured by the Indenture and the Guaranty and are payable solely from the revenues and receipts derived from the Agreement and the Note authorized to be issued thereunder (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage, the Leasehold Mortgage, the Security Agreement or the Guaranty), and shall be a valid claim of the owner or owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Agreement and the Note (except as hereinbefore provided), which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Ordinance, in the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of the Issuer or a loan of credit thereof or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and are payable solely from the revenues and receipts from the Agreement and the Note (except as hereinbefore provided).

Assignment, Mortgage, Leasehold Mortgage, Security Agreement and Guaranty

SECTION 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement and the Note (except its rights to payment pursuant to Section 4.2(c) of the Agreement relating to the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, Section 5.3 of the Agreement relating to the indemnification of the Issuer by the Company, Section 5.8 of the Agreement relating to the obligation of the Company to pay taxes levied on the Issuer with respect to the revenues under the Agreement, and Section 6.3 of the Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon the default of the Company thereunder) pursuant to the Indenture.

As further security for the payment of the principal of, premium, if any, and interest on the Bonds, the Guarantor will execute and deliver the Guaranty to the Trustee. To secure amounts payable by the Company under the Agreement and on the Note, the Company will execute and deliver the Leasehold Mortgage and the Security Agreement to the Trustee, and the Land Trust (joined by the Company) will execute and deliver the Mortgage to the Trustee. The Mortgage, the Leasehold Mortgage, the Security Agreement and the Guaranty are to be in substantially the same forms presented to the City Council of the Issuer, and the forms of which Mortgage, the Leasehold Mortgage, the Security Agreement and the Guaranty are hereby approved by the City Council of the Issuer.

Sale of the Bonds; Execution of Documents

SECTION 6. (a) The sale to the Purchaser of the Bonds hereby authorized at the price specified in the Bond Purchase Agreement and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of the Issuer.

(b) The Agreement and the Indenture in substantially the same forms in which the same have

been presented to the City Council of the Issuer are hereby approved by such City Council and are in all respects authorized, approved and confirmed.

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

Appointment of Trustee

SECTION 7: The appointment of American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions

SECTION 8. The Mayor, the City Clerk and the City Comptroller 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 this Ordinance, the advancement of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Clerk and the City Comptroller 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 and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreements, the Indenture and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability

SECTION 9. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Captions

SECTION 10. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Superseded

SECTION 11. All Ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its adoption and approval as by law provided.

Acknowledgement of Hearing

SECTION 12. 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 hearing held in the City of Chicago on June 2, 1983.

[Bond Purchase Agreement, Financing Agreement, Indenture of Trust, Guaranty Agreement, Leasehold Mortgage, Memorandum of Agreement and Mortgage are omitted for printing purposes.]

**Authority Granted for Execution of Contracts With Various Firms
for Model Block Construction Activities, Under 1983
Emergency Jobs Bill Program.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed resolution transmitted therewith, authorizing the execution of eight (8) contracts with various firms for Model Block Construction Activities for 1983 Emergency Jobs Bill Program under the Community Development Block Grant.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Burke, 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--45.

Nays--None.

The following is said resolution as passed:

WHEREAS, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Community Development Block Grant, 1983 Emergency Jobs Bill Program to promote the creation of construction jobs and to promote community development activities; and

WHEREAS, The construction of Model Block Improvements is one of the specific areas for funding under this program; and

WHEREAS, The Department of Public Works and the Office of Budget and Management have provided the affected aldermen with prior notification of the locations of individual blocks to be improved under this program; and

WHEREAS, The Commissioner of the Department of Public Works assures the Council that site selection was done in accordance with the program criteria which was developed by the Office of Budget and Management as required by the Ordinance of May 26, 1983; and

WHEREAS, The Council of the City of Chicago passed an ordinance on May 26, 1983 which requires Council approval of all contracts of \$50,000 or more; and

WHEREAS, The names of the construction firms, the bid prices, and the location of the blocks to be constructed for each of the construction contracts have been submitted by the Mayor to the Council for review as per the attached addendum; and

WHEREAS, The Mayor assures the Council that provisions of the Ordinance of May 26, 1983 regarding the expenditure of 1983 Emergency Jobs Bill CDBG funds have been complied with; now, therefore,

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

That the Mayor is authorized to execute the contracts per the attached addendum for the Model Blocks Program funded under the 1983 Emergency Jobs Bill Community Development Block Grant Program.

[Addendum printed on pages 2545 thru 2561 of this Journal.]

**Authority Granted for Issuance of Free Permits and Refund of Fee for
Certain Charitable, Educational and Religious Institutions.**

The Committee on Finance to which had been referred (October 12, 1983) sundry proposed

(Continued on page 2562)

ADDENDUM

Summary of
1983 Emergency Jobs Bill
Model Block Construction Contracts

- | | | |
|----|---|-----------------------|
| 1. | Group A - Contract # 59471 Amount | \$736,718.83 |
| | To be awarded to: F. & V. Cement Contractors
6645 N. Oliphant
Chicago, Illinois 60631 | |
| 2. | Group B - Contract # 59472 Amount | \$415,159.36 |
| | To be awarded to: M. & A. Cement Works
241 S. Princeton
Itasca, Illinois 60143 | |
| 3. | Group C - Contract # 59473 Amount | \$275,280.01 |
| | To be awarded to: M. & A. Cement Works
241 S. Princeton
Itasca, Illinois 60143 | |
| 4. | Group D - Contract #59474 Amount..... | \$297,608.91 |
| | To be awarded to: F. & V. Cement Contractors
6645 N. Oliphant
Chicago, Illinois 60631 | |
| 5. | Group E - Contract # 59475 amount..... | \$372,046.37 |
| | To be Awarded to: D. & P. Construction
3941 N. Pioneer Avenue
Chicago, Illinois | |
| 6. | Group F - Contract # 59476 Amount..... | \$512,867.10 |
| | To be awarded to: Ganna Construction, Inc.
539 Dupage Avenue
Addison, Illinois 60101 | |
| 7. | Group G - Contract # 59477 Amount..... | \$360,685.20 |
| | To be Awarded to: Ganna Construction, Inc.
539 Dupage Avenue
Addison, Illinois 60101 | |
| 8. | Group H - Contract #. 59478 Amount..... | \$356,810.10 |
| | To be Awarded to: Ganna Construction, Inc.
539 Dupage Avenue
Chicago, Illinois 60101 | |
| | | <hr/> \$ 3,327,175.88 |

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 80.63-83-44

for

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "A"

PROJECT NO. 9834

CONTRACT # 59471

Required for use by

CITY OF CHICAGO

DEPARTMENT OF STREETS AND SANITATION

ROOM 700 - CITY HALL

Fund - 983-3001-526
Bid Deposit - FIFTY-FIVE THOUSAND DOLLARS
(\$55,000.00)
Drawings - BUREAU OF STREETS

BIDS TO BE EXECUTED IN TRIPLICATE

All Signatures to be sworn to
before a Notary Public

For information regarding this project contact Mr. August C. Chidichimo at 744-5901

Issued by

THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

CITY OF CHICAGO

HAROLD WASHINGTON
MAYOR

THOMAS F. HOWE
ACTING PURCHASING AGENT

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "A"

Project No. 9834

Specification No. 80.63-83

ROGERS PARK NSA

Hermitage: Jonquil to Juneway (East Side)
Jonquil Terrace (North Side): Ashland to alley
West to Marshfield
Juneway Terrace: Ashland West to Marshfield
(North side only)

EDGEWATER NSA

5600, 6100 North Winthrop

UPTOWN NSA

4400 North Beacon Avenue
4400 North Malden Avenue
800, 900, 1000 West Sunnyside

NEAR NORTH NSA

1500 North Cleveland
1500 North Hudson

ALBANY PARK NSA

4800, 4900, 5000 North Sawyer Avenue
3300 West Ainslie
3200, 3300 West Argyle Street
3200 West Carmen Avenue

OTHER AREAS

Ashland Avenue: Montrose to Wilson
3400 North Bell
3400 North Leavitt

Bidders will be aware that at the discretion of the Department of Streets and Sanitation locations of the improvement as listed are subject to revision and/or reduction.

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 80.63-83-45--*for***MODEL BLOCK PROGRAM 1983****C.D. YEAR VIII****AREA "B"****PROJECT NO. 9834****CONTRACT # 59472***Required for use by***CITY OF CHICAGO****DEPARTMENT OF STREETS AND SANITATION****ROOM 700 - CITY HALL****Fund - 983-3001-526****Bid Deposit - THIRTY-FIVE THOUSAND DOLLARS
(\$35,000.00)****Drawings - BUREAU OF STREETS****BIDS TO BE EXECUTED IN TRIPPLICATE****All Signatures to be sworn to
before a Notary Public****For information regarding this project contact Mr. August C. Chidichimo at 744-5900***Issued by***THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES****CITY OF CHICAGO****HAROLD WASHINGTON
MAYOR****THOMAS F. HOWE
ACTING PURCHASING AGENT**

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "B"

Project No. 9834

Specification No. 80.63-83-45

NEAR NORTHWEST NSA

2000 West Dickens
2000 North Leavitt
2100 North Damen
1900 North Hermitage (West Side)
1700 North Marshfield (East Side)
1700 North Honore
1600 North Hermitage
1900 North Fairfield
2400 West Palmer
700 North Ada
700 North Elizabeth
700 North Troop
1300 North Bell
1400 North Bell
1600 North Wolcott

Bidders will be aware that at the discretion of the Department of Streets and Sanitation locations of the improvement as listed are subject to revision and/or reduction.

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 80.63-83-46

for

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "C"

PROJECT NO. 9834

CONTRACT # 59473

Required for use by

CITY OF CHICAGO

DEPARTMENT OF STREETS AND SANITATION

ROOM 700 - CITY HALL

Fund - 983-3001-526
Bid Deposit - TWENTY-FIVE THOUSAND DOLLARS
(\$25,000.00)
Drawings - BUREAU OF STREETS

BIDS TO BE EXECUTED IN TRIPLICATE

All Signatures to be sworn to
before a Notary Public

For information regarding this project contact Mr. August C. Chidichimo at 744-5900

Issued by

THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

CITY OF CHICAGO

HAROLD WASHINGTON
MAYOR

THOMAS F. HOWE
ACTING PURCHASING AGENT

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "C"

Project No. 9834

Specification No. 80.63-83-46

HUMBOLDT PARK NSA

**3200, 3300 West Diversey |
1000 North Harding
900 North Lawndale
1800 North Pulaski
800 North Ridgeway
1800 North Harding
1400 North Harding
1400 North Avers
1500 North Avers**

Bidders will be aware that at the discretion of the Department of Streets and Sanitation, locations of the improvement as listed are subject to revision and/or reduction.

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 80.63-83-47

for

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "D"

PROJECT NO. 9834

CONTRACT # 59474

Required for use by

CITY OF CHICAGO

DEPARTMENT OF STREETS AND SANITATION

ROOM 700 - CITY HALL

Fund - 983-3001-526
Bid Deposit - TWENTY-FIVE THOUSAND DOLLARS
(\$25,000.00)
Drawings - BUREAU OF STREETS

BIDS TO BE EXECUTED IN TRIPLICATE

All Signatures to be sworn to
before a Notary Public.

For information regarding this project contact Mr. August C. Chidichimo at 744-5900.

Issued by

THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

CITY OF CHICAGO

HAROLD WASHINGTON
MAYOR

THOMAS F. HOWE
ACTING PURCHASING AGENT

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "D"

Project No. 9834

Specification No. 80.63-83-47

AUSTIN NSA

400 North Pine
500 North Pine
5300 West Race
5500 West Race
600 North Latrobe
400 North Menard
4800 West Ohio
4800 West Race
5100 West Ohio
4800 West Superior

Bidders will be aware that at the discretion of the Department of Streets and Sanitation locations of the improvement as listed are subject to revision and/or reduction.

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 80.63-83-48*for***MODEL BLOCK PROGRAM 1983****C.D. YEAR VIII****AREA "E"****PROJECT NO. 9834****CONTRACT # 59475***Required for use by***CITY OF CHICAGO****DEPARTMENT OF STREETS AND SANITATION****ROOM 700 - CITY HALL**

Fund - 983-3001-526
Bid Deposit - THIRTY THOUSAND DOLLARS
(\$30,000.00)
Drawings - BUREAU OF STREETS

BIDS TO BE EXECUTED IN TRIPLICATE

**All Signatures to be sworn to
before a Notary Public.**

For information regarding this project contact Mr. August C. Chidichimo at 744-5900

*Issued by***THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES****CITY OF CHICAGO**

**HAROLD WASHINGTON
MAYOR**

**THOMAS F. HOWE
ACTING PURCHASING AGENT**

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "E"

Project No. 9834

Specification No. 80.63-83-48

WEST GARFIELD PARK NSA

4100 West End
4200 West West End
1 North Keeler
100 North Keeler

LAWNDALE NSA

2700 West 15th Street
1550 - 1599 South Washtenaw
2700 West 16th Street

NEAR SOUTHWEST NSA

2200 South Spaulding
2200 South Christiana
2200 South Homan
2200 South Trumbull
2200 South St. Louis
2500 South Homan

Bidders will be aware that at the discretion of the Department of Streets and Sanitation locations of the improvement as listed are subject to revision and/or reduction.

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 80.63-83-49

for

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "F"

PROJECT NO. 9834

CONTRACT # 59476

Required for use by

CITY OF CHICAGO

DEPARTMENT OF STREETS AND SANITATION

ROOM 700 - CITY HALL

Fund - 983-3001-526
Bid Deposit - FORTY THOUSAND DOLLARS
(\$40,000.00)
Drawings - BUREAU OF STREETS

BIDS TO BE EXECUTED IN TRIPLICATE

All Signatures to be sworn to
before a Notary Public

For information regarding this project contact Mr. August C. Chidichimo at 744-5900

Issued by

THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

CITY OF CHICAGO

HAROLD WASHINGTON
MAYOR

THOMAS F. HOWE
ACTING PURCHASING AGENT

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 80.63-83-54*for***MODEL BLOCK PROGRAM 1983****C.D. YEAR VII****AREA "G"****PROJECT NO. 9834****CONTRACT # 59477***Required for use by***CITY OF CHICAGO****DEPARTMENT OF STREETS AND SANITATION****ROOM 700 - CITY HALL**

Fund - 983-3001-526
Bid Deposit - THIRTY THOUSAND DOLLARS
(\$30,000.00)
Drawings - BUREAU OF STREETS

BIDS TO BE EXECUTED IN TRIPLICATE

**All Signatures to be sworn to
before a Notary Public**

For information regarding this project contact Mr. August C. Chidichimo at 744-5900

*Issued by***THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES****CITY OF CHICAGO**

**HAROLD WASHINGTON
MAYOR**

**THOMAS F. HOWE
ACTING PURCHASING AGENT**

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "G"

Project No. 9834

Specification No. 80.63-83-54

ENGLEWOOD/NEW CITY NSA

5600 South Carpenter
5900 South Honore -
5900 South Winchester
5900 South Wood
6000 South Honore
6000 South Winchester
6000 South Wolcott
6000 South Wood
6100 South Wolcott (East Side)
6100 South Wood
6200 South Hoyne (East Side)
6200 South Damen

Bidders will be aware that at the discretion of the Department of Streets and Sanitation, locations of the improvement as listed are subject to revision and/or reduction.

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 80.63-83-55*for***MODEL BLOCK PROGRAM 1983****C.D. YEAR VIII****AREA "H"****PROJECT NO. 9834****CONTRACT # 59478***Required for use by***CITY OF CHICAGO****DEPARTMENT OF STREETS AND SANITATION****ROOM 700 - CITY HALL**

Fund - 983-3001-526
Bid Deposit - TWENTY-FIVE THOUSAND DOLLARS
(\$25,000.00)
Drawings - BUREAU OF STREETS

BIDS TO BE EXECUTED IN TRIPLICATE

All Signatures to be sworn to
before a Notary Public

For information regarding this project contact Mr. August C. Chidichimo at 744-5900

*Issued by***THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES****CITY OF CHICAGO**

HAROLD WASHINGTON
MAYOR

THOMAS F. HOWE
ACTING PURCHASING AGENT

MODEL BLOCK PROGRAM 1983

C.D. YEAR VIII

AREA "H"

Project No. 9834

Specification No. 80.63-83-55

SOUTH CHICAGO NSA

**8700, 8800, 8900, 9000 South Exchange
88th Street: Muskegon to Commercial
89th Street: Muskegon to Exchange**

Bidders will be aware that at the discretion of the Department of Streets and Sanitation, locations of the improvement as listed are subject to revision and/or reduction.

(Continued from page 2544)

ordinances and an order transmitted therewith to authorize issuance of free permits and a refund of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Burke, 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, Schuster, Volini, Orr, Stone--45.

Nays--None.

Said ordinances and order as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Inner City Impact.

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 Inner City Impact for remodeling existing building on the premises known as No. 2704 W. North Avenue.

Said building shall be used exclusively for community/social 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.

Juvenile Protective Association.

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 Juvenile Protective Association, No. 223 W. Erie Street for the construction of a building by John P. Teschky, Inc, general contractor, 1971 Johns Drive, Glenview, Illinois, on the premises known as No. 1707 N. Halsted Street.

Said building shall be used exclusively for rehabilitation 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.

REFUND OF FEE.

Inner City Impact.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$1,552.00 to the Inner City Impact, Nos. 2704-2710 W. North Avenue, representing payment of fee for Permit No. B-625273 for renovation of building.

**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 October 12, 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 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>
Armitage Baptist Church No. 2451 N. Kedzie Avenue	B3-302497	\$ 23.00
	B3-302498	23.00
	B3-302499	23.00
	B3-302500	23.00
	B3-302501	23.00
	(Bldg.)	
Beth Jacob Lawn Manor Hebrew Congregation No. 6601 S. Kedzie Avenue	B1-120307	46.00
	(Bldg.)	
	F4-118466	25.00
	F4-219966	25.00
	(Mech. Vent.)	
Northwest Home for the Aged No. 6300 N. California Avenue	P1-201135	20.00
	(Fuel Burn. Equip.)	
	C2-338402	84.00
	(Refrig.)	

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, Majerczyk, Burke, 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--45.

Nays--None.

**Authority Granted for Laying Water Mains
at Sundry Locations.**

The Committee on Finance submitted three 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, Majerczyk, Burke, 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--45.

Nays--None.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

S. Avenue "H" from E. 99th Street to E. 100th Street, in E. 100th Street from S. Avenue "J" to S. Avenue "H", and in S. Avenue "J" from E. 99th Street to E. 100th Street--1,622 feet of ductile iron pipe at the total estimated cost of \$255,903.08, chargeable to Account No. 200-8285(7930).557-Betterment.

The above work is to be done under Order No. 71503.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

N. Dean Street from W. Beach Avenue to N. Paulina Street--496 feet of ductile iron pipe at the total estimated cost of \$85,445.38, chargeable to Account No. 200-8285(7930).557-Betterment.

The above work is to be done under Order No. 37387.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

S. Walden Parkway from W. 103rd Street to W. 101st Street, and on W. 101st Street from S. Walden Parkway to S. Longwood Drive--1,103 feet of ductile iron pipe at the total estimated cost of \$121,287.44, chargeable to Account No. 200-8285(7930).557-Betterment.

The above work is to be done under Order No. 37382.

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

[Regular Orders printed on pages 2567 thru 2570 of this Journal.]

and

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

[Third Party Order printed on page 2571 of this Journal.]

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING LEVY
OF TAXES FOR COMMUNITY COLLEGE DISTRICT NO. 508 FOR
FISCAL YEAR JULY 1, 1983-JUNE 30, 1984.

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

CHICAGO, October 20, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the levy of taxes for the fiscal year commencing on July 1, 1983, and ending on June 30, 1984, Amount - \$54,064,501, 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 18 members of the committee with 1 dissenting vote.

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

[Ordinance authorizing levy of taxes for Board of Trustees of
Community College District No. 508 is printed on
pages 2572 thru 2582 of this Journal.]

Action Deferred--ON PROPOSED ORDINANCE ABATING PROPERTY TAXES
PREVIOUSLY LEVIED FOR WORKING CASH FUND BONDS, SERIES 1967,
OF COMMUNITY COLLEGE DISTRICT NO. 508, FOR YEARS 1983,
1984, AND 1985.

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

CHICAGO, October 20, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance abating property taxes previously levied by the City Council on July 21, 1967, (C.J. pp. 604-608) for the early retirement of Working Cash Fund Bonds, Series 1967, 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 19 members of the committee with no dissenting votes.

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

[Ordinance authorizing the abatement of property taxes for Board of
Trustees of Community College District No. 508 printed on
pages 2583 thru 2586 of this Journal.]

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING ISSUANCE
OF CHICAGO WATER REVENUE BONDS TO PAY INTERIM WATER
NOTES OF 1977 AND 1979, AND FOR COSTS OF OTHER
CAPITAL IMPROVEMENTS OF CHICAGO WATER
SYSTEM.

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

CHICAGO, October 20, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the issuance of City of Chicago Water Revenue Bonds for the purpose of paying Interim Water Notes of 1977 and 1979, and financing the costs of other capital improvements of the Chicago Water System, amount \$95,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 2587)

REPORT DATE 10/17/83
PROGRAM--PER070

CITY OF CHICAGO

CITY CHIEF OF POLICE

COUNCIL MEETING OF 10/17/83

REGULAR MEMBERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANTOL	CHARLES	POLICE OFFICER	FIFTEENTH DISTRICT	2/12/83 15.00
BASILE	FRANCIS P	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISION	6/26/83 201.00
CARIUSCIA	JOHN T	POLICE OFFICER	NINETEENTH DISTRICT	3/17/77 35.00
CHIUDDU	NICHALL J	SERGEANT	SIXTEENTH DISTRICT	12/05/82 22.00
DALEY	MARYLL E	POLICE OFFICER	FOURTEENTH DISTRICT	6/12/83 113.00
DARCY	PAULA M	POLICE OFFICER	EIGHTH DISTRICT	6/09/83 25.00
DAVID	JAMES C	POLICE OFFICER	SECOND DISTRICT	6/03/83 108.00
DAWSON	PHYLLIS	POLICE OFFICER	FIFTH DISTRICT	6/22/83 525.00
DECARLO	DANIEL J	POLICE OFFICER	TWELFTH DISTRICT	6/10/83 36.00
DEDINA	WAYNE	POLICE OFFICER	NINTH DISTRICT	6/03/83 130.00
DELMATA	EUGENE	POLICE OFFICER	NINTH DISTRICT	6/02/83 200.00
DENNIS	HAROLD T	POLICE OFFICER	EIGHTEENTH DISTRICT	6/01/83 129.80
DIMARIA	FRANK J	POLICE OFFICER	FIFTEENTH DISTRICT	6/29/83 113.00
DUMBROWSKI	LEONARD	POLICE OFFICER	FOURTH DISTRICT	6/13/83 137.20
DOYLE	ANTHONY J	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	1/14/83 192.00
EDENS	FAITH D	POLICE OFFICER	TWENTYTH DISTRICT	6/17/83 36.00
ENWALL	KEVIN M G	POLICE OFFICER	SEVENTEENTH DISTRICT	6/11/83 56.00
EVANGELISTA	JOHN M	SERGEANT	FOURTEENTH DISTRICT	1/01/83 13.00
EVERETT	DANIEL K	POLICE OFFICER	YOUTH DIVISION AREA THREE	6/24/83 35.00
FENNESSY	JAMES	POLICE OFFICER	NINTH DISTRICT	6/25/83 180.00
FERNANDES	ELMA	POLICE OFFICER	SEVENTH DISTRICT	6/20/83 60.00
FIGUEROA	RELLIE	POLICE OFFICER	NINETEENTH DISTRICT	6/03/83 119.00
FINOCCCHIO	ANTHONY D	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/17/83 241.00
GARCIA	ADRIAN R	POLICE OFFICER	THIRTEENTH DISTRICT	6/15/83 72.00
GARCIA	ADRIAN R	POLICE OFFICER	THIRTEENTH DISTRICT	6/21/83 123.00
GARCIA	DANIEL	POLICE OFFICER	NINTH DISTRICT	6/03/83 94.00
GARCIA	FERNANDO	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/24/83 80.00
GARMON	JERRY	POLICE OFFICER	NINTH DISTRICT	6/07/83 58.00
GARRIDO	JOHN	POLICE OFFICER	FIFTH DISTRICT	6/28/83 92.00
GUON	DANIEL	POLICE OFFICER	FIRST DISTRICT	7/08/83 75.00
GRALAK	HENRY F	SERGEANT	FOURTEENTH DISTRICT	7/06/83 55.00
GRIFFIN	CLIFFORD L	POLICE OFFICER	THIRD DISTRICT	7/22/83 114.00
GRIFFIN	LINDA	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/13/83 134.25
GUARNIERI	JOSEPH	POLICE OFFICER	NINTH DISTRICT	7/28/83 130.00
GUJARDO	MAX J	POLICE OFFICER	FIFTEENTH DISTRICT	7/12/83 55.00
GVOZDENIVICH	ANTHONY	POLICE OFFICER	EIGHTEENTH DISTRICT	7/17/83 144.00
HICKEY	PHILIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/15/83 74.20
HODGE	ROGER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/83 177.00
HOFFMAN	KENNETH	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	7/01/83 150.40
HOLEC	JOHN J	POLICE OFFICER	THIRTEENTH DISTRICT	7/16/83 211.00
HOLLAND	ROBERT	POLICE OFFICER	SIXTH DISTRICT	7/26/83 171.60
HOWARD	CORILYN	POLICE OFFICER	RECRUIT TRAINING	7/29/83 255.50
HOWLETT	CEVELYN	POLICE OFFICER	RECRUIT TRAINING	7/11/83 50.00
HUGHES	MICHAEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/27/83 122.00
JANSON	WILLIAM	POLICE OFFICER	THIRTEENTH DISTRICT	7/15/83 63.00
JOHLIC	EDWARD L	POLICE OFFICER	EIGHTEENTH DISTRICT	6/01/83 129.50
JOHNSON	CHARLES P	POLICE OFFICER	SIXTH DISTRICT	6/24/83 12.00
JOHNSON	EUGENE J	SERGEANT	ELEVENTH DISTRICT	1/27/83 169.50
JOHNSON	FRANKLIN H	POLICE OFFICER	TWENTYTH DISTRICT	7/04/83 65.75

REPORT DATE 10/17/83
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/20/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JURKIEWICZ	ROMAN	POLICE OFFICER	THIRTEENTH DISTRICT	6/28/83 55.00
KANE	PATRICIA	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/14/83 55.00
KENDOE	JAMES	POLICE OFFICER	THIRTEENTH DISTRICT	7/15/83 166.00
KENDZIOR	EDWARD S	POLICE OFFICER	DETECTIVE DIV AREA 4, PROPERTY	11/16/74 150.00
KIELY	JAMES J	LIEUTENANT	TENTH DISTRICT	7/21/79 1244.00
KIELY	JOHN J	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	6/02/83 95.00
KIRCHNER	ROBERT	POLICE OFFICER	ELEVENTH DISTRICT	6/07/83 139.90
KLASEN	RICHARD M	POLICE OFFICER	SEVENTEENTH DISTRICT	6/21/83 209.00
KLEBDA	THOMAS A	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	4/22/83 120.75
KLEIN	WYLES	POLICE OFFICER	SEVENTEENTH DISTRICT	6/20/83 145.75
KNASIAK	LAWRENCE	POLICE OFFICER	TENTH DISTRICT	7/25/83 95.00
KUCH	DANIEL	POLICE OFFICER	TENTH DISTRICT	6/21/83 2262.50
KUENMETH	MICHAEL T	POLICE OFFICER	FOURTH DISTRICT	7/26/83 136.95
KUHNS	LYNN	POLICE OFFICER	NINETEENTH DISTRICT	7/25/83 69.00
KWIATEK	RICHARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/14/83 224.00
LAMPA	THOMAS	POLICE OFFICER	MARINE UNIT	7/20/83 151.58
LANIER	GLENN	POLICE OFFICER	SPECIAL OPERATIONS GROUP-SOUTH	7/29/83 329.00
LARA	LOUIS	SERGEANT	THIRTEENTH DISTRICT	6/28/83 167.00
LAYNE	FREDRICK	POLICE OFFICER	SEVENTH DISTRICT	7/27/83 97.00
LAZZARO	MICHAEL	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/29/83 49.00
LOEFFLER	CARL	POLICE OFFICER	NINETEENTH DISTRICT	6/26/83 97.00
LUBOMSKI	JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/11/83 165.00
LUCAS	ALAN H	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/18/83 128.25
LULLO	PHILLIP F	POLICE OFFICER	SEVENTH DISTRICT	7/07/83 35.00
LYMAN	DANIEL E	POLICE OFFICER	NINTH DISTRICT	7/06/83 71.05
MAJESKE	CAROL A	POLICE OFFICER	EIGHTH DISTRICT	6/10/83 41.80
MAKOWSKI	GARY	POLICE OFFICER	TWELFTH DISTRICT	4/14/83 200.75
MALCYZK	RONALD	POLICE OFFICER	FOURTEENTH DISTRICT	6/10/83 282.00
MALONEY	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	7/16/83 55.00
MANNING	WAYNE J	POLICE OFFICER	FOURTH DISTRICT	4/13/83 69.95
MARKHAM	JIMMIL	POLICE OFFICER	SIXTEENTH DISTRICT	6/22/83 75.00
MARSHALL	CORTEZ	POLICE OFFICER	SECOND DISTRICT	7/10/83 195.00
MARTIN	LOUIS J	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	7/09/83 77.50
MARTIN	WILLIAM	POLICE OFFICER	NINTH DISTRICT	7/08/83 52.00
MATUSZAK	HAROLD M	POLICE OFFICER	NINTH DISTRICT	6/02/83 58.00
MAURER	DEBRA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/17/83 141.50
MCCARTHY	JOSEPH	POLICE OFFICER	FIELD TACTICAL SERVICES-ADMINI	9/24/82 300.00
MCHUGH	DANIEL	POLICE OFFICER	SIXTEENTH DISTRICT	7/17/83 106.00
MCINERNEY	MICHAEL J	POLICE OFFICER	FOURTEENTH DISTRICT	6/22/83 102.00
MCLAUGHLIN	WARREN	POLICE OFFICER	SECOND DISTRICT	6/17/83 91.00
MCMAHON	DANIEL T	POLICE OFFICER	NINTH DISTRICT	7/26/83 75.00
MCNALLY	DENNIS	POLICE OFFICER	EIGHTEENTH DISTRICT	7/04/83 77.50
MCLEOD	ARLAND	POLICE OFFICER	NINTH DISTRICT	7/13/83 11.00
MICHELBOROUGH	JAMES M	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	3/24/82 70.00
MILICE	JOHN J	SERGEANT	FIFTEENTH DISTRICT	6/08/83 162.00
MILBURN	STEPHEN W	POLICE OFFICER	RECRUIT TRAINING	6/26/83 204.50
MILBURN	ROBERT	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	7/20/83 142.00
MILBURN	MARK	POLICE OFFICER	SEVENTEENTH DISTRICT	6/03/83 120.50
MILBURN	RONALD P	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/83 143.00

REPORT DATE 10/19/83
PROGRAM--PERO 10

CITY OF CHICAGO
CITY COUNCIL MEMBERS
COUNCIL MEETING OF 10/20/83
REGULAR SESSION

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
MOORE	EDWARD	POLICE OFFICER	FIFTH DISTRICT	7/09/83	29.19
MOORE	THOMAS J	POLICE OFFICER	CANINE UNIT	12/07/82	20.00
PROZORSKI	STANLEY	POLICE OFFICER	TWELFTH DISTRICT	4/28/83	5793.55
MULLER	PAUL T	POLICE OFFICER	FIFTEENTH DISTRICT	4/21/83	164.75
MULVINHILL	MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	2/27/80	30.25
MURRAY	JEREMIAH	POLICE OFFICER	THIRD DISTRICT	6/22/83	83.47
NELIGAN	EDWARD M	POLICE OFFICER	NINTH DISTRICT	10/25/82	225.00
O BRIEN	EDWARD J	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/03/83	237.00
OCONOR	JOHN L	POLICE OFFICER	FIRST DISTRICT	7/28/83	54.00
OLIVA	SCOTT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/06/83	102.00
ORIOLE	EDWARD L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/26/83	182.00
PACELLI	ANTHONY J	POLICE OFFICER	FIRST DISTRICT	7/16/83	119.20
PANIK	NORBERT	POLICE OFFICER	NINTH DISTRICT	7/28/83	120.70
PAOLELLO	JAMES P	POLICE OFFICER	EIGHTEENTH DISTRICT	7/10/83	60.00
PEARSON	CHARLES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/11/83	60.00
PEARSON	CHARLES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/01/83	24.00
RADTKE	WALTER	POLICE OFFICER	SIXTEENTH DISTRICT	7/03/83	579.50
RAYMOND	CLYDE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	6/02/83	29.00
RHINE	JOEY	POLICE OFFICER	TWENTIETH DISTRICT	7/10/83	50.00
RIVERA	MICHAEL J	POLICE OFFICER	THIRTEENTH DISTRICT	7/28/83	799.10
RIZZO	CHARLES	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINIS	7/26/83	3250.00
RODRIGUEZ	THEODORE	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/23/83	224.00
ROSE	ORVILLE	POLICE OFFICER	FIFTEENTH DISTRICT	7/08/83	114.50
RUBEL	JOHN J	POLICE OFFICER	THIRTEENTH DISTRICT	1/26/83	64.00
RUHNKE	THOMAS A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/06/83	187.00
RUIZ	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	4/16/83	10.00
RYAN	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/07/83	115.00
SCHERMERHORN	EDWARD J	POLICE OFFICER	TWENTIETH DISTRICT	7/22/83	115.00
SCHROCK	MALCOLM J	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/12/83	152.10
SHERWIN	JOHN	POLICE OFFICER	ROAD AND ARGIN SECTION	7/06/83	25.75
SHINE	JOSEPH	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/28/83	10.00
SIGNORRETTI	JOHN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	7/06/83	25.00
SMITH	ARTHUR	POLICE OFFICER	THIRTEENTH DISTRICT	7/02/83	53.00
SPECHT	DAVID	POLICE OFFICER	SEVENTEENTH DISTRICT	7/00/83	157.90
SPEIDEN	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	7/02/83	151.00
STANKIEWICZ	JOHN T	POLICE OFFICER	NINTH DISTRICT	7/18/83	26.00
SUMMERS	WELYN A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/07/83	157.25
SWEENEY	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	7/26/83	103.00
TARARA	JAMES	POLICE OFFICER	SEVENTEENTH DISTRICT	7/17/83	114.00
TATE	GILLIS	POLICE OFFICER	NINTH DISTRICT	7/03/83	54.00
TAWECH	BERNARD	POLICE OFFICER	NINTH DISTRICT	7/21/83	52.27
THOMPSON	WILLIAM	POLICE OFFICER	EIGHTH DISTRICT	7/15/83	108.00
TOUHY	CATHY A	POLICE OFFICER	FIFTEENTH DISTRICT	6/19/83	567.80
TOVAR	NORBERT M	POLICE OFFICER	EIGHTEENTH DISTRICT	6/21/83	151.35
TRINER	PAMELA	POLICE OFFICER	EIGHTEENTH DISTRICT	6/20/83	88.00
VALENCIA	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	7/12/83	374.00
VEGA	PARSHALL	POLICE OFFICER	THIRTEENTH DISTRICT	6/20/83	382.00
VILLAFANE	RODOLFO	POLICE OFFICER	FOURTEENTH DISTRICT	6/11/83	70.00
VOLPI	JAMES P	POLICE OFFICER	NINTH DISTRICT	7/10/83	305.00

REPORT DATE 10/10/83
PROGRAM--PERMITS

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/20/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WAGNER WILLIAM J	POLICE OFFICER	NINTH DISTRICT	6/10/83	137.50
WALSH MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	6/19/83	75.00
WALSH MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	6/29/83	91.00
WATSON LEO M DOA	POLICE OFFICER	SEVENTH DISTRICT	7/06/83	276.00
WATSON RONNIE	LIEUTENANT	THIRD DISTRICT	7/13/83	151.00
WESTLOVE MICHAEL J	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	7/11/83	70.00
WHEAT GREN	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	7/13/83	275.50
WHITNEY WILLIAM J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/22/83	75.00
WIDLACKI JEFFREY	POLICE OFFICER	FOURTH DISTRICT	7/29/83	32.50
WILLIAMS DANA L	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/04/83	86.00
WILLIAMS EDGAR	POLICE OFFICER	ELEVENTH DISTRICT	7/15/83	47.00
WILLIAMS GERALD	POLICE OFFICER	NINTH DISTRICT	5/23/83	22446.30
WILLIAMS JOHN	POLICE OFFICER	SIXTH DISTRICT	7/07/83	70.00
WILLIAMS NICHOLAS M	POLICE OFFICER	FIFTH DISTRICT	6/29/83	15.50
WILLIAMS TERESA	POLICE OFFICER	TWELFTH DISTRICT	6/12/83	36.00
WILLIAMSON CLARENCE J	POLICE OFFICER	EIGHTEENTH DISTRICT	7/04/83	72.50
WOJAK MARTIN	POLICE OFFICER	SEVENTEENTH DISTRICT	6/03/83	117.00
WOOD DONALD	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/83	90.00
WRIGHT CHARLES	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/18/83	112.00
ZALESNY ROBERT	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	6/18/83	90.75
ZYCH HENRY C	POLICE OFFICER	SEVENTH DISTRICT	6/06/83	90.00

REPORT DATE 10/17/83
PROGRAM--PFRCT3

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/20/83

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
CENTRACCHIO	PHILIP	POLICE OFFICER	YOUTH DIVISION AREA TW	8/31/80	710.00
DEMBOWSKI	CONRAD	POLICE OFFICER	SEVENTEENTH DISTRICT	5/15/83	137.00
DUB	NICHOLAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/19/83	636.00
DUGGAN	LAWRENCE F	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/02/83	162.00
EPSTEIN	RICHARD	POLICE OFFICER	NINTH DISTRICT	5/05/83	255.70
FIELDS	WILLIAM	POLICE OFFICER	SEVENTH DISTRICT	5/29/83	216.00
FLETCHER	JULIA M	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/22/83	33.00
LOWE	STEVEN M	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/22/83	33.00
MCSREAL	THOMAS F	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/07/83	52.00
MORADO JR	LOUIS	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	6/03/83	233.00
MULVIHILL	MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	6/13/83	136.50
POZUCEN	JERRY	POLICE OFFICER	ENFORCEMENT SECTION	7/16/83	646.00
RENNES	RICHARD	POLICE OFFICER	THIRTEENTH DISTRICT	7/15/83	58.00
ROGERS	KEVIN	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/01/83	428.00
SINER	EDWARD	POLICE OFFICER	EIGHTH DISTRICT	6/12/82	120.00
TORSA	EDWARD J	POLICE OFFICER	TENTH DISTRICT	7/31/83	52.00
VALKENBURG	WILLIAM L	POLICE OFFICER	EIGHTH DISTRICT	6/14/83	211.00
VANDELS	MICHAEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/07/83	636.00
VELEZ	LOUIS A	POLICE OFFICER	FOURTH DISTRICT	7/13/83	91.55
WILLAFANE	RODOLFO	POLICE OFFICER	FOURTEENTH DISTRICT	7/19/83	178.00
WATKINS	EDWARD	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/83	147.00
WELTE	EDWARD J	POLICE OFFICER	NINETEENTH DISTRICT	6/05/83	138.00
WURK	JULIAN C	POLICE OFFICER	TWELFTH DISTRICT	6/07/83	264.00
ZELAZIK	EDMUND	POLICE OFFICER	NINTH DISTRICT	5/05/83	176.00
ZUELKE JR	CARL W	POLICE OFFICER	FIELD TACTICAL SERVICES-ADMIN	6/20/83	142.00

AN ORDINANCE

LEVY OF TAXES FOR THE YEAR 1983 FOR COMMUNITY COLLEGE PURPOSES
OF THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508,
COUNTY OF COOK AND STATE OF ILLINOIS

WHEREAS, Pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a special meeting held July 27, 1982, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1983, in which and by which said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1983, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing July 1, 1982, and ending June 30, 1983, and pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting held August 2, 1983, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, in which and by which said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing July 1, 1983, and ending June 30, 1984; and,

WHEREAS, Pursuant to provisions of Section 7-9 of the Public Community College Act, as amended, of the State of Illinois, said Annual Budgets set forth estimates, by classes, of all current assets and liabilities of each fund of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as of the beginning of the fiscal year, and the amounts of those assets estimated to be available for appropriation in that year, either for expenditures or charges to be made or incurred during that year or for liabilities unpaid at the beginning thereof and said budgets set forth detailed estimates of all taxes to be levied, which estimates of taxes to be levied for educational and building purposes do not exceed the sum equivalent to the product of the value of the taxable property in the district, as ascertained by the last assessment for State and county taxes previous to the passage of the budget, multiplied by the maximum per cent or rate of tax which the corporate authorities of the city are authorized by law to levy for the current fiscal year for those purposes and said budgets set forth detailed estimates of all current revenues derived from taxes and from sources other than taxes, including State and Federal contributions, rents, fees, perquisites, and all other types of revenue, which will be applicable to expenditures or charges to be made or incurred during that year; and,

WHEREAS, Pursuant to provisions of Section 7-10 of the Public Community College Act, as amended, of the State of Illinois, said budgets specify the organizational unit, fund, activity, and object to which an appropriation is applicable, as

well as the amount of such appropriation, and include appropriations for all estimated current expenditures or charges to be made or incurred during that fiscal year including interest to accrue on tax anticipation warrants and temporary loans; all final judgments, including accrued interest thereon, entered against said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and unpaid at the beginning of that fiscal year; any amount for which said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, is required under the Public Community College Act, as amended, of the State of Illinois, to reimburse the working cash fund from the educational purposes fund and the building and maintenance purposes fund; all other estimated liabilities including the principal of all tax anticipation warrants and all temporary loans and all accrued interest thereon, incurred during prior years and unpaid at the beginning of that fiscal year; and an amount or amounts estimated to be sufficient to cover the loss and cost of collecting taxes levied for the fiscal year and also deferred collections thereof and abatements in the amounts of those taxes as extended upon the Collector's books; and,

WHEREAS, Pursuant to provisions of Section 7-11 of the Public Community College Act, as amended, of the State of Illinois, said budgets were prepared in tentative form by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and in that form were made available to public inspection at least ten (10) days prior to final action thereon, by having at least five (5) copies thereof on file in the office of the Secretary of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and not less than one week after those copies were placed on file and prior to final action thereon, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held a public hearing thereon, of which notice was given by publication in a newspaper published and having general circulation in the district at least one week prior to the time of the hearing; and,

WHEREAS, Pursuant to provisions of Section 4 of The Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did, by Resolution adopted at its regular meeting on July 5, 1983, which date was not less than twenty (20) days prior to the adoption of its aggregate levy, determine the amounts of money, exclusive of any portion of that levy attributable to the costs of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for the year 1983 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, such determination being in words and figures as follows:

For Operating Purposes	\$39,668,962.00
For Bond Redemption and Interest	0
For Rental Payments to the Public Building Commission	15,276,462.00
	<u>\$54,945,424.00; and,</u>

WHEREAS, Such amounts of money, exclusive of election costs, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be raised by taxation for the year 1983 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, are

1983, at 11:00 a.m. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois, and was open to the public and at such hearing the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did explain the reasons for the proposed increase and did permit all persons desiring to be heard an opportunity to present all testimony which they desired to present; and,

WHEREAS, Thereafter at said regular meeting held August 2, 1983, the Board of Trustees of Community college District No. 508, County of Cook and State of Illinois, duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy a tax for educational purposes; for building purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and for the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; for the year 1983, which resolution is in words and figures as follows:

"BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

"RESOLUTION:

"ORDER, DEMAND, AND DIRECTION - TAX LEVY FOR THE YEAR 1983

"BE IT RESOLVED, And it is hereby certified by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, that it requires to be levied for the year 1983 upon the equalized assessed value of the taxable property in Community College District No. 508, County of Cook and State of Illinois, a tax for educational purposes; a tax for building purposes and the purchase of grounds; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; a tax for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; a tax for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; as follows:

Amounts To Be
Included in Tax Levy

"For educational purposes . . . \$24,758,648

"For building purposes and the purchase of grounds . . . \$ 7,073,899

"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1 \$ 792,548

"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 \$ 3,229,729

"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5 \$ 765,278

"For the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois \$ 1,957,596

"For the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended \$ 210,341

Amounts To Be
Included in Tax Levy

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago

\$ 207,995

"Less:

Reduction in the amount heretofore levied and to be extended for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago, for the year 1983 by the total amount expected to be allocated for this purpose from personal property tax replacement revenue

\$ 49,333 \$ 158,662

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago

\$10,267,015

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago

\$ 4,850,785

as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1983, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1983, was duly adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a special meeting on July 27, 1982, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1983, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, was duly adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting on August 2, 1983, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and,

"BE IT FURTHER RESOLVED, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid taxes for the year 1983; and,

"BE IT FURTHER RESOLVED, That the Chairman and Secretary of this Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago, this Order, Demand, and Direction, by certified copy hereof."; and,

WHEREAS, The amounts of taxes to be levied for Community College District No. 508, County of Cook and State of Illinois, for the year 1983 as set forth in the Resolution: Order, Demand and Direction - Tax Levy for the Year 1983 as set forth above are not in excess of the proposed levy stated in the notice published pursuant to provisions of Section 6 of The Truth in Taxation Act of the State of Illinois; now, therefore,

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

SECTION 1. That the sum of fifty-four million, sixty-four thousand five hundred one dollars (\$54,064,501), being the total of the appropriations heretofore legally made by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, which are to be collected from the tax levy of the current year, 1983, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for all community college purposes of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for educational purposes; for building purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building

Commission of Chicago Loop College Project JC-5; for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; and for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; as appropriated for the current year, 1983, by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1983, adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a special meeting of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held July 27, 1982, and by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held August 2, 1983, be and the same hereby is levied for the year 1983 on all property within the said City of Chicago subject to such taxation for the current year, the specific amounts as levied for the various purposes herein named being indicated herein by being placed in a separate column headed "Amounts To Be Included in Tax Levy" which appears over

the same, the said tax so levied being for the current tax year, 1983, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the said appropriations to be collected from said tax levy, the total of which has been ascertained as aforesaid, in the said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1983, and in the said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1984, reference to which is hereby made, and which budgets are hereby made a part hereof and are on file with the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and which specific amounts and various appropriations are as follows:

	<u>Amounts To Be Included in Tax Levy</u>
For educational purposes	\$24,758,648
For building purposes and the purchase of grounds	\$ 7,073,899
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Skill Center Project SC-1	\$ 792,548
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4	\$ 3,229,729
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5	\$ 765,278
For the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental	

Amounts To Be
Included in Tax Levy

Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois

\$ 1,957,596 ..

For the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended

\$ 210,341

For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago

\$ 207,995

Less:

Reduction in the amount heretofore levied and to be extended for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Skill Center Project SC-1 from the Public Building Commission of Chicago, for the year 1983 by the total amount expected to be allocated for this purpose from personal property tax replacement revenue

\$ 49,333 \$ 158,662

For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) and North Side Skill Center Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago

\$10,267,015

For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago

\$ 4,850,785

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk and a copy of the certification by the Chairman of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, certifying compliance with the provisions of Section 4 through 7 of The Truth in Taxation Act.

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

AN ORDINANCE

AUTHORIZING AND DIRECTING THE COUNTY CLERK OF COOK COUNTY, ILLINOIS,
AND THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS,
TO REDUCE THE TAXES PREVIOUSLY LEVIED AND TO BE EXTENDED FOR THE PURPOSE OF
PROVIDING MONIES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON
WORKING CASH FUND BONDS, SERIES 1967, OF COMMUNITY COLLEGE DISTRICT NO. 508,
COUNTY OF COOK AND STATE OF ILLINOIS,
FOR THE YEARS 1983, 1984, AND 1985

WHEREAS, By Resolution adopted on July 13, 1967, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (formerly the Board of Junior College District No. 508, County of Cook and State of Illinois) authorized the issuance of \$16,450,000.00 Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois (formerly Junior College District No. 508, County of Cook and State of Illinois); and,

WHEREAS, On demand and under the direction of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, the City Council of the City of Chicago by Ordinance passed on July 21, 1967, levied and provided for the collection of a direct annual tax upon all taxable property within Community College District No. 508, County of Cook and State of Illinois, sufficient to pay and discharge the principal of and interest upon said Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, as the payments severally become due; and,

WHEREAS, Said Ordinance provided for the levy of a tax for each of the years 1983, 1984, and 1985, sufficient to produce the following amounts for the payment of the principal of and interest upon the said Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois:

<u>Year</u>	<u>Amount</u>
1983	\$ 840,200.00
1984	\$ 809,450.00
1985	\$ 728,700.00; and,

WHEREAS, There are now in the Redemption and Interest Fund maintained for the payment of the principal of and interest upon said Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, current assets in the form of cash, investments, and taxes receivable for the tax year 1982, in an amount sufficient to pay the principal of and interest upon all outstanding Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, as such principal and interest payments severally become due; and,

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did by Resolution adopted May 24, 1983, demand and

direct the City Council of the City of Chicago to authorize and direct the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, to reduce the taxes previously levied and to be extended for the purpose of providing monies for the payment of the principal of and interest on Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, for the years 1983, 1984, and 1985, which resolution is in words and figures as follows:

"BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

"RESOLUTION

"DEMAND AND DIRECT THE CITY COUNCIL OF THE CITY OF CHICAGO
TO AUTHORIZE AND DIRECT THE COUNTY CLERK OF COOK COUNTY, ILLINOIS, AND
THE COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS,
TO REDUCE THE TAXES PREVIOUSLY LEVIED AND TO BE EXTENDED FOR THE PURPOSE OF
PROVIDING MONIES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON
WORKING CASH FUND BONDS, SERIES 1967, OF COMMUNITY COLLEGE DISTRICT NO. 508,
COUNTY OF COOK AND STATE OF ILLINOIS, FOR THE YEARS 1983, 1984, AND 1985

"WHEREAS, By Resolution adopted on July 13, 1967, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (formerly the Board of Junior College District No. 508, County of Cook and State of Illinois) authorized the issuance of \$16,450,000.00 Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois (formerly Junior College District No. 508, County of Cook and State of Illinois); and,

"WHEREAS, On demand and under the direction of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, the City Council of the City of Chicago by Ordinance passed on July 21, 1967, levied and provided for the collection of a direct annual tax upon all taxable property within Community College District No. 508, County of Cook and State of Illinois, sufficient to pay and discharge the principal of and interest upon said Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, as the payments severally become due; and,

"WHEREAS, Said Ordinance provided for the levy of a tax for each of the years 1983, 1984, and 1985, sufficient to produce the following amounts for the payment of the principal of and interest upon the said Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois:

Year	Amount
1983	\$ 840,200.00
1984	\$ 809,450.00
1985	\$ 728,700.00; and,

"WHEREAS, There are now in the Redemption and Interest Fund maintained for the payment of the principal of and interest upon said Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, current assets in the form of cash, investments, and taxes receivable for the tax year 1982, in an amount sufficient to pay the principal of and interest upon all outstanding Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, as such principal and interest payments severally become due; now, therefore,

"BE IT RESOLVED, That the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereby demands and directs the City Council of the City of Chicago to authorize and direct the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, to reduce the total amount of taxes levied and to be extended for the purpose of providing monies for the payment of the principal of and the interest upon Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, for the years 1983, 1984, and 1985, as follows:

Year	Amount
1983	\$ 840,200.00
1984	\$ 809,450.00
1985	\$ 728,700.00

so that the total amount of taxes to be extended for the years 1983, 1984, and 1985 for the purpose of providing monies for the payment of the principal of and interest on Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, shall be entirely abated; and,

"BE IT FURTHER RESOLVED, That the Chairman and Secretary of this Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago a certified copy of this Resolution." now, therefore,

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

SECTION 1. The tax heretofore levied for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the purpose of providing for the payment of the principal of and interest upon \$16,450,000 Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois (formerly Board of Junior College District No. 508, County of Cook and State of Illinois) as is noted in the Journal of Proceedings of the City Council of the City of Chicago on July 21, 1967, on page 608, is amended by reducing the amounts levied for 1983, 1984, and 1985, as follows:

<u>Year</u>	<u>Amount of Reduction</u>
1983	\$ 840,200.00
1984	\$ 809,450.00
1985	\$ 728,700.00

the foregoing amounts being identical with the taxes heretofore levied for such purpose for such years so that the total amount of taxes to be extended for the years 1983, 1984, and 1985 for the purpose of providing monies for the payment of the principal of and interest on Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, shall be entirely abated.

SECTION 2. The County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, hereby are authorized and directed to reduce the taxes previously levied and to be extended for the purpose of providing monies for the payment of the principal of and interest on Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, for the years 1983, 1984, and 1985, as follows:

<u>Year</u>	<u>Amount of Reduction</u>
1983	\$ 840,200.00
1984	\$ 809,450.00
1985	\$ 728,700.00

so that the total amount of taxes to be extended for the years 1983, 1984, and 1985 for the purpose of providing monies for the payment of the principal of and interest on Working Cash Fund Bonds, Series 1967, of Community College District No. 508, County of Cook and State of Illinois, shall be entirely abated and equal to zero.

SECTION 3. The City Clerk of the City of Chicago hereby is directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

(Continued from page 2566)

This recommendation was concurred in by 15 members of the committee with no dissenting vote.

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

[Ordinance authorizing the issuance of City Water Revenue
Bonds printed on pages 2588 thru 2617 of this Journal.]

Action Deferred--ON PROPOSED RESOLUTION AUTHORIZING EXECUTION
OF CONTRACT WITH CHICAGO REHAB NETWORK FOR YEAR IX
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING.

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

CHICAGO, October 20, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a resolution authorizing the execution of a contract with the Chicago Rehab Network for Year IX Community Development Block Grant Funding, amount - \$119,604, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed resolution transmitted herewith.

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

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

The following is said proposed resolution which was transmitted with the foregoing committee report:

Whereas, the City Council of the City of Chicago, passed an ordinance on May 26, 1983 establishing requirements for the 1983 Emergency Job Bill Community Development Block Grant and the Year IX Community Development Program which state that any contract in the amount of \$50,000 or more shall be subject to approval by the City Council of the City of Chicago; and

Whereas, the following agency is recommended for an award of over \$50,000; now therefore,

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

1. That the Mayor is authorized to execute a contract with the Chicago Rehab Network for the period of September 16, 1983 through June 30, 1984 in the amount of \$119,604, to be provided from the Year IX Community Development Block Grant.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING LEVY OF TAXES
FOR FISCAL YEAR 1983-1984 FOR BOARD OF EDUCATION
OF CITY OF CHICAGO.

The Committee on Finance submitted the following report, which was, on motion of Alderman Pucinski, Alderman O'Connor and Alderman Hagopian *Deferred* and ordered published:

(Continued on page 2618)

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$95,000,000
AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS,
SERIES 1983, OF THE CITY OF CHICAGO, ILLINOIS.

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

WHEREAS, the City of Chicago has heretofore constructed and is presently maintaining and operating a complete waterworks system, known as the Chicago water system (the "Water System"), to meet the needs of its inhabitants and the users thereof and for fire protection, which Water System is operated under the supervision and control of the Department of Water of the City; and

WHEREAS, pursuant to the provisions of Section 11-133-1 et seq. of the Illinois Municipal Code of 1961, as amended, the City has heretofore issued waterworks system certificates of indebtedness (the "Certificates") for the purpose of paying the cost of constructing improvements and extensions to the Water System, which Certificates are (i) payable solely and only from the revenues derived from the operation of the Water System and (ii) currently (as of November 1, 1983) outstanding and unpaid in the aggregate principal amount of \$68,400,000; and

WHEREAS, pursuant to the provisions of Sections 7-67 through 7-74, inclusive, as amended (the "Enabling Ordinance"), of Chapter 7 of the Municipal Code of Chicago (the "Municipal Code") and an ordinance passed by the City Council of the City on June 26, 1975 (the "Series 1975 Bond Ordinance"), the City has heretofore issued Water Revenue Bonds, Series of 1975 (the "Series 1975 Bonds") for the purpose of paying the cost of constructing extensions, improvements, or both, to the Water System, which Series 1975 Bonds are (i) payable solely and only from the revenues derived from the operation of the Water System and (ii) currently (as of November 1, 1983) outstanding and unpaid in the aggregate principal amount of \$13,600,000; and

WHEREAS, pursuant to the provisions of Sections 7-75 through 7-79, inclusive, as amended, of the Municipal Code and ordinances passed by the City Council of the City on November 28, 1977 and December 15, 1982, the City authorized the execution and amendment, respectively, of an Interim Note Financing Agreement dated December 28, 1977 (as amended

on December 28, 1982, the "Interim Financing Agreement") with Continental Illinois National Bank and Trust Company of Chicago and The First National Bank of Chicago (the "Banks"), which Interim Financing Agreement provides for the issuance of interim notes (the "Interim Notes") to permit the interim financing of estimated costs and expenses necessary and incident to the construction of improvements, extensions, or both, to the Water System in advance of permanent financing therefor; and

WHEREAS, pursuant to the Interim Financing Agreement, the City issued Interim Notes on December 28, 1977 and November 21, 1979, which were amended December 28, 1982, for the purpose of providing interim financing for the Completed Projects (as hereinafter defined), which Interim Notes are (i) due and payable on November 21, 1984 from the proceeds to be received from the sale of water revenue bonds of the City issued pursuant to the procedures provided for in the Enabling Ordinance for the permanent financing of the Completed Projects or from other moneys legally available for such purpose in the Water Fund of the City and (ii) currently (as of November 1, 1983) outstanding in the aggregate principal amount of \$38,600,725; and

WHEREAS, it is advisable and in the best interests of the City to provide permanent financing for the Completed Projects by prepaying at this time the Interim Notes, the estimated cost of which, including all financing costs and expenses, bond discount and reserves but excluding accrued interest thereon, is the sum of \$45,600,000; and

WHEREAS, it is advisable and in the best interests of the City that necessary improvements and extensions to the Water System be made (the "Projects", as hereinafter defined), the estimated cost of which, including all financing costs and expenses, bond discount and reserves, is the sum of \$49,400,000; and

WHEREAS, the City has determined that it is advisable and necessary at this time to borrow the sum of \$95,000,000 to provide the funds for refinancing of the Completed Projects and construction of the Projects and in evidence thereof to issue its water revenue bonds, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, including particularly the Enabling Ordinance, has the power to issue such bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

ARTICLE I

DEFINITIONS AND FINDINGS

Section 1.1 As used in this Ordinance, the following terms shall have the meanings hereinafter set forth, unless the context shall clearly indicate that some other meaning is intended:

"Authenticating Agent" means American National Bank and Trust Company of Chicago, which is hereby appointed Authenticating Agent and any successor thereto or co-Authenticating Agent appointed by the City.

"Banks" is defined in the preamble to this Ordinance.

"Bond" or "Bonds" means one or more of the Water Revenue Bonds, Series 1983, of the City authorized by and issued pursuant to this Ordinance.

"Bond Registrar" means American National Bank and Trust Company of Chicago, which is hereby appointed Bond Registrar and any successor thereto or co-Bond Registrar appointed by the City.

"Certificates" is defined in the preamble to this Ordinance.

"City" means the City of Chicago, Illinois.

"City Council" means the City Council of the City.

"Clerk" means the City Clerk of the City.

"Comptroller" means the City Comptroller or acting City Comptroller of the City.

"Completed Projects" means and includes the following:

(a) James W. Jardine Water Purification Plant - Phase 1 Project and Phase 2 Project.

(b) Pumping Stations - Phase 1 Project and Phase 2 Project.

(c) South Water Filtration Plant - Phase 1 Project and Phase 2 Project.

(d) Water Distribution System - Phase I Project and Phase 2 Project.

"Debt Service Reserve Account" means the separate account so designated in the Water Fund and described in Article III of this Ordinance.

"Debt Service Reserve Requirement" means the amount of money equal to the sum of (i) the highest interest requirement of all Certificates and Series 1975 Bonds for any 12-month period, provided, that so long as any Series 1975 Bonds are outstanding, such requirement shall not be less than \$5,962,550, (ii) the highest future principal and interest requirements of all Bonds in any Fiscal Year including and subsequent to the Fiscal Year in which the computation is made and (iii) such other amounts as shall be required in connection with the issuance of Parity Bonds. Any Bonds and Parity Bonds required to be redeemed pursuant to mandatory redemption shall be treated as being due on the dates they are required to be redeemed and not on their stated maturity dates.

"Enabling Ordinance" is defined in the preamble to this Ordinance.

"Fiscal Year" means the period commencing January 1 and ending December 31 of any given year.

"Gross Revenues" means all income and receipts from any source whatsoever, which under generally accepted accounting principles are properly recognized as being derived from the operation of the Water System, including, without limiting the generality of the foregoing, moneys derived from charges imposed for water service and usage and billed on a regular periodic basis and from charges imposed for inspection and permits for connection to the Water System, grants and Investment Earnings.

"Interim Financing Agreement" is defined in the preamble to this Ordinance.

"Interim Notes" is defined in the preamble to this Ordinance.

"Investment Earnings" means all interest received on or profits derived from investments

made with any of the Gross Revenues or any money in the fund and accounts specified in Article III of this Ordinance.

"Matured Water Bond and Interest Account" means the separate account so designated in the Water Fund and described in Article III of this Ordinance.

"Mayor" means the Mayor of the City.

"Municipal Code" is defined in the preamble to this Ordinance.

"Net Revenues" means that portion of the Gross Revenues remaining after providing sufficient funds for Operation and Maintenance Costs.

"Operation and Maintenance Costs" means all expenses reasonably incurred in connection with the operation, maintenance, renewal, replacement and repair of the Water System, which under generally accepted accounting principles are properly chargeable to the Water System, and not capitalized, including, without limiting the generality of the foregoing, salaries, wages, taxes, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, and all incidental expenses, but excluding any provision for depreciation.

"Outstanding Bonds" means all outstanding and unpaid Bonds, Series 1975 Bonds, Certificates, and Parity Bonds; provided, however, that such term shall not include obligations (i) which have matured and for which moneys are on deposit with designated paying agents therefor, or are otherwise properly available, sufficient to pay all the principal thereof and applicable premium and interest thereon, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity, or as called for redemption, all the principal thereof and applicable premium and interest thereon, or (iii) which are owned by or under the control of the City.

"Parity Bonds" means obligations or bonds which may hereafter be issued in accordance with Article V of this Ordinance and which are payable from Net Revenues on an equal and ratable basis with other Outstanding Bonds.

"Paying Agent" means any person authorized by the City to pay the principal of the Bonds as designated in Section 2.2 of this Ordinance.

"Permitted Investments" means any of the following which at the time are legal investments under the laws of the State of Illinois, including the Municipal Code, for the funds proposed to be invested therein:

- (a) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;
- (b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following agencies: Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Land Banks; Federal Home Loan Banks; the Federal National Mortgage Association; the United States Postal Service; the Government National Mortgage Association; the Federal Financing Bank; or any other agency or instrumentality of the United States of America now existing or hereafter created;
- (c) Negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association which has capital of not less than \$100,000,000 or (ii) by certificates of deposit which are fully insured by any federal agency; and
- (d) Repurchase agreements with banks described in clause (c) of this definition and government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, the

underlying securities of which are obligations described in clauses (a) or (b) of this definition, provided that the underlying securities are required to be continuously maintained at a market value not less than the amount so invested.

"Projects" means improvements and extensions to the Water System, including, without limiting the generality of the foregoing, improvements and extensions relating to the James W. Jardine Water Purification Plant, pumping stations, the South Water Filtration Plant, the water distribution system and water meters, or any substitutions or additions thereto or deletions therefrom.

"Project Costs" means total estimated cost of (i) refinancing the Completed Projects and (ii) constructing the Projects, including, without limiting the generality of the foregoing, engineering fees, legal fees, costs of issuance, bond discount, bond insurance premiums and reserves funded from Bond proceeds..

"Rehabilitation and Improvement Reserve Account" means the separate account so designated in the Water Fund and described in Article III of this Ordinance.

"Series 1975 Bonds" is defined in the preamble to this Ordinance.

"Series 1975 Bond Ordinance" is defined in the preamble to this Ordinance.

"Treasurer" means the City Treasurer of the City.

"Water System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City, and used for water supply, distribution or collection purposes, including the Completed Projects, the Projects and any and all further extensions, improvements and additions to the Completed Projects, the Projects or the Water System.

"Water Fund" means the separate fund designated as the "Water Fund of the Municipality of Chicago" and described in Article III of this Ordinance.

Section 1.2 Pursuant to the provisions of the Enabling Ordinance, a public hearing has heretofore been held on this Ordinance by the Committee on Finance of the City Council, notice of which describing the subject matter hereof was published on October 8, 1983, a date not less than 10 days prior to the date of such public hearing, in the Chicago Tribune, a newspaper published in and having a general circulation within the City.

Section 1.3 In accordance with a covenant of the City in Section 9 of the Series 1975 Bond Ordinance relating to the issuance of additional water revenue bonds on a parity with the Series 1975 Bonds, the City Council hereby finds and determines that the Net Revenues derived from the operation of the Water System for the most recently completed Fiscal Year were at least equal to 125% of the amount constituting the maximum for any succeeding 12-month period of the combined principal and interest requirements on all outstanding Certificates and Series 1975 Bonds and on the Bonds to be issued.

Section 1.4 In accordance with the findings and recommendations of the Committee on Finance of the City Council and the preamble to this Ordinance, the sum of \$95,000,000 shall be borrowed for the purposes of paying the Project Costs, and in evidence of such borrowing \$95,000,000 aggregate principal amount of Bonds shall be issued on a parity with the presently Outstanding Bonds.

ARTICLE II

THE BONDS

Section 2.1 The Bonds shall be designated "Water Revenue Bonds, Series 1983", shall be dated November 1, 1983, shall be issued as fully registered bonds without coupons, in denominations of \$5,000 or any integral multiple thereof, shall be numbered consecutively from R-1 upwards, shall be serial bonds which mature or be term bonds subject to mandatory sinking fund redemption (or a combination thereof) on November 1 of each of the years 1984 through 2003, inclusive, in principal amounts which result in annual debt service requirements varying by not more than \$25,000 and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the principal amount is paid or duly provided for, at a rate or rates per annum which, in the aggregate, result in a true interest cost (expressed as a percentage) not in excess of 11.5%, computed on the basis of a 360-day year consisting of

twelve 30-day months.

The Bonds due on or after November 1, 1994 are subject to redemption prior to maturity at the option of the City, in whole on any date on or after November 1, 1993 or in part on November 1, 1993 or on any interest payment date thereafter, at the redemption prices set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be called for optional redemption, the Bonds to be redeemed shall be called in the inverse order of their maturity and selected by lot within each maturity by the Bond Registrar as provided below.

<u>Date of Redemption</u>		<u>Redemption Price</u>
<u>From</u>	<u>To and Including</u>	
November 1, 1993	October 31, 1994	103 %
November 1, 1994	October 31, 1995	102½
November 1, 1995	October 31, 1996	102
November 1, 1996	October 31, 1997	101½
November 1, 1997	October 31, 1998	101
November 1, 1998	October 31, 1999	100½
November 1, 1999	and thereafter.....	100

Any term bonds subject to mandatory sinking fund redemption shall be selected by lot by the Bond Registrar, as provided below, and redeemed at a price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the date fixed for redemption. To the extent that term bonds subject to mandatory sinking fund redemption have been previously called for redemption in part otherwise than from a sinking fund payment, each annual sinking fund payment for term bonds of each maturity shall be reduced by the amount obtained by multiplying the principal amount of term bonds of such maturity so called for redemption, by the ratio which each such annual sinking fund payment for term bonds of such maturity bears to the total sinking fund payments then remaining unpaid for term bonds of such maturity, and by rounding each such payment to the nearest integral multiple of \$5,000.

In the event of redemption of less than all the Bonds of like maturity, the Bond Registrar shall assign to each outstanding Bond a distinctive number for each \$5,000 of the principal amount thereof so as to distinguish each such \$5,000 from each other portion of the Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from

the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected; but only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of redemption shall be given by mail, mailed not less than 30 nor more than 60 days prior to the date fixed for redemption to each registered owner of Bonds to be redeemed, at such owner's address in the bond register kept by the Bond Registrar and by such other method, if any, as the City shall deem appropriate. Such notice shall specify the maturities of the Bonds to be redeemed, the date fixed for redemption and, if less than all of the Bonds of any like maturity are to be redeemed, the numbers of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Authenticating Agent shall authenticate and deliver, upon surrender of such Bond, without charge to the registered owner thereof, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. If, on the date fixed for redemption, moneys for the redemption of all of the Bonds or portions thereof to be redeemed, together with interest thereon, shall be held by the Paying Agents so as to be available therefor and if notice of redemption shall have been given as aforesaid, interest thereon shall cease from and after the date fixed for redemption.

Section 2.2 Interest on the Bonds shall be payable semi-annually on the first days of May and November in each year, beginning on May 1, 1984. The interest so payable on each Bond shall be paid to the person in whose name the Bond is registered in the bond register kept by the Bond Registrar at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date by check or draft mailed to such registered owner at such owner's address as it appears in such bond register. Principal of and premium on the Bonds shall be paid only upon presentation and surrender thereof for cancellation at the principal corporate trust office of American National Bank and Trust Company of Chicago, Chicago, Illinois. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Section 2.3 Each Bond shall be executed by the manual or facsimile signatures of the Mayor and the Comptroller, attested by the manual or facsimile signature of the Clerk, shall have the corporate seal of the City affixed, impressed or printed thereon and shall be authenticated by the manual signature of the Authenticating Agent. In the event that any officer of the City whose manual or facsimile signature appears on a Bond shall cease to be such officer before the delivery of such Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 2.4 The Bonds shall be payable solely and only from the Net Revenues derived from the operation of the Water System and the Bonds shall not in any event constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and each Bond shall contain a statement to that effect.

Section 2.5 The City shall cause a bond register for the registration and transfer of Bonds to be kept at the principal corporate trust office of the Bond Registrar.

Any Bond may be transferred only upon surrender thereof to the Bond Registrar, whereupon the City shall execute and the Authenticating Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the Bond or Bonds so surrendered.

At the option of the registered owner, any Bond may be exchanged for another Bond or Bonds of any authorized denomination, of like maturity and aggregate principal amount, upon surrender of the Bond to be exchanged to the Bond Registrar. Upon such surrender for exchange, the City shall execute and the Authenticating Agent shall authenticate and deliver the Bonds which the registered owner making the exchange is entitled to receive.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed, by the registered owner thereof or such owner's duly authorized representative.

In all cases in which Bonds shall be transferred or exchanged, the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other governmental

charge that may be imposed and reimburse it for any expenses incurred in connection with such transfer or exchange. The Bond Registrar shall not be required to transfer or exchange any Bond during a period beginning at the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which notice of redemption is given or after notice selecting such Bond for redemption has been given.

The Bonds may be deposited with the principal corporate trust office of the J. Henry Schroder Bank & Trust Company in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer; any Bond so deposited will, under normal conditions, be available for return within three (3) business days of deposit.

The City and any agent of the City may deem and treat the person in whose name any Bond shall be registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal of and premium and interest on such Bond, and for all other purposes whatsoever, and neither the City nor any agent of the City shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums paid.

Section 2.6 Each Bond and the Authenticating Agent's Certificate of Authentication to be endorsed thereon shall be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance:

[FORM OF BOND]

[FORM OF FACE OF BOND]

Registered

Number R- _____

Registered

\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

WATER REVENUE BOND
SERIES 1983

_____% [Maturity Date] [Dated Date] CUSIP _____

KNOW ALL YE BY THESE PRESENTS, that the City of Chicago, Illinois (the "City"), for value received, hereby promises to pay to _____ or registered assigns, but solely from the Water Fund as hereinafter provided, the sum of _____ (\$ _____) on the first day of November, _____ together with interest thereon from the date hereof, or from the most recent date to which interest has been paid or duly provided for, until the principal sum is paid or duly provided for, at the rate of _____ percent (____%) per annum, computed on the basis of a 360-day year consisting of twelve 30-day months, payable semi-annually on the first days of May and November in each year, beginning on May 1, 1984.

Interest on this Bond is payable by check or draft mailed to the person in whose name this Bond is registered on the bond register kept by American National Bank and Trust Company of Chicago (the "Bond Registrar") at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date at such person's address as it appears in the bond register. Principal of, and premium on, this Bond are payable only upon presentation and surrender hereof at the principal corporate trust office of American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Paying Agent"). All such payments shall be made in such coin or currency of the United States of America as at the time of

payment is legal tender for payment of public and private debts.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Water Revenue Bonds, Series 1983", issued in the aggregate principal amount of \$95,000,000 (the "Bonds") under and pursuant to the provisions of Sections 7-67 through 7-74, inclusive, as amended (the "Enabling Ordinance"), of Chapter 7 of the Municipal Code of Chicago and an ordinance duly adopted by the City Council of the City on _____, 1983 (the "Ordinance"). The Bonds were authorized for the purpose of paying the cost of constructing extensions and improvements to the Chicago waterworks system (the "Water System") and prepaying certain interim notes which were issued to provide temporary construction financing for extensions and improvements to the Water System.

The Bonds are limited obligations of the City payable solely and only from the net revenues derived from the operation of the Water System on a parity with other outstanding obligations of the City that are payable from the revenues of the Water System, and do not in any event constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. Under the provisions of the Enabling Ordinance and the Ordinance, the entire revenues received from the operation of the Water System shall be deposited in a separate fund designated as the "Water Fund of the Municipality of Chicago" (the "Water Fund"), which Water Fund shall be used only and is hereby irrevocably pledged for (1) paying the cost of operation and maintenance of the Water System, (2) paying outstanding obligations of the City, including the Bonds, that are payable by their terms from the revenues of the Water System, and (3) establishing and maintaining all reserve funds or accounts as may be covenanted for in the bond ordinances authorizing water revenue bonds of the City; provided, however, that any funds available after or not necessary for satisfying the above requirements may be used for any lawful purpose of the Water System.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

It is hereby certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection

with the issuance of this Bond, and the series of Bonds of which this Bond is one, do exist, have happened and have been performed in regular and due form and time as required by law; and that provision has been made for depositing in the Water Fund the entire revenues received from the operation of the Water System to be applied in the manner as hereinabove set forth, and it is hereby covenanted and agreed that rates will be charged for the use and service of the Water System sufficient at all times to pay the cost of operation and maintenance of the Water System, to promptly pay the principal of, premium, if any, and interest on all outstanding obligations of the City, including this Bond and the series of which it forms a part, that are payable by their terms from the revenues of the Water System, and to comply with all the covenants of and to maintain the several special accounts of the Water Fund of the City, as such several special accounts were referred to, described and provided for by the provisions of the Ordinance.

Unless the certificate of authentication hereon has been executed by the Authenticating Agent by manual signature, this Bond shall not be entitled to any benefit under the Ordinance, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City of Chicago, by its City Council, has caused this Bond to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual or facsimile signature of the City Clerk, and its Corporate Seal to be hereunto affixed, impressed or printed hereon, all as of November 1, 1983.

Mayor
City of Chicago

ATTEST:

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

[FORM OF AUTHENTICATING AGENT'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds referred to in the within-mentioned Ordinance.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
as Authenticating Agent

By _____
Authorized Officer

[FORM OF BACK OF BOND]

The Bonds due on or after November 1, 1994 are subject to redemption prior to maturity at the option of the City, in whole on any date on or after November 1, 1993 or in part on November 1, 1993 or on any interest payment date thereafter, at the redemption prices set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be called for redemption, the Bonds to be redeemed shall be called in the inverse order of their maturity and selected by lot within each maturity by the Bond Registrar as provided below.

<u>Date of Redemption</u>		<u>Redemption Price</u>
<u>From</u>	<u>To and Including</u>	
November 1, 1993	October 31, 1994	103 %
November 1, 1994	October 31, 1995	102½
November 1, 1995	October 31, 1996	102
November 1, 1996	October 31, 1997	101½
November 1, 1997	October 31, 1998	101
November 1, 1998	October 31, 1999	100½
November 1, 1999 and thereafter.....		100

[The following two paragraphs, including the table, are applicable if any of the Bonds are sold as term bonds subject to mandatory sinking fund redemption pursuant to Article VI of the Ordinance.]

The Bonds maturing on November 1, _____ and November 1, _____ are subject to mandatory sinking fund redemption prior to maturity, on November 1 of each of the years and in the principal amounts set forth in the table below, as selected by lot by the Bond Registrar as provided below, at a price of 100% of the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

Bonds Maturing November 1, _____		Bonds Maturing November 1, _____	
<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
	\$		\$

To the extent that the Bonds maturing on November 1, _____ or November 1, _____ have been previously called for redemption in part otherwise than from a sinking fund payment, each annual sinking fund payment for the Bonds maturing on November 1, _____ or on November 1, _____, as the case may be, shall be reduced by the amount obtained by multiplying the principal amount of such Bonds of such maturity so called for redemption, by the ratio which each such annual sinking fund payment for the Bonds of such maturity bears to the total sinking fund payments then remaining unpaid for the Bonds of such maturity, and by rounding each such payment to the nearest integral multiple of \$5,000.

In the event of redemption of less than all the Bonds of like maturity, the Bond Registrar shall assign to each outstanding Bond a distinctive number for each \$5,000 of the principal amount thereof so as to distinguish each such \$5,000 from each other portion of the Bond. The Bond Registrar shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected; but only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of redemption shall be given by mail, mailed not less than 30 nor more than 60 days prior to the date fixed for redemption to each registered owner of Bonds

to be redeemed, at such owner's address in the bond register kept by the Bond Registrar and by such other method, if any, as the City shall deem appropriate. Such notice shall specify the maturities of the Bonds to be redeemed, the date fixed for redemption and, if less than all of the Bonds of any like maturity are to be redeemed, the numbers of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Authenticating Agent shall authenticate and deliver, upon surrender of such Bond, without charge to the registered owner thereof, one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. If, on the date fixed for redemption, moneys for the redemption of all of the Bonds or portions thereof to be redeemed, together with interest thereon, shall be held by the Paying Agent so as to be available therefor and if notice of redemption shall have been given as aforesaid, interest thereon shall cease from and after the date fixed for redemption.

As provided in the Ordinance and subject to certain limitations and payment of certain charges therein set forth, this Bond is transferable on the bond register upon surrender hereof for transfer at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by, the registered owner hereof or the registered owner's duly authorized representative, and thereupon one or more new Bonds of any authorized denomination, of like maturity and aggregate principal amount will be issued to the designated transferee or transferees.

The Bonds may be deposited with the principal corporate trust office of the J. Henry Schroder Bank & Trust Company in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer; any Bond so deposited will, under normal conditions, be available for return within three (3) business days of deposit.

The City and any agent of the City may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if

any, and interest due hereon and for all other purposes, and neither the City nor any agent of the City shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT FOR TRANSFER]

FOR VALUE RECEIVED, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE III

WATER FUND AND ACCOUNTS

Section 3.1 In accordance with covenants made by the City in connection with the issuance of the Certificates and Series 1975 Bonds and the provisions of the Enabling Ordinance, there has heretofore been created a separate fund with the Treasurer designated as the "Water Fund of the Municipality of Chicago" (herein referred to as the "Water Fund") into which the Gross Revenues shall be deposited as collected. The Water Fund shall be and is hereby irrevocably pledged for the sole purpose of carrying out the covenants, terms and conditions of this Ordinance and the several bond ordinances authorizing the issuance of Outstanding Bonds and shall be used only in (a) paying Operation and Maintenance Costs, (b) paying the principal of, premium, if any, and interest on all Outstanding Bonds, and (c) establishing and maintaining the accounts in the Water Fund hereinafter described and all other reserve funds or accounts as may hereafter be covenanted for in the bond ordinances authorizing the issuance of Outstanding Bonds; provided, however, that any funds available after or not necessary for satis-

fying the above requirements may be used for any lawful purpose of the Water System.

Section 3.2 There have heretofore been created separate accounts in the Water Fund designated as the "Matured Water Bond and Interest Account", the "Debt Service Reserve Account", and the "Rehabilitation and Improvement Reserve Account", to which the Net Revenues shall be transferred, without any further official action or direction, in the order in which said accounts are hereinafter mentioned, for use in accordance with the following provisions.

(a) Matured Water Bond and Interest Account:

Not later than ten days prior to each principal or interest payment date, there shall be transferred to the Matured Water Bond and Interest Account sufficient funds, together with accrued interest received upon delivery of the Bonds, to pay the amount of the principal, premium, if any, and interest becoming due, whether upon maturity, redemption or otherwise, on such payment date on all Outstanding Bonds.

Funds in the Matured Water Bond and Interest Account shall be used only for the purpose of paying principal of and applicable premium and interest on Outstanding Bonds as the same shall become due.

(b) Debt Service Reserve Account:

At the time of the delivery of the Bonds, sufficient funds from the proceeds of sale of the Bonds, together with the funds in the debt service reserve fund established pursuant to the Series 1975 Bond Ordinance, shall be transferred to the Debt Service Reserve Account to maintain a balance therein at least equal to the Debt Service Reserve Requirement, which account shall be deposited in a separate account in a bank or banks designated by the Treasurer pursuant to a depository agreement. Whenever the balance in said account is less than the Debt Service Reserve Requirement, within the next 12 months there shall be transferred to the Debt Service Reserve Account sufficient funds to maintain a balance therein at least equal to the Debt Service Reserve Requirement.

Funds in the Debt Service Reserve Account shall be used to pay principal of and applicable premium and interest on the Outstanding Bonds as the same

shall become due at any time when there are insufficient funds available therefor in the Matured Water Bond and Interest Account.

(c) Rehabilitation and Improvement Reserve Account:

Whenever the balance in the Rehabilitation and Improvement Reserve Account is less than \$10,000,000, an amount equal to \$2,500,000, or such lesser amount as may be necessary, shall be transferred to said account in each Fiscal Year thereafter until the balance therein equals \$10,000,000.

Funds in the Rehabilitation and Improvement Reserve Account shall be used (i) to pay principal of and applicable premium and interest on the Outstanding Bonds as the same shall become due at any time when there are insufficient funds available therefor in the Matured Water Bond and Interest Account and the Debt Service Reserve Account, and the amount of such deficiency shall be transferred to the Matured Water Bond and Interest Account for such purpose, (ii) to pay the cost of constructing any emergency replacement to any part of the Water System deemed necessary in order to render efficient service when there are no other funds available therefor, provided, that prior to such payment, there shall be filed with the Comptroller and the Treasurer a certificate of the Commissioner of the City Department of Water to evidence that in said Commissioner's opinion the making of such improvement is an emergency replacement of part of the Water System, such replacement is essential for the continued efficient operation of the Water System and no other funds are available therefor, and (iii) to pay the cost of constructing new facilities of or making necessary improvements to the Water System constituting capital improvements, provided, that such capital improvements are set forth in plans and a report thereof prepared by the Commissioner of the City Department of Water submitted to and approved by the City Council and, provided, further, that expenditures therefor shall only be made after certification thereof by said Commissioner directed to the Comptroller.

Section 3.3 In the event of a deficiency in any Fiscal Year in the balance in the Debt Service Reserve Account or the Rehabilitation and Improvement Reserve Account as hereinabove provided, the amount of such deficiency shall, as the case may be, be included in the amount to be transferred to such account during the next 12-month period or succeeding Fiscal Year, as appropriate. Whenever

the balance in the Debt Service Reserve Account or the Rehabilitation and Improvement Reserve Account exceeds the amount required as hereinabove provided, such excess may be transferred to the Water Fund; provided, however, that no such transfers shall be made when any debt service payments on Outstanding Bonds are past due. Any funds which remain in the Water Fund at the end of any Fiscal Year shall be retained in the Water Fund and be available for appropriation for any proper purpose of the Water System.

Section 3.4 Funds in the accounts as hereinabove described shall be invested separate and apart from all other funds and accounts of the City in Permitted Investments; provided, that such investments shall be scheduled to come due before needed for the respective purposes of each of such accounts. All Investment Earnings on any funds so invested shall be credited to the Water Fund and be considered as Gross Revenues.

For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at cost or market price, whichever is lower, on or about December 31 in each year.

ARTICLE IV

GENERAL COVENANTS

The City covenants and agrees with the registered owners of the Bonds as follows:

- (1) The City will maintain the Water System in good repair and working order, will continuously operate the same on a Fiscal Year basis, will promptly construct the Projects, and will punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois.
- (2) The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Water System sufficient at all times to (a) pay Operation and Maintenance Costs, (b) produce an amount at least equal to 100% of the sum required to pay promptly when due the principal of and applicable premium and interest on all Outstanding Bonds and (c) establish and maintain all reserve funds or accounts as may be covenanted for in bond ordinances authorizing the issuance of Outstanding Bonds. These fees,

charges and rates shall not be reduced while any Outstanding Bonds are unpaid.

The City will, prior to the end of each Fiscal Year, conduct a review to determine compliance with the rate covenant set forth above. Whenever the annual review indicates that the projected Net Revenues will not be sufficient to comply with said rate covenant, the Department of Water of the City shall, after consultation with the Office of Budget and Management of the City and the Comptroller and, where appropriate, a qualified consulting engineer, recommend appropriate action to comply with said rate covenant.

- (3) The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Water System so that it may at all times be operated properly; and when any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Water System shall be at all times fully maintained.
- (4) The City will establish such rules and regulations for the control and operation of the Water System necessary for the safe, lawful, efficient and economical operation thereof.
- (5) The City will make and keep proper books, records and accounts (separate and apart from all other books, records and accounts of the City), in which correct and complete entries shall be made of all transactions relating to the Water System, and hereby covenants that within 180 days following the close of each Fiscal Year, it will cause the financial statements of the Water System to be audited by independent certified public accountants. Said audited financial statements will be available for inspection by the registered owners of any of the Bonds. The financial statements shall, without limiting the generality of the foregoing, include the following:
 - (a) A statement of revenue and expenses of the Water System for each Fiscal Year.
 - (b) A balance sheet as of the end of such Fiscal Year, including the amounts in each of the funds and accounts of the Water Fund.

- (c) A statement of changes in the financial position of the Water System for such Fiscal Year.
- (d) The amounts, maturities, interest rates and redemption provisions of all Outstanding Bonds.

All expenses of the audit required by this provision shall be regarded and paid as an Operation and Maintenance Cost.

The accountants who audit such financial statements shall also prepare a separate compliance letter regarding the manner in which the City has complied with the financial covenants of this Ordinance, which compliance letter may be prepared on a different basis than that of the financial statements.

- (6) The City shall prepare annually a report of the number of customers served by the Water System at the end of the Fiscal Year, the number of metered and nonmetered customers at the end of the Fiscal Year, and the quality of water provided.
- (7) The City will take and permit no action in the investment of the proceeds of the Bonds which would result in the interest payable on any of the Bonds being subject to federal income taxation by reason of the Bonds being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.
- (8) The City will not sell, lease, loan or mortgage, or in any manner dispose of or encumber, the Water System (subject to the right of the City to issue Parity Bonds as provided in this Ordinance, to issue bonds subordinate to the Bonds and to dispose of real or personal property which is no longer useful or necessary to the operation of the Water System).

ARTICLE V

ISSUANCE OF PARITY BONDS

As long as there are any Bonds which are Outstanding Bonds, no obligations or bonds of any kind which are payable from the Net Revenues shall be issued, except upon compliance with one of the following options:

- (1) Until all the Series 1975 Bonds have been paid or provided for in full, Parity Bonds may be issued for the purposes described in paragraph 2, below, only if the Net Revenues derived from the operation of the Water System for the then most recently completed Fiscal Year were at least equal to 125% of the amount constituting the maximum for any succeeding 12-month period of the combined principal and interest requirements on all then Outstanding Bonds and on the Parity Bonds to be issued.
- (2) After all the Series 1975 Bonds have been paid or provided for in full, Parity Bonds may be issued for the purpose of paying the cost of repairs, replacements, renewals, improvements or extensions to the Water System or for refunding Outstanding Bonds upon compliance with the following conditions:
 - (a) The funds required to be transferred to the Matured Water Bond and Interest Account, the Rehabilitation and Improvement Reserve Account and the Debt Service Reserve Account shall have been transferred in full up to the date of the delivery of such Parity Bonds.
 - (b) The ordinance authorizing the issuance of Parity Bonds shall require either (i) the transfer at the time of the delivery of such Parity Bonds of sufficient proceeds of such Parity Bonds or Net Revenues, or a combination thereof, to the Debt Service Reserve Account so that the balance in such account is at least equal to the Debt Service Reserve Requirement, or (ii) equal monthly transfers to such account during a period not exceeding 60 months following the delivery of such Parity Bonds sufficient to restore such account to an amount at least equal to the Debt Service Reserve Requirement.
 - (c) Net Revenues for the last completed Fiscal Year prior to the issuance of the Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues for such last completed Fiscal Year, adjusted as described below, shall equal at least 125% of the maximum annual debt service for Outstanding Bonds which will continue to be Outstanding Bonds following the issuance of the proposed Parity Bonds, computed on a

pro-forma basis assuming the issuance of the proposed Parity Bonds. Net Revenues may be adjusted as follows for purposes of this paragraph 2(c):

- (i) In the event there shall have been an increase in the rates of the Water System from the rates in effect for such last completed Fiscal Year, which increase is in effect at the time of the issuance of any such Parity Bonds, Net Revenues may be adjusted to reflect the Net Revenues for such last completed Fiscal Year as they would have been had said then existing rates been in effect during all of such last completed Fiscal Year.
 - (ii) Any such adjustment shall be evidenced by the certificate of an independent consulting engineer or an independent certified public accountant employed for that purpose, which certificate shall be filed with and approved by the City Council prior to the sale of the proposed Parity Bonds.
- (3) Other obligations, including bonds, may be issued payable from Net Revenues subordinate to the Outstanding Bonds.

ARTICLE VI

SALE OF BONDS

The Comptroller is hereby authorized to sell all of the Bonds, with the concurrence of the Chairman of the Committee on Finance of the City Council, pursuant to a negotiated sale at a price of not less than 97% of par, exclusive of original issue discount, if any, plus accrued interest thereon from the date thereof to the date of delivery, and on such terms as he may deem to be in the best interests of the City, including, without limiting the generality of the foregoing, the issuance of the Bonds as serial bonds or as term bonds subject to mandatory sinking fund redemption, or a combination of serial bonds and term bonds, as provided in Section 2.1 hereof; provided, that the interest rate or rates for the Bonds are such so that the true interest cost therefor shall not exceed the true interest cost specified in Section 2.1 hereof. Subsequent

to such sale, the Comptroller shall file in the office of the Clerk a notification of sale directed to the City Council setting forth the names of the purchasers of the Bonds, the terms of the sale, and the interest rate or rates on the Bonds, and thereafter the Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the Treasurer for delivery to the purchasers in accordance with the terms of sale.

ARTICLE VII

USE OF PROCEEDS, CONSTRUCTION ACCOUNT

Section 7.1 The proceeds derived from the sale of the Bonds shall be used as follows:

- (a) Accrued interest shall be credited to the Matured Water Bond and Interest Account.
- (b) A sufficient amount of the proceeds of the Bonds shall be immediately paid to the Banks as prepayments of all the Interim Notes in full.
- (c) A sufficient amount of the proceeds of the Bonds shall be transferred to the Debt Service Reserve Account to establish, together with the transfer of the funds in the debt service reserve fund established pursuant to the Series 1975 Bond Ordinance, a balance therein equal to the Debt Service Reserve Requirement.
- (d) The remaining proceeds of the Bonds shall be set aside in a separate account in the Water Fund, which is hereby created and designated as the "Construction Account", which account shall be deposited in a separate account in a bank or banks designated by the Treasurer pursuant to a depository agreement.

Disbursements shall be made from the Construction Account from time to time for the purposes of constructing the Projects and paying other Project Costs. It is anticipated that the money received from the sale of the Bonds and set aside in the Construction Account shall be used to provide funds for all or part of the Projects; provided, however, that the Department of Water of the City shall have the right, if it becomes necessary from time to time, subject to the approval of the Comptroller and the Budget Director of the City, to revise the list of improvements, to change priorities, to revise cost allocations among improve-

ments, and to make substitutions in order to meet current needs of the City and to provide for the efficient operation of the Water System.

Section 7.2 Within 60 days after completion of the Projects and the payment of all Project Costs, any funds remaining in said Construction Account shall be transmitted by said depository to the Treasurer for transfer to the Debt Service Reserve Account, or, if such account is fully funded, to the Water Fund.

Funds in the Construction Account shall be invested by the depository at the direction of the Treasurer in Permitted Investments; provided, that such investments shall be scheduled to come due before needed to pay Project Costs. All interest received on or profits derived from such investments shall remain in the Construction Account.

ARTICLE VIII

DISCHARGE

The City may discharge its obligations under this Ordinance in any one or more of the following ways:

(a) By paying or causing to be paid the principal of and interest on all Bonds as and when the same become due, either at maturity or by redemption prior to maturity; or

(b) By delivering to a Paying Agent for cancellation all Bonds; or

(c) By depositing with a Paying Agent cash or direct full faith and credit obligations of the United States of America in such amount as will, together with the income or interest to accrue thereon without consideration of any reinvestment thereof, be fully sufficient to pay and discharge the indebtedness on all Bonds at their respective maturity or redemption dates, as the case may be, including all interest thereon.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 This Ordinance is made pursuant to the Enabling Ordinance and the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such action and do such things as shall be necessary

to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance and the Bonds.

Section 9.2 The Mayor and the Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the Comptroller pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Comptroller, respectively. A written signature of the Mayor or of the Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Comptroller is so affixed to an instrument, certificate or document at the direction of the Comptroller, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

Section 9.3 To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 9.4 Any owner of a Bond may proceed by civil action to compel performance of all duties required by this Ordinance, including the establishment and collection of sufficient fees, charges and rates for service supplied by the Water System, and the application of the income and revenue therefrom.

Section 9.5 The provisions of this Ordinance shall constitute a contract between the City and the owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as the Bonds are outstanding.

Section 9.6 As provided in the Enabling Ordinance, the provisions of this Ordinance constitute an appropriation of the amounts required as herein referred to and described.

Section 9.7 This Ordinance shall be published by the Clerk, by causing to be printed at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor, and publication as provided by law.

(Continued from page 2587)

CHICAGO, October 20, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the levy of taxes for the fiscal year commencing on September 1, 1983, and ending August 31, 1984, Amount - \$499,138,099, 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 13 dissenting votes.

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

[Ordinance authorizing the levy of taxes for fiscal year 1983-1984
for the Chicago Board of Education printed on pages 2619
thru 2644 of this Journal.]

*Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
EXECUTION OF REVOLVING CREDIT AGREEMENT AND
ISSUANCE OF GENERAL OBLIGATION NOTES.*

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

CHICAGO, October 20, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the execution of a Revolving Credit Agreement and issuance of General Obligation Notes in an amount not to exceed \$100,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

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

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

Whereas, The City has determined that it is desirable and in the public interest to enter into a revolving credit arrangement with certain banks named below (the "Banks"), providing for one or more borrowings as the City may from time to time require in anticipation of revenues of the City in order to finance its short-term cash flow needs, such borrowings (i) not to exceed \$100,000,000 in aggregate principal amount at any time outstanding; (ii) to be accomplished pursuant to this Ordinance and the terms and conditions of a Revolving Credit Agreement among the Banks and the City dated as of November 1, 1983 (the "Agreement"); and (iii) to be evidenced by the issuance by the City of its general obligation notes (the notes to be issued pursuant to this Ordinance and the Agreement are referred to herein as the "Notes"); and

(Continued on page 2645)

LEVY OF TAXES FOR THE FISCAL YEAR
1983-1984 FOR SCHOOL PURPOSES OF
THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO

WHEREAS, the Board of Education of the City of Chicago, at an adjourned regular meeting held August 23, 1983, duly adopted the current School Budget of the Board of Education of the City of Chicago for the fiscal year 1983-1984 commencing September 1, 1983 and ending August 31, 1984, which budget contains the actual or estimated liabilities of previous years and estimates of all expenditures or charges to be made or incurred during said fiscal year 1983-1984 for any of the purposes for which said Board of Education is authorized by law to make expenditures, and also detailed estimates of all balances available at the beginning of said fiscal year 1983-1984, for expenditures during the fiscal year 1983-1984, and also detailed estimates of all current revenue applicable to expenditures or charges to be made or incurred during said fiscal year 1983-1984, including all taxes, contributions, rents, fees, perquisites and all other types of revenue; and

WHEREAS, said budget also contains the appropriations to defray all estimated expenditures and liabilities of the Board of Education of the City of Chicago, to be paid or incurred during the fiscal year commencing September 1, 1983; and

WHEREAS, the items appropriated for and the objects and purposes for the same are therein and thereby specified for each of the several funds, organizations, units, purposes or objects, including liabilities incurred during previous years, which School Budget is herein referred to and made a part hereof and which is now on file in the Office of the Secretary of the Board of Education; and

WHEREAS, thereafter at the regular meeting held September 28, 1983, the Board of Education of the City of Chicago duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy school taxes for the fiscal year 1983-1984, which resolution is in words and figures as follows:

"ORDER, DEMAND AND DIRECTION
TAX LEVY FOR THE FISCAL YEAR 1983-1984

RESOLVED, and it is hereby certified by the Board of Education of the City of Chicago that it requires to be levied for the fiscal year 1983-1984 (September 1, 1983 through August 31, 1984) upon the equalized assessed value of all of the taxable property in the City of Chicago, a school tax for Educational Purposes, a school tax for Building Purposes and the Purchase of School Grounds, a school tax for the Purpose of Furnishing Free Textbooks in the Public Schools, a school tax for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax), a school tax for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, a school tax for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act, a school tax for the Purpose of Providing Revenue for the payment of expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School, a school tax for the

Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School, a school tax for the Purpose of Providing Revenue

for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1971 and a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1971, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1972, a school tax for the Purpose of Providing

Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1974, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Series of 1976, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1978, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1978, as follows:

For Educational Purposes.....		\$298,641,352.00
For Building Purposes and the Purchase of School Grounds.....		63,691,283.00
For the Purpose of Furnishing Free Textbooks in the Public Schools.....		15,568,980.00
For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School.....		8,492,171.00
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund.....		45,238,606.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for pro- tection against liability under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act.....		9,875,364.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School.....	\$645,958.00	
For estimated loss and cost of collection and deferred collections.....	30,436.00	676,396.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School.....	775,546.00	
For estimated loss and cost of collection and deferred collections.....	36,544.00	812,090.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3 Walt Disney School.....	1,256,481.00	
For estimated loss and cost of collection and deferred collections.....	59,206.00	1,315,687.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School....	799,899.00	
For estimated loss and cost of collection and deferred collections.....	37,692.00	837,591.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School	730,410.00	
For estimated loss and cost of collection and deferred collections.....	34,417.00	764,827.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School	467,682.00	
For estimated loss and cost of collection and deferred collections.....	22,037.00	489,719.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School	1,346,030.00	
For estimated loss and cost of collection and deferred collections.....	63,425.00	1,409,455.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-9A, New Orr High School.....
..... 1,247,368.00

For estimated loss and cost of collection
and deferred collections..... 58,777.00 1,306,145.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-9, New Tuley High School
..... 1,910,450.00

For estimated loss and cost of collection
and deferred collections..... 90,021.00 2,000,471.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-4, Whitney Young School
..... 1,537,152.00

For estimated loss and cost of collection
and deferred collections..... 72,431.00 1,609,583.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-2, Carver Riverdale School
..... 1,331,163.00

For estimated loss and cost of collection
and deferred collections..... 62,725.00 1,393,888.00

For the Purpose of Providing Revenue for the
Payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-16, 103rd and Cottage School
..... 633,011.00

For estimated loss and cost of collection
and deferred collections..... 29,828.00 662,839.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-19, Farragut High School
Addition..... 934,024.00

For estimated loss and cost of collection
and deferred collections..... 44,012.00 978,036.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-20A, 103rd and Corliss School
..... 1,239,242.00

For estimated loss and cost of collection
and deferred collections..... 58,394.00 1,297,636.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-20, 103rd and Dan Ryan..... 1,198,559.00

For estimated loss and cost of collection
and deferred collections..... 56,477.00 1,255,036.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-4B, Taft High School Addition
..... 909,277.00

For estimated loss and cost of collection
and deferred collections..... 42,846.00 952,123.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-18, Lawndale Area High School
..... 890,172.00

For estimated loss and cost of collection
and deferred collections..... 41,945.00 932,117.00

For the Purpose of Providing Revenue for the Payment of the Principal of and interest on School Building Bonds of 1967..	1,275,704.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax.....	60,112.00	1,335,816.00
For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967.....	3,242,407.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax.....	152,784.00	3,395,191.00
For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1971.....	1,183,455.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax.....	55,765.00	*1,239,220.00
For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1971..	1,465,230.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax.....	69,042.00	1,534,272.00
For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1972..	2,088,603.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax.....	98,416.00	2,187,019.00
For the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1973.....	1,594,847.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax.....	75,150.00	1,669,997.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Bonds of 1973.. 1,932,218.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 91,047.00 2,023,265.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Bonds of 1974.. 2,136,938.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 100,693.00 2,237,631.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds of 1975
..... 3,754,361.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 176,907.00 3,931,268.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Construction Bonds of 1975
..... 1,251,454.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 58,969.00 1,310,423.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Construction Bonds,
Second Series of 1975..... 3,812,806.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 179,661.00 3,992,467.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds,
Second Series of 1975..... 1,662,906.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 78,357.00 1,741,263.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds,
Series of 1976..... 3,153,713.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 148,604.00 3,302,317.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds of 1977
..... 2,593,197.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 122,193.00 2,715,390.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Construction Bonds of 1977
..... 1,296,598.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 61,096.00 1,357,694.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Construction Bonds of 1978
..... 1,365,092.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 64,324.00 1,429,416.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds of 1978
..... 4,095,274.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 192,971.00 4,288,245.00

as said purposes and amounts are further included in the School Budget of the Board of Education of the City of Chicago for the Fiscal Year commencing September 1, 1983 and ending August 31, 1984, which School Budget of the Board of Education of the City of Chicago for the Fiscal Year commencing September 1, 1983, has been duly adopted by said Board of Education of the City of Chicago, which is herein referred to and made a part hereof, and which is now on file in the Office of the Secretary of the Board of Education of the City of Chicago; and

BE IT FURTHER RESOLVED that formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid school taxes for the Fiscal Year commencing September 1, 1983 and ending August 31, 1984; and

BE IT FURTHER RESOLVED that the total amount of said levy of school taxes of Four Hundred Ninety-Nine Million, One Hundred Thirty-Eight Thousand, Ninety-Nine Dollars (\$499,138,099.00) for said fiscal year beginning September 1, 1983 and ending August 31, 1984 shall be certified to the County Clerks of Cook and DuPage Counties, respectively.

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago this Order, Demand and Direction by certified copy thereof." and

WHEREAS, thereafter a certified copy of said resolution was filed by the President and Secretary of the Board of Education of the City of Chicago with the City Council of the City of Chicago;

NOW, THEREFORE,

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

Section 1. That the sum of Four Hundred Ninety-Nine Million, One Hundred Thirty-Eight Thousand, Ninety-Nine Dollars (\$499,138,099.00), being the total of the appropriations heretofore legally made by the Board of Education of the City of Chicago which are to be collected from the tax levy for the current fiscal year 1983-1984 of the Board of Education of the City of Chicago, for all school purposes of the Board of Education of the City of Chicago, for Educational Purposes, for Building Purposes and the Purchase of School Grounds, for the Purpose of Furnishing Free Textbooks in the Public Schools, for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax), for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School, a school tax for the

Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School, a school tax for the Purpose of Providing Revenue

for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1971 and a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1971, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1972, a school tax for the Purpose of Providing

Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1974, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Series of 1976, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1978, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1978, as follows:

	<u>Amounts To Be Included In Tax Levy</u>
For Educational Purposes.....	\$298,641,352.00
For Building Purposes and the Purchase of School Grounds.....	63,691,283.00
For the Purpose of Furnishing Free Textbooks in the Public Schools.....	15,568,980.00
For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School.....	8,492,171.00
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund.....	45,238,606.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for pro- tection against liability under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act.....	9,875,364.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School.....	\$645,958.00
For estimated loss and cost of collection and deferred collections.....	30,436.00 676,396.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School.....	775,546.00
For estimated loss and cost of collection and deferred collections.....	36,544.00 812,090.00

For the Purpose of Providing Revenue for the
 payment of the expenses of operation and
 maintenance of Public Building Commission
 Project BE-3 Walt Disney School.....
 1,256,481.00

For estimated loss and cost of collection
 and deferred collections..... 59,206.00 1,315,687.00

For the Purpose of Providing Revenue for the
 payment of the expenses of operation and
 maintenance of Public Building Commission
 Project BE-11, Austin Middle School....
 799,899.00

For estimated loss and cost of collection
 and deferred collections..... 37,692.00 837,591.00

For the Purpose of Providing Revenue for the
 payment of the expenses of operation and
 maintenance of Public Building Commission
 Project BE-14, John Hope Middle School
 730,410.00

For estimated loss and cost of collection
 and deferred collections..... 34,417.00 764,827.00

For the Purpose of Providing Revenue for the
 payment of the expenses of operation and
 maintenance of Public Building Commission
 Project BE-15, Garrett A. Morgan School
 467,682.00

For estimated loss and cost of collection
 and deferred collections..... 22,037.00 489,719.00

For the Purpose of Providing Revenue for the
 payment of the expenses of operation and
 maintenance of Public Building Commission
 Project BE-17, Southwest Area High School
 1,346,030.00

For estimated loss and cost of collection
 and deferred collections..... 63,425.00 1,409,455.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-9A, New Orr High School.....
..... 1,247,368.00

For estimated loss and cost of collection
and deferred collections..... 58,777.00 1,306,145.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-9, New Tuley High School
..... 1,910,450.00

For estimated loss and cost of collection
and deferred collections..... 90,021.00 2,000,471.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-4, Whitney Young School
..... 1,537,152.00

For estimated loss and cost of collection
and deferred collections..... 72,431.00 1,609,583.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-2, Carver Riverdale School
..... 1,331,163.00

For estimated loss and cost of collection
and deferred collections..... 62,725.00 1,393,888.00

For the Purpose of Providing Revenue for the
Payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-16, 103rd and Cottage School
..... 633,011.00

For estimated loss and cost of collection
and deferred collections..... 29,828.00 662,839.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-19, Farragut High School
Addition..... 934,024.00

For estimated loss and cost of collection
and deferred collections..... 44,012.00 978,036.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-20A, 103rd and Corliss School
..... 1,239,242.00

For estimated loss and cost of collection
and deferred collections..... 58,394.00 1,297,636.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-20, 103rd and Dan Ryan.....
..... 1,198,559.00

For estimated loss and cost of collection
and deferred collections..... 56,477.00 1,255,036.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-4B, Taft High School Addition
..... 909,277.00

For estimated loss and cost of collection
and deferred collections..... 42,846.00 952,123.00

For the Purpose of Providing Revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-18, Lawndale Area High School
..... 890,172.00

For estimated loss and cost of collection
and deferred collections..... 41,945.00 932,117.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and interest on
School Building Bonds of 1967.. 1,275,704.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 60,112.00 1,335,816.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
Working Cash Fund Bonds of 1967.....
..... 3,242,407.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 152,784.00 3,395,191.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
Working Cash Fund Bonds of 1971.....
..... 1,183,455.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 55,765.00 1,239,220.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Bonds of 1971.. 1,465,230.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 69,042.00 1,534,272.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Bonds of 1972.. 2,088,603.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 98,416.00 2,187,019.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
Working Cash Fund Bonds of 1973.....
..... 1,594,847.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 75,150.00 1,669,997.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Bonds of 1973.. 1,932,218.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 91,047.00

2,023,265.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Bonds of 1974.. 2,136,938.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 100,693.00

2,237,631.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds of 1975
..... 3,754,361.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 176,907.00

3,931,268.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Construction Bonds of 1975
..... 1,251,454.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 58,969.00

1,310,423.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Construction Bonds,
Second Series of 1975..... 3,812,806.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 179,661.00

3,992,467.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds,
Second Series of 1975..... 1,662,906.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 78,357.00

1,741,263.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds,
Series of 1976..... 3,153,713.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 148,604.00 3,302,317.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds of 1977
..... 2,593,197.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 122,193.00 2,715,390.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Construction Bonds of 1977
..... 1,296,598.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 61,096.00 1,357,694.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Construction Bonds of 1978
..... 1,365,092.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 64,324.00 1,429,416.00

For the Purpose of Providing Revenue for the
Payment of the Principal of and Interest on
School Building Rehabilitation Bonds of 1978
..... 4,095,274.00

For estimated loss and cost of collection,
deferred collections and abatements of
such tax..... 192,971.00 4,288,245.00

are hereby levied.

Section 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

Section 3. The County Clerks of Cook and DuPage Counties, respectively, shall extend the school taxes in the amounts and for the purposes hereinabove set forth in the Order, Demand and Direction as hereinabove set forth in this school tax levy ordinance.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

Continued from page 2618)

Whereas, The City by reason of its constitutional home rule powers has the power to issue the Notes as provided in this Ordinance and the Agreement; now, therefore,

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

Section 1. The Agreement providing for a revolving credit arrangement among the City and the Banks and for borrowings by the City, from time to time, in anticipation of revenues of the City, not to exceed \$100,000,000 in aggregate principal amount at any time outstanding, in substantially the form attached hereto as Exhibit "A", shall be entered into between and among the City, Continental Illinois National Bank and Trust Company of Chicago, as Agent for the Banks, and the following Banks:

Continental Illinois National Bank and Trust Company of Chicago

The First National Bank of Chicago

Morgan Guaranty Trust Company of New York

The Northern Trust Company

American National Bank and Trust Company of Chicago

LaSalle National Bank

and the same is hereby approved and shall be executed for and on behalf of the City by the Mayor of the City (the "Mayor") and the City Comptroller of the City (the "City Comptroller"), attested by the City Clerk or Deputy City Clerk, and shall have the corporate seal of the City affixed thereto.

Section 2. The Mayor and the City Comptroller, with the concurrence of the Chairman of the Committee on Finance of the City Council, are authorized to borrow (and, in the event of payment or prepayment of any borrowings, to reborrow) at any time and from time to time on or before December 1, 1984, pursuant to this Ordinance and the Agreement, such moneys as the City may from time to time request, in anticipation of revenues of the City, in order to finance the short-term cash flow needs of one or more of the funds of the City, such borrowings not to exceed \$100,000,000 in aggregate principal amount at any time outstanding and each such borrowing to be evidenced by the issuance of Notes as provided herein; provided, however, that no borrowing or reborrowing shall be made hereunder for the purpose of refunding any outstanding borrowing or reborrowing hereunder; and, further provided, that no borrowing or reborrowing shall be made hereunder at a time when there is outstanding any Note the maturity of which has been extended pursuant to Section 3 hereof. Each such borrowing shall be requested in the manner set forth in the Agreement and shall be conditioned upon delivery of a certificate signed by the City Comptroller and the City Treasurer of the City (the "City Treasurer"), dated the date of such borrowing, which certificate shall set forth the principal amount of such borrowing and the aggregate principal amount(s) of any previous borrowings pursuant to this Ordinance which are then outstanding, shall identify the fund or funds of the City into which the proceeds of such borrowing shall be deposited and shall be filed in the office of the City Clerk and copies of such certificate shall be delivered to each member of the City Council of the City of Chicago (the "City Council") at least two days before the date of such borrowing. The City Comptroller shall deliver to the Chairman of the Committee on Finance of the City Council a written explanation setting forth the conditions which exist, which require the borrowing no less than two days before any borrowing or reborrowing under the Agreement. Copies of the statement required by Section 8(g) of the Agreement and the arbitrage certificate required by Section 3(a)(v) of the Agreement shall be furnished to the Chairman of the Committee on Finance at least one day prior to the date of any borrowing or reborrowing.

Section 3. Each Note shall be designated "General Obligation Revolving Credit Note (..... Fund)", shall be dated its date of issuance, shall mature not later than 91 days after the date thereof or on December 1, 1984 (whichever is earlier) unless the maturity thereof is extended as provided herein, and shall bear interest until paid on the principal amount from time to time outstanding

at a rate, during each calendar month in which such Note is outstanding, equal to 70% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which any Note is outstanding, the interest rate on such Note shall be equal to 70% of the Agent's Prime Rate in effect on its date of issuance) and, if the maturity thereof is extended as provided herein, from the stated maturity date until paid at a rate, during each calendar month in which such Note is outstanding, equal to 85% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which the maturity of any Note is extended, the interest rate on such Note shall be equal to 85% of the Agent's Prime Rate in effect on the date on which the maturity is extended), computed for actual days elapsed on the basis of a 365 or 366-day year, as appropriate. The "Agent's Prime Rate" shall mean the rate per annum then most recently announced by the Agent as its Prime Rate at its principal office in Chicago, Illinois. The stated maturity of any Note may be extended by the Bank holding such Note, in its discretion, at the request of the City pursuant to telephone notice and delivery of a written instrument executed by the Mayor and the City Comptroller and delivered to each of the Banks at least five business days prior to the stated maturity of such Note. Such request shall be effective upon receipt and shall be delivered to:

Continental Illinois National Bank and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697
Attention: Vice President, Public Finance Division

The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670
Attention: Vice President, Government, Unions and Services Division

Morgan Guaranty Trust Company of New York
23 Wall Street
New York, New York
Attention: Public Finance Department

The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675
Attention: Bond Department

American National Bank and Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Correspondent Banking

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690
Attention: Bond Department

Unless a Bank shall have delivered to the City a written rejection of any request for an extension of maturity not later than 5:00 P.M. of the fifth business day after the delivery to the Bank of such request, the maturity of any Note which shall have been the subject of such request shall be automatically extended to November 15 of the calendar year which next commences following the stated maturity of such Note.

Interest on each Note shall be payable at its stated maturity and, if the maturity thereof is extended as provided herein, shall thereafter be payable on each subsequent October 1, January 1, April 1 and July 1 during the period such Note is outstanding and at maturity, as extended. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America at the principal office of the Agent in Chicago, Illinois.

Each Note may be prepaid at any time, in whole or in part, without premium or penalty, at the option of the City, upon one day's prior notice to the Banks, as provided in the Agreement; provided, however, that on or prior to the date of any such prepayment the City Comptroller and the City Treasurer shall have signed and filed in the office of the City Clerk and the office of the Committee

on Finance of the City Council a certificate setting forth the amount of such prepayment, together with accrued interest thereon, and stating that such amount is no longer required to finance the short-term cash flow needs of the fund of the City for which the borrowing evidenced by such Notes was made.

Each Note shall be executed by the manual or facsimile signatures of the Mayor and the Comptroller, attested by the manual signature of the City Clerk or the Deputy City Clerk and shall have the corporate seal of the City affixed thereto. In case any officer of the City whose manual or facsimile signature shall appear on a Note shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer shall have remained in office until delivery. The Mayor and City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such persons to execute the Notes is authorized pursuant to such filing.

Section 4. Each Note shall be in substantially the following form:

(Form of Note)

United States of America

State of Illinois

City of Chicago

General Obligation Revolving Credit Note,

(.....Fund)

No.

\$

The City of Chicago, Illinois (the "City"), a home rule unit and body politic and corporate of the State of Illinois, for value received, promises to pay to _____ (the "Bank") the sum of _____ Dollars (\$ _____) payable on _____, 198____. The stated maturity of this Note may be extended by the Bank in its discretion as provided in Section 3 of the Ordinance referred to herein. Interest on the principal amount from time to time outstanding from the date hereof until the stated maturity date, shall be payable at the stated maturity hereof at a rate, during each calendar month in which this Note is outstanding, equal to 70% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which this Note is outstanding, such rate shall be equal to 70% of the Agent's Prime Rate in effect on its date of issuance) and, if the maturity hereof is extended as provided in said Ordinance, shall thereafter be payable on each subsequent October 1, January 1, April 1 and July 1 during the period this Note is outstanding and at maturity at a rate, during each calendar month in which this Note is outstanding, equal to 85% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which the maturity of this Note is extended such rate shall be equal to 85% of the Agent's Prime Rate in effect on the date on which the maturity is extended), computed for actual days elapsed on the basis of a 365 or 366-day year as appropriate, and as otherwise provided in the Agreement hereinafter referred to. The "Agent's Prime Rate" shall mean the rate per annum then most recently announced by Continental Illinois National Bank and Trust Company of Chicago (the "Agent") as its Prime Rate at its principal office in Chicago, Illinois. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the office of the Agent.

This Note was issued in accordance with an ordinance passed by the City Council of the City on _____, 1983 (the "Ordinance") and a Revolving Credit Agreement dated as of November 1, 1983 between the City, the Agent and the banks parties thereto (the "Agreement").

This Note is prepayable as provided in the Ordinance and the Agreement. All prepayments of this

this Note shall be recorded by the holder of the Note on the payment record set forth below on this Note.

This Note constitutes a general obligation and debt of the City, and the full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on this Note in accordance with its terms.

This Note is payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, and, in the event this Note is not paid at the stated maturity hereof or the stated maturity of this Note is extended in accordance with the Ordinance and the Agreement, the City covenants to levy ad valorem taxes without limitation as to rate or amount against all taxable property situated within the City sufficient to pay when due the principal of and unpaid interest on this Note, all as provided in and subject to the provisions of the Ordinance.

The City may deem and treat the Bank as the absolute owner of this Note for the purpose of receiving payment of or on account of principal and interest and for all other purposes, and the City shall not be affected by any notice to the contrary.

No official, officer, agent or employee of the City shall be liable personally on this Note by reason of the issuance hereof.

All acts, conditions and things required to be accomplished, to exist or to be done precedent to and in connection with the issuance of this Note were performed, did exist and have been fulfilled. The issuance of this Note will not cause the indebtedness of the City to exceed any applicable limitation upon indebtedness imposed by the law of the State of Illinois or any limitation imposed by any existing resolution or ordinance adopted by the City Council of the City.

In Witness Whereof, the City of Chicago, Illinois, has caused this Note to be executed by the manual or facsimile signatures of its Mayor and its City Comptroller and attested by the manual signature of its City Clerk or Deputy City Clerk and the corporate seal of the City to be affixed hereto, all as of _____ 198__.

[Signature forms omitted for printing purposes]

Payment Record

Date	Principal Payment	Interest Payment	Authorized Signatory and Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 5. Each Note shall be a direct general obligation of the City to the payment of which (as to both principal and interest) the City pledges its full faith and credit. Each Note shall be payable (both as to principal and interest to the date of payment) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose. The City covenants and agrees that in the event any Note shall not have been paid at its stated maturity or the stated maturity of any Note shall have been extended in accordance with Section 3 hereof and such Note shall not have theretofore been paid or prepaid, the City shall, at or prior to the third regular meeting of the City Council held after the date which is five business days after the stated maturity of such Note, but in any event on or before the December 31 next following the stated maturity of such Note, levy for the year ending on such December 31 ad valorem taxes without limitation as to rate or amount against all taxable property situated within the City sufficient to pay when due the principal of and unpaid interest on all such Notes, in which event such Notes shall be payable from the proceeds of such taxes in addition to the other sources identified in this Section 5.

Section 6. Any taxes levied pursuant to the covenant contained in Section 5 hereof shall be sufficient to provide funds for payment of principal of and unpaid interest on the Notes with respect to which such taxes are levied on the basis of the following assumptions: (i) the applicable rate of interest payable on each such Note will be 85% of the Agent's Prime Rate in effect on the date of its original stated maturity plus five per cent (5%) per annum; (ii) that the stated maturity of such Notes has been extended in accordance with Section 3 hereof; and (iii) no prepayments of Notes will be made subsequent to the date such taxes are levied. In the event the Notes with respect to which such taxes have been levied are prepaid in whole or in part prior to the last date on which certificates of tax abatement with respect to the taxes so levied are permitted by the County Clerks of Cook and DuPage Counties to be filed, the City Comptroller shall, on or prior to such date, file certificates of tax abatement with respect to the taxes so levied in the offices of such County Clerks and shall concurrently file copies thereof in the office of the City Clerk and the office of the Committee on Finance of the City Council. Such certificates shall refer to the amount of taxes so levied for the payment of principal of and interest on such Notes and shall indicate the amount of principal and interest thereon which, by reason of such prepayment, will not be required to be repaid from the proceeds of taxes so levied, which amount is to be abated from the taxes so levied and, further indicating the remainder of such taxes so levied which are to be extended for collection by said County Clerks. In the event proceeds of taxes so levied are not available in time to meet any payments of principal of and interest on the Notes, then the fiscal officers of the City are hereby directed to make such payments from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the taxes so levied, and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Notes as the same become due.

Section 7. The City shall appropriate amounts sufficient to pay principal of and interest on the Notes for the year(s) such amounts are due, but, if for any such year it fails to do so this Ordinance shall constitute a continuing appropriation ordinance of the amounts necessary to pay principal of and interest on the Notes as provided herein and in the Agreement without any further action on the part of the City Council. In particular, but not in limitation of the foregoing, there is hereby appropriated from each fund of the City for which borrowings are made pursuant to this Ordinance amounts sufficient (a) to pay principal of and interest on the Notes evidencing such borrowings as and when the same become due and (b) to prepay the principal of such Notes in the event the City elects to prepay such Notes as provided in this Ordinance. The appropriate officers of the City are hereby ordered and directed to make such payments.

Section 8. This Ordinance is made pursuant to the powers of the City as a home rule unit under the Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by the Ordinance and the Agreement. All references in this Ordinance and the Agreement to any officer of the City who is appointed by the Mayor shall be deemed for all purposes to refer to such officer or to any temporary successor to such officer who shall have been appointed by the Mayor and shall then be acting as such successor.

Section 9. The Mayor, the City Comptroller and the Chairman of the Committee on Finance may each designate another to act as their respective proxies and to affix their respective signatures to the Notes, the Agreement, and any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller or the Chairman of the Committee on Finance pursuant to this Ordinance or the Agreement. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxies for the Mayor, the City Comptroller and the Chairman of the Committee on Finance respectively. A written signature of the Mayor or of the City Comptroller or the Chairman of the

Committee on Finance, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be filed with the City Clerk and be recorded in the Journal of the Proceedings of the City Council. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person. When the signature of the Chairman of the Committee on Finance is so affixed to an instrument, certificate or document at the direction of Chairman of the Committee on Finance, the same in all respects, shall be as binding on the City as if signed by the Chairman of the Committee on Finance in person.

Section 10. To the extent that any statutes, ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any provision of this ordinance shall be prohibited by or be invalid under Illinois or Federal law, that provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this ordinance. This ordinance shall be published by the City Clerk by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication as provided by law.

[Exhibit "A" printed on pages 2651 thru 2703 of this Journal.]

Re-Referred--PROPOSED ORDINANCE TO CREATE SPECIAL SERVICE
AREA NO. 3.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance to create Special Service Area No. 3.

On motion of Alderman Burke said proposed ordinance was *Re-Referred to the Committee on Finance*.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

City Comptroller Authorized to Advertise for Sale Parcels
of City-Owned Property at Sundry Locations.

The Committee on Land Acquisition and Disposition submitted ten proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned property at sundry locations.

On separate motions made by Alderman Banks *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, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--44.

Nays--None.

(Continued on page 2704)

EXHIBIT AREVOLVING CREDIT AGREEMENT

THIS AGREEMENT, dated as of November 1, 1983, is entered into among THE CITY OF CHICAGO IN THE STATE OF ILLINOIS, a home rule unit and body politic and corporate (the "City"), the banks named on the signature pages hereof (the "Banks") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois, as Agent of the Banks (the "Agent");

W I T N E S S E T H:

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

WHEREAS, the City has determined that it is desirable and in the public interest for it to borrow money from the Banks from time to time in anticipation of revenues of the City in order to finance the City's short-term cash flow needs, and in evidence of its obligation to repay such loans to issue its general obligation notes (the Notes to be issued under this Agreement are referred to herein as the "Notes") in the maximum aggregate principal amount at any time outstanding of \$100,000,000; and

WHEREAS, the Notes will be issued pursuant to this Agreement and an Ordinance (the "Ordinance") adopted by the City Council of the City (the "Council"), on _____,

1983, which Ordinance authorizes the execution and delivery of this Agreement and the issuance, execution and delivery of the Notes upon the terms and conditions set forth in the Ordinance and this Agreement; and

WHEREAS, each Note issued pursuant to this Agreement shall mature not later than ninety-one (91) days after the date of issuance of such Note, unless extended as provided in this Agreement, and shall bear interest at a rate equal to 70% of the Prime Rate of the Agent as announced from time to time, and as further provided in this Agreement; and

WHEREAS, the Banks are willing to make loans to the City in the aggregate principal amount not to exceed \$100,000,000 at any time outstanding for such purposes on the basis of the terms and conditions set forth and the security provided for in this Agreement and the Ordinance and to accept the Notes as evidence of such loans; and

WHEREAS, the City has determined that the representations, agreements and covenants made or to be made by it in this Agreement, the Ordinance and the Notes are proper, desirable and necessary to obtain and secure payment of the loans under the Agreement and the Ordinance, to issue and sell the Notes and to carry out the City's obligations, powers and purposes under the Ordinance;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Representations and Warranties. To induce the Banks to accept the Notes provided for herein, the City represents and warrants that:

(a) Authority of the City. The City is a body politic and corporate duly organized and validly existing as a home rule unit within the meaning of Section 6 of Article VII of the Constitution of the State of Illinois. The City has full legal right, power and authority (i) to possess its properties and conduct its affairs, (ii) to adopt the Ordinance, (iii) to enter into this Agreement, (iv) to borrow money from the Banks for the purposes set forth in the Ordinance and this Agreement, and to issue, execute and deliver the Notes in evidence of such borrowings as provided in this Agreement and the Ordinance, (v) to secure and provide for payment of the Notes in the manner provided in the Ordinance, this Agreement and the Notes, (vi) to make the representations and covenants made by it in the Ordinance, this Agreement and the Notes, and (vii) to perform its other obligations contemplated under the Ordinance, this Agreement and the Notes. The City has, with respect to the issuance of the Notes, complied with all applicable provisions of law, including the Ordinance, in all matters relating to the transactions contemplated hereby.

(b) Validity of Ordinance, Agreement and Notes.

The Ordinance has been duly adopted by the City at a meeting of the City Council of the City which was duly called, noticed and held, and the Ordinance has not been altered or amended and is in full force and effect. The City has duly authorized (i) the execution, delivery and performance of this Agreement, (ii) the issuance, execution, sale, delivery and due performance of the Notes, and (iii) the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by the Ordinance, the Notes and this Agreement. When duly executed and delivered by the City, this Agreement and the Notes will constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms and the Banks will be entitled to the benefits and security of the Ordinance, the Notes and this Agreement.

(c) Litigation. Except as stated in a certificate of the Corporation Counsel of the City furnished to the Banks, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending against or, to the best of the knowledge of the City, threatened against

the City (nor to the best of the knowledge of the City is there any basis therefor), which in any way questions the validity of the Ordinance, the powers of the City referred to in Section 1(a) above, or the validity of any proceeding taken or to be taken by the City in connection with the issuance, execution, sale and delivery of the Notes or wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by this Agreement or materially and adversely affect the ability of the City to fulfill its obligations under the Ordinance, this Agreement or the Notes and to levy ad valorem taxes unlimited as to rate and amount against all taxable property within the City sufficient to pay the principal of and interest on the Notes, or which in any way would materially and adversely affect the validity or enforceability of the Notes or the Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated by this Agreement) or the exemption of the interest on the Notes from Federal income taxation.

(d) Legislation. Except as stated in a certificate of the City Comptroller furnished to the Banks, to the best knowledge of the City, there is no legislation pending before the Illinois General Assembly (or

adopted by it and awaiting action by the Governor) or the Congress of the United States or ordinance pending before the City Council which would affect or limit the right, power or authority of the City to enter into this Agreement, to issue the Notes or to perform its obligations under the Ordinance, this Agreement or the Notes or which in any way would materially and adversely affect the validity of the Ordinance, the Notes or this Agreement (or any instrument required or contemplated for use in consummating the transactions contemplated hereby), nor is there any such legislation or ordinance which is not introduced for action in the General Assembly or Congress or before the City Council, but which to the knowledge of the City is proposed to be so introduced and has been reduced to a written draft.

(e) Permits and Approvals. Except as required by the Ordinance, no approval, permit, consent, or authorization of, or registration or filing with, any governmental or public agency, authority or body not already obtained or made is required on the part of the City in connection with the issuance and sale of the Notes or the execution and delivery by the City of this Agreement and the Notes or, except as contemplated herein and in the Ordinance, the performance of its

obligations under the Ordinance, this Agreement and the Notes.

(f) No Conflicts. The adoption of the Ordinance, the execution and delivery by the City of this Agreement and the Notes, and compliance with the provisions of each of such instruments, will not conflict with, result in a breach of any provision of, or constitute a default under, any ordinance, resolution, indenture, commitment, agreement or other instrument adopted by the City or to which the City is a party or by which it is bound, or under any provision of the Constitution of the State of Illinois or any existing law, rule, regulation, judgment, order or decree to which the City (or any of its officers in their respective capacities as such) is subject.

(g) No Defaults. The City is not in default in the payment of principal of, premium, if any, or interest on, or otherwise in default in any material manner with respect to, any general obligation indebtedness for borrowed money (including, without limitation, bonds, notes or certificates of indebtedness), lease rental obligations to the Public Building Commission of Chicago, or water revenue obligations which it has issued, assumed or guaranteed, or for which it has otherwise become obligated, as to payment of principal, premium, if any, or interest.

(h) Financial Statements. The City has provided the Banks with the financial statements of the City for the fiscal year ended December 31, 1982, audited by Peat, Marwick, Mitchell & Co., independent certified public accountants, together with certain additional financial information constituting Part II of Appendix A to the Official Statement of the City of Chicago dated January 19, 1983 (the "Official Statement"). Except as the Comptroller of the City has otherwise advised the Banks in writing, all such financial statements have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis throughout the periods specified therein. Such financial statements, including in each case any related notes, are true, complete and correct in all material respects and present fairly the financial position of the City as at each balance sheet date and the results of its operations and changes in financial position for the periods covered thereby. Except as stated in a certificate previously provided by the City to the Banks and signed by the Comptroller of the City, and as otherwise disclosed in the Official Statement no material adverse change has occurred in the financial position of the City or results of its operations since December 31, 1982. The City has also provided the

Banks with certain unaudited quarterly financial reports for the quarter ended _____, 1983 including statements of actual cash flow through _____, 1983, preliminary actual cash flow through _____, 1983 and projected cash flow through December 31, 1983. Such financial reports and cash flow statements are based on the best information ascertainable by the City as of the date hereof, and the cash flow projections are based on various assumptions as to future events and circumstances which the City believes to be reasonable.

(i) Official Statement. Except as the City Comptroller has otherwise advised the Banks in writing, the Official Statement, a copy of which has previously been provided to the Banks, did not (as of the date thereof) contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

2. General Conditions Concerning Loans and Notes.

(a) Subject to the terms and conditions of this Agreement, each Bank severally agrees to lend and relend to the City from time to time on or before December 1, 1984 its proportionate share equal to such

Bank's Percentage of Aggregate Commitment as set forth on the signature pages hereof, reduced by the amount of any permanent reduction(s) in such amounts made pursuant to Section 2(b) hereof, of such amounts as the City may, from time to time, request be loaned under this Agreement. However, the total amount of borrowings outstanding at any time under this Agreement shall not exceed \$100,000,000. The amounts requested by the City to be loaned from time to time shall each be in multiples of \$100,000 and in a minimum amount of \$100,000. The City shall give the Banks at least one business day's prior written notice of each proposed borrowing under this Agreement. Upon such notice and upon fulfillment of the conditions described in Section 3 of this Agreement and delivery to the Agent of Notes as provided in Section 4 of this Agreement, each Bank shall pay to the Agent funds equal to such Bank's Percentage of Aggregate Commitment of the proposed borrowing, and the Agent shall thereupon pay or cause to be paid to the City the sum so to be borrowed, but, with respect to any Bank other than the Agent, the Agent shall be so obligated only to the extent that the Agent shall have received funds from such Bank as above provided.

(b) The City shall have the right at any time and from time to time, to permanently reduce in part (pro rata between the Banks according to their respective Commitments), or to terminate, without penalty or premium, the Commitments, upon not less than ten (10) days' prior written notice received by the Agent (which shall promptly advise each Bank thereof), designating the date of such reduction or termination and the amount of any partial reduction. Any such partial reduction of the Commitments shall be in an aggregate amount of \$1,000,000 or an integral multiple thereof. Such partial reduction or termination of the Commitments shall be effective on the date specified in the City's aforesaid notice, except that no such partial reduction may be made in an amount in excess of the total unused Commitments immediately prior to giving effect to such partial reduction.

(c) The Agreement shall terminate on December 1, 1984 or at such time after such date when all Notes are paid in full as to both principal and interest, whichever date is later. No loans shall be made under this Agreement after December 1, 1984.

(d) All payments to be made pursuant to this Agreement shall be in Federal funds or other immediately available funds.

3. Specific Conditions Precedent to Loans and Issuance of Notes.

The following shall be conditions precedent to the making from time to time of loans and the issuance of the Notes under this Agreement:

(a) Immediately prior to the making of the first loan and the issuance of the first series of Notes pursuant to this Agreement, the City shall deliver to the Agent, in sufficient number of counterparts to provide the Agent and each Bank with one such counterpart, the following documents, addressed to the Banks, in care of the Agent and dated the date of the loan:

(i) A certified copy of the Ordinance as adopted by the City Council, approved by the Mayor of the City, and published as provided by law;

(ii) An opinion of bond counsel acceptable to the Banks, in substantially the form of Exhibit A to this Agreement;

(iii) The opinion of the Corporation Counsel of the City, in substantially the form of Exhibit B to this Agreement with such exceptions as shall be acceptable to the Banks;

(iv) A certificate or certificates of the Mayor of the City and the Comptroller of the City:

(A) stating that the representations and warranties of the City set forth in Section 1 hereof are true and correct on and as of the date of such Certificate; (B) stating that the aggregate unpaid principal amount of all Notes then to be outstanding under this Agreement will not exceed the maximum amount of loans permitted by this Agreement; (C) regarding the incumbency and term of office of each official of the City whose manual or facsimile signature appears on the Notes, this Agreement or any certificate or other document required to be delivered pursuant to this Agreement; and (D) stating that no event of default, as defined in Section 9 of this Agreement, and no event which, with the lapse of time or the giving of notice or both, would constitute such an event of default, has occurred and is continuing.

(v) An arbitrage certificate signed by the Mayor and the Comptroller of the City in form acceptable to bond counsel.

(vi) A certificate signed by the City Comptroller and the City Treasurer as required by Section 2 of the Ordinance.

(b) At the time of the making of each loan subsequent to the first loan and the concurrent issuance of Notes, the City shall deliver to the Agent properly executed certificates as of the date of the loan as to the matters referred to in Sections 3(a)(iv), (v) and (vi) of this Agreement. The City shall also then deliver to the Agent the opinions of bond counsel and the Corporation Counsel of the City, each dated the date of such loan, with respect to the Notes then to be issued. Those opinions shall be in the forms as required in subparagraphs (a)(ii) and (iii) of this Section and shall relate specifically to the Notes then being issued.

(c) Notwithstanding any other provision of this Agreement, no loan shall be required to be made under this Agreement if, and as long as, any condition precedent to the making of the loan shall not have been satisfied or if, and as long as, any event of default described in Section 9 of this Agreement, or any event which, with the lapse of time or the giving of notice or both, would constitute such an event of default, shall have occurred and be continuing.

(d) Notwithstanding any other provision of this Agreement, no loan shall be required to be made under this Agreement so long as any Note which has not been

paid on or before the original stated maturity date thereof remains outstanding and unpaid.

4. Notes Evidencing Obligation to Repay Borrowings.

(a) Each borrowing under this Agreement by the City shall be evidenced by Notes of the City substantially in the form set forth in the Ordinance, with appropriate insertions in the appropriate spaces, and dated the date of the borrowing evidenced by such Notes. Each Bank's Notes shall be numbered consecutively from 1 in the chronological order of issuance. The Notes shall be payable to each Bank in the principal amount thereof, at the office of the Agent at 231 South LaSalle Street, Chicago, Illinois 60697. Each Note shall mature not later than ninety-one (91) days after the date of issuance thereof, or on December 1, 1984 (whichever is earlier), provided, however, that in certain circumstances the maturity of any such Note may be extended as provided in Section 8(b) hereof. Interest on the Notes shall be payable as provided in Section 5 of this Agreement.

(b) Each Note shall be executed in the name of the City by the Mayor of the City and by the City Comptroller by their manual or facsimile signatures, shall be attested by the manual or facsimile signature of the (Deputy) City Clerk and shall be sealed with the corporate seal of the City.

(c) Each Note shall be a direct and general obligation of the City to the payment of which (as to both principal and interest) the City pledges its full faith and credit. The Notes shall be payable (both as to principal and interest to the date of payment) (i) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose; and (ii) in the event of an extension of maturity pursuant to Section 3(b) hereof, from the proceeds of ad valorem taxes to be levied by the City without limitation as to rate or amount against all taxable property situated within the City sufficient to pay when due the principal of and interest on the Notes.

(d) Upon payment in full of principal of and interest on any Note, the Note shall be cancelled and surrendered to the City. Prepayments of principal of each Note shall be noted on the back of the Note by the holder of the Note.

5. Interest.

(a) The Notes shall bear interest from their respective dates until paid. Except as provided in paragraph (d) of this Section 5, the interest rate on the Notes shall be equal during each calendar month in which Notes are outstanding and unpaid to 70% of the Agent's Prime Rate in effect on the first day of such

month (or, in the case of any calendar month during which Notes are issued, to 70% of the Agent's Prime Rate in effect on the first date on which Notes are outstanding during such month); provided, however, that the interest rate on the Notes, the maturity of which has been extended pursuant to Section 8(b) hereof, shall be equal during each Month that such Notes are outstanding and unpaid to 85% of the Agent's Prime Rate in effect on the first day of such month (or, in the case of any month during which the maturity of any such Notes is extended, to 85% of the Agent's Prime Rate in effect on the first date on which the maturity of any such Notes is extended during such month). The Agent shall notify the City within three (3) business days after any change in the Agent's Prime Rate. The failure of the Agent timely so to notify the City of any change in the Agent's Prime Rate shall not affect the obligation of the City to pay interest at such changed rate as long as such notice is given prior to payment of such interest. The "Agent's Prime Rate" shall mean the rate per annum then most recently announced by the Agent as its Prime Rate at its principal office in Chicago, Illinois.

(b) The rate of interest to be borne by each Note shall be adjusted automatically as of the opening of

the Agent's business on the first day of each month following the date of issuance of any Note.

(c) Except in connection with any prepayment or acceleration in accordance with this Agreement, interest on each Note shall be payable at maturity. Interest on any Note extended pursuant to Section 8(b) hereof shall be payable after the stated maturity date on each subsequent October 1, January 1, April 1 and July 1 during the period such Note is outstanding and at the final maturity date as extended. Interest on each Note shall be computed for actual days elapsed on the basis of a year of 365 or 366 days, as appropriate, in respect of the principal amount of such Note from time to time outstanding and unpaid.

(d) In the event that, as a result of a change in the Internal Revenue Code (the "Code"), (i) all or part of any payment of interest on any Notes held by an Indemnatee (as hereinafter defined), any interest paid or accrued by any Indemnatee by reason of such Indemnatee owning the Notes or receiving interest on the Notes (such as, for example, interest on indebtedness incurred or continued to purchase or carry the Notes), or any other amount in respect of or related to owning the Notes or receiving interest on the Notes, as a whole or in part, is, in the opinion of

counsel for such Indemnatee, an item of tax preference or similar item subject to the tax imposed by Section 56-58 of the Code or any successor sections thereto or any other Federal tax on preference or similar terms or is not deductible by such Indemnatee from its federal gross income in the year paid or accrued, to the same extent as such amount is deductible pursuant to the Code as in effect on the date hereof, or (ii) tax is imposed measured by reference to the principal amount of the Notes held by such Indemnatee (such tax being referred to in this Agreement as a preference tax), then such Indemnatee may at any time on or after the date (the "Effective Date") on which such change in the Code was enacted, but in no event later than the later of the Termination Date and the date on which all outstanding Notes have been paid in full, give notice thereof in writing or by telex or wire transmission to the City and the Agent. During the 90 days next succeeding the giving of such notice, the Agent, the Banks and the City shall negotiate in good faith in order to arrive at such a mutually acceptable increase (expressed as a percentage of Agent's Prime Rate) in the rate of interest payable on all Notes as will adequately and fairly compensate all Indemnities for the increased cost of making, funding or maintaining

the loans evidenced by the Notes or the reduction in the amount of any sum received or receivable by any Indemnatee. If within such 90-day period the City, the Agent and the Banks agree in writing upon an increase, additional interest at such rate of increase shall be effective and accrue from the Effective Date with respect to all Notes, whether issued before or after the Effective Date. If the City, the Agent and the Banks fail to agree upon an increase in the rate of interest within such 90-day period, the City shall be required to pay such outstanding Notes in full no later than the last day of such 90-day period but the City shall not be required to pay any such increased rate of interest during such period. The aggregate rate of interest payable on any Notes shall not exceed Agent's Prime Rate plus 2%. The determination of such proposed increase shall be made in good faith by the Banks, and the City shall have no right to examine the Federal income tax returns or any other returns, documents or records of any Indemnatee with respect thereto. Additional interest at such rate of increase shall be effective and accrue from the Effective Date with respect to all Notes, whether issued before or after the Effective Date, and the Bank shall notify the City as promptly as practicable of the amount of such

proposed increase; provided that no interest as a result of such increased rate shall be payable by the City at any time unless notice of a change in the Code is timely given and the City agrees to such increase as above provided. Any additional interest payable pursuant to this Section with respect to any Notes shall be paid by the City directly to the holder of such Notes. For the purposes of this Section, "Indemnatee" means any Bank and any other holder of a Note and any entity to which any Bank or any such other holder sells a participation in any Note.

6. City's Right To Prepay Notes.

The City may, at its option, at any time or from time to time, upon one (1) day's notice to the Banks and without premium or penalty, and from any funds available to it, prepay the Notes, in whole, or in part in any integral multiple of \$100,000. Any such prepayment shall be accompanied by payment of the unpaid accrued interest on the principal amount so prepaid to the date of such prepayment. Any partial payment of any Note shall be evidenced by notation on the back thereof by the holder of such Note to indicate the date of such prepayment and the amount thereof. Subject to Section 8(i) hereof, in the event of any prepayment each Bank agrees to relend an amount equal to its proportionate share of such prepayment as the

City may, from time to time, request, as provided in Section 2 of this Agreement.

7. Application of Payments.

(a) Any prepayment of less than the total aggregate principal amount and accrued interest of all Notes outstanding shall be applied pro rata to the payment of Notes in the order of issuance. Prepayment of less than all of any Note shall be applied first to accrued interest on the principal amount being prepaid and then to the principal of that Note.

(b) All payments and prepayments of principal of and interest on the Notes shall be paid to the Agent for the account pro rata of the Banks entitled thereto in accordance with the provisions of this Agreement. The Agent shall immediately distribute to each Bank all payments of principal or interest received by the Agent for the account of such Bank. All amounts received by each Bank (whether as a result of payment transmitted by the City or otherwise) on account of payment of interest on or principal of the Note(s) shall be so applied by it to its Note(s).

(c) If any of the Banks shall obtain any payment or prepayment (whether voluntary or involuntary or as a result of the exercise of the right of setoff) in respect of principal of or interest on any Note in

excess of its pro rata share of payments then obtained by all Banks in respect of principal and interest on all Notes, then such Bank shall purchase from the other Banks such interest (at face value) in the Notes as shall be necessary to cause such purchasing Bank to share the excess payment received ratably with such other Banks; provided, however, that if all or any portion of the excess payment is thereafter recovered from such purchasing Bank, the purchase shall be rescinded and the purchase price restored to the extent of such recovery but without interest.

8. Covenants. The City hereby covenants and agrees with the Banks that during the term of this Agreement:

(a) The City shall duly and punctually pay the principal of and interest on the Notes out of the sources of payment specified in Section 4(c) hereof at the dates set forth in this Agreement and the Notes. All amounts payable by the City to the Banks under this Agreement or the Notes shall be paid to the Agent at 231 South LaSalle Street, Chicago, Illinois 60697.

(b) The City hereby pledges its full faith and credit to the payment of the principal of and interest on the Notes and of any other amounts payable by the City to the Banks under this Agreement. The City hereby covenants and agrees that in the event that any

Note is not paid on or before the stated maturity date thereof and remains outstanding, the City shall levy and provide for the collection of ad valorem taxes for the year of the stated maturity date, without limitation as to rate or amount, against all taxable property situated within the City sufficient to pay when due the principal of and accrued interest on such Note, calculated on the assumption that such Note will bear interest until maturity at a rate equal to five percent (5%) plus that rate of interest equal to eighty-five percent (85%) of the Agent's Prime Rate on the date of its original stated maturity. The stated maturity of any Note may be extended by the Banks in their discretion at the request of the City to November 15 of the calendar year which next commences following the stated maturity of such Note pursuant to telephonic notice to each of the Banks promptly followed by delivery to each of the Banks of a written instrument executed by the Mayor and City Comptroller at least five (5) business days prior to the stated maturity of such Note. Prior to the extension of maturity of any such Note, the Banks shall receive an opinion of bond counsel acceptable to the Banks to the effect that the extension of the Notes will not affect the exemption of interest on the Notes from Federal

income tax. Such request shall be effective upon receipt and shall be delivered to the Agent at 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Vice President, Public Finance Division; to The First National Bank of Chicago at One First National Plaza, Chicago, Illinois 60670, Attention: Vice President Government, Unions & Services Division; to the Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York 10015, Attention: Public Finance Department; to The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois 60675, Attention: Vice President, Bond Department; to American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Correspondent Banking; and to LaSalle National Bank, 135 South LaSalle Street, Chicago, Illinois 60690, Attention: Vice President, Bond Department. Unless a Bank shall have delivered to the City a written rejection of any request for an extension of maturity not later than 5:00 p.m. of the fifth business day after delivery to the Banks of such request, the maturity of any Note which shall have been the subject of such request shall be automatically extended to November 15 of the calendar year which next commences following the stated maturity of such Note.

A tax levy ordinance shall be adopted not later than the third regular meeting of the City Council occurring after a date which is five (5) business days after the extension is granted, deemed granted or denied, but in any event on or before the December 31 next following the stated maturity of such Note. If such Note is thereafter paid from any other funds or revenues of the City, the taxes so levied shall be abated in accordance with Section 6 of the Ordinance.

(c) The City shall appropriate by ordinance as provided by law sums sufficient to pay the Notes in full, both as to principal and interest, when due. To the extent that the City should fail to include in any appropriation ordinance (including supplements thereto) for any year an amount sufficient to pay the principal of and interest on the Notes due during such year, the Ordinance shall constitute a continuing appropriation of such amounts for such purposes, as provided in the Ordinance.

(d) The levy of taxes for the Notes shall be for the sole benefit of the holders of interests in the Notes and the holders of interests in the Notes shall have a claim against such levy and the future proceeds of such levy to the extent of the indebtedness outstanding under this Agreement but only after such proceeds are

deposited into the note escrow account referred to in Section 8(j) hereof.

(e) As soon as practicable following the end of each fiscal year of the City, the City shall furnish the Banks with a comprehensive audit of the City's finances and funds by one of the eight largest national firms of independent certified public accountants selected by the City and acceptable to the Banks. Upon any proposed change in accounting firms, the Chairman of the Committee on Finance of the City Council shall provide to the Banks a statement as to whether the Committee on Finance has recommended or approved or disapproved of such change and stating the reasons for such recommendation, approval or disapproval. Each year-end financial statement shall be furnished to the Banks within 240 days after the last day of the City's fiscal year.

(f) The City will prepare and furnish to the Banks the available unaudited quarterly financial reports prepared by the City for each quarterly fiscal period of each fiscal year of the City. Each quarterly report shall include a statement of revenues and expenditures for the Corporate Fund, the Consolidated Funds and any other fund for which such information is available, a comparison of such revenues and expenditures to such

amounts as allocated to that quarter by the City based on the Annual Budget for such fiscal year, and an explanation of any unfavorable variances in excess of ten percent (10%) of the amount as allocated. Each quarterly report shall also include a quarterly cash flow statement including projected cash flow for the remainder of the unexpired budget period, a comparison of actual and projected cash flow with the projections for the fiscal year 1983 provided to the Banks at the time of the initial loan hereunder, or with similarly prepared cash flow projections prepared by the City and submitted to the Banks on or before January 31, 1984 for the calendar year 1984 and any other information reasonably requested by the Banks. Each quarterly financial report shall be furnished to the Banks within 90 days after the last day of the quarterly fiscal period to which such report relates.

(g) Prior to the issuance or extension of any Note, the City will also prepare and furnish to the Banks a statement summarizing the receipts and disbursements for the Corporate Fund and the Consolidated Funds and the opening and closing balances for each month ending more than 30 days prior to the date of such report and comparing them with the cash flow projections provided to the Banks at the time of the initial loan hereunder

for the calendar year 1983 and with similarly prepared cash flow projections prepared by the City and submitted to the Banks on or before January 31, 1984 for the calendar year 1984.

(h) It is the intention of the City and the Banks that the interest on the Notes be excluded from the gross income of the Banks for Federal income tax purposes by reason of the provisions of Section 103 of the Internal Revenue Code of 1954, as amended (the "Code"), or any substantially similar successor provision hereinafter enacted. To that end, the City covenants that it will not take any action, or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on the Notes to become includable in the gross income of the holders thereof for Federal income tax purposes. Without limiting the foregoing, the City covenants that no funds of the City will be invested or used in such manner that would cause the Notes to be "arbitrage bonds" within the meaning of Section 103(c) of the Code and the applicable regulations promulgated thereunder, as they may be in force and applicable at the time of such investment or use.

(i) No borrowing or reborrowing under this Agreement shall be made for the purpose of refunding any

outstanding borrowings or reborrowings hereunder. No new borrowings shall be made under this Agreement during the seven calendar-day period following the payment of any Notes except to the extent of any unused Commitment available immediately prior to the payment of such Notes.

(j) Prior to the collection of any taxes levied for payment of any Note as provided in Section 8(b) hereof, the City will establish separate and segregated escrow accounts with third parties substantially similar to the escrow accounts established for payment of the obligations of the City incurred pursuant to the General Obligation Term Loan Agreement dated as of April 1, 1980 between the City, the Agent and certain banks.

(k) The City covenants and agrees that for a period of at least 30 consecutive days at any time during the term of this Agreement following the date of the issuance of the first Note hereunder, which 30 consecutive day period shall be selected at the sole option of the City, no Notes shall be outstanding under this Agreement; provided, however, that this covenant shall be of no force or effect in the event the City shall have levied a tax pursuant to Section 8(b) hereof, so long as such tax shall not have been abated within the period permitted by law.

(l) The City agrees to make available to the public upon request at the office of the City Clerk any financial report furnished to the Banks pursuant to Sections 3(e), (f) and (g) of this Agreement at the same time any such financial report is furnished to the Banks. It is further understood and agreed that the Banks have the right, within their own discretion, to disclose any such financial reports to third parties, to the extent permitted by applicable law, and the Banks will notify the City of any such disclosure.

(m) In consideration of the commitment of the Banks to make loans to the City hereunder, the City hereby agrees to pay to the Banks, ratably according to their respective Commitments, a fee (herein called the "Commitment Fee") for the period commencing on the date of execution hereof and ending on December 1, 1984, of 1/2 of 1% per annum on the daily average aggregate amount of the unused Commitments, adjusted for any reduction pursuant to Section 2(b) hereof. The Commitment Fee in respect of each Calendar Quarter (or portion thereof) shall be payable following the end of such Calendar Quarter on the 15th day after receipt by the City of a statement from the Agent of the amount of the Commitment Fee for such Calendar Quarter, for any period then ending for which the Commitment Fee shall

not have been thereto paid, unless this Agreement is terminated pursuant to Section 2(b) hereof, in which event the Commitment Fee shall be payable at the termination date of the Commitments.

9. Events of Default.

(a) If one or more the following "events of default" occur:

(i) Default in the payment of principal of, or interest on, any Note when due;

(ii) Default by the City in the payment of any other general obligation indebtedness for borrowed money (including lease rental payments to the Public Building Commission of Chicago) or any water or sewer revenue notes (which water or sewer revenue notes are held at such time by any of the Banks) when the same becomes due and payable or the failure by the City to observe or perform any term, covenant or agreement contained in any agreement, instrument, ordinance or resolution by which it is bound evidencing or securing general obligation indebtedness for borrowed money for such period of time as would cause acceleration of the maturity thereof or would permit (assuming the giving of appropriate notice if required) the holder or holders thereof to accelerate the maturity thereof;

(iii) Any representation made by the City herein or in any schedule, statement, exhibit, report, certificate, notice or writing furnished by the City to the Banks in connection herewith of which the Banks have given notice to the City shall be untrue in any material respect on the date as of which the facts set forth are stated or certified and, with respect only to financial reports delivered pursuant to Sections 2(e), (f) and (g) hereof, which is not made good within 30 days after notice thereof from the Agent or any of the Banks;

(iv) Legislation shall be enacted or a referendum of the electors of the City shall be passed or a decision by a court of competent jurisdiction shall become final and not subject to further review which prevents the City from complying with the Ordinance, the Notes or this Agreement or limits or modifies the powers of the City in any way which materially and adversely affects the ability of the City to pay any of its general obligation indebtedness as the same becomes due or materially and adversely impairs the ability of the City to perform its obligations under the Ordinance, this Agreement or the Notes,

or the Ordinance shall be modified or amended except as permitted by this Agreement;

(v) Default in the performance of any of the City's agreements set forth herein or in the Ordinance (and not constituting an event of default under any of the preceding subsections of this Section 9(a)) and continuance of such default for 30 days after notice thereof to the City from the Agent or from any Bank; or

(vi) A decree or order by a court having jurisdiction shall be entered adjudging the City a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or rearrangement of the City under the Federal bankruptcy laws or any similar applicable Federal or Illinois law, and such decree or order shall continue undischarged or unstayed for a period of 30 days; or a decree or order of a court having jurisdiction for the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the City or all or any material portion of its property, or for the winding-up or liquidation of the City or all or any material portion of its property, shall be entered, and such decree or order shall continue undischarged and unstayed for a period of 30 days; or

(vii) The City shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or arrangement under the Federal bankruptcy laws or any similar applicable Federal or Illinois law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the City or of all or any material portion of its property, or shall make an assignment generally for the benefit of creditors, or shall admit in writing its insolvency or inability to pay its debts generally as they become due, or any action shall be taken by the City in furtherance of any of these purposes; then the Agent may, and, upon the request of any Bank (which may include the Agent) shall, declare the principal of and accrued interest on the Notes to be immediately due and payable, and the Notes shall thereupon be and become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are expressly waived, and without relieving the City of any of its

obligations under the Ordinance or this Agreement; provided, however, that in the case of any occurrence of any event of default described in the foregoing clauses (vi) or (vii), the Notes shall become due and payable forthwith without the requirement of any such declaration or request, and without presentment, demand, protest or other notice of any kind, all of which are expressly waived.

(b) If any event of default or event which might mature into an event of default has occurred and is continuing, the Agent may take whatever action at law or in equity which may appear necessary or desirable to collect the principal of and interest on the Notes then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under the Ordinance, this Agreement or the Notes, whether for specific performance of any covenant or agreement contained in the Ordinance, this Agreement or the Notes or in aid of the execution of any power granted in this Agreement or the Ordinance to the Agent or the Banks.

(c) No remedy in this Agreement conferred upon or reserved to the Agent or the Banks is intended to be exclusive of any other available remedy or remedies. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, as now or subsequently existing at law or in equity or by statute. No delay or omission to exercise any right or power occurring upon any event of default shall be construed to be a waiver of such right or power, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agent or the Banks to exercise any remedy reserved in this Agreement, it shall not be necessary to give any notice other than notice required by this Agreement.

(d) In the event of any default in payment of principal of or interest on the Notes when due any indebtedness from the Agent or from any Bank to the City may be set off and applied to the payment of the defaulted principal of or interest on the Notes. This paragraph shall not apply to any funds held by the Agent or any Bank, in its capacity as trustee, escrowee or paying agent, in

any segregated escrowed or trusteeed account or to any taxes, assessments or charge made by the City against such Bank in its governmental capacity as to which funds there shall be no such setoff or application.

(e) Any request by the City for a waiver or consent with respect to a default (other than a default described in Section 9 (a)(i), (ii), (vi) or (vii) hereof), shall be acted on by the Banks within 60 days after receipt of written request therefor, and if not acted on within such time shall be deemed to have been granted. Any such request shall contain full and complete disclosure of all material facts, and any waiver granted shall be effective only to the extent of such disclosure.

10. The Agent.

(a) Each Bank authorizes the Agent to act on behalf of such Bank to the extent provided in this Agreement and to take such other action as may be reasonably incidental to such action.

(b) The Agent shall not be required to do any act under this Agreement, or take any action towards the execution or enforcement of the agency created by this Agreement or to prosecute or to defend any suit in

respect of this Agreement or any security unless indemnified by the Banks on a pro rata basis to the satisfaction of the Agent against loss, cost, liability and expense. If any indemnity furnished to the Agent for any performance should become impaired, the Agent may call for additional indemnity and may cease to do the acts indemnified against until such additional indemnity is given.

(c) Each Bank agrees to reimburse the Agent, to the extent not reimbursed by the City, for such Bank's pro rata share (based upon its percentage of the aggregate commitment set forth on the signature pages of this Agreement) of all reasonable out-of-pocket expenses (including reasonable attorneys' fees and legal expenses) incurred by the Agent under or in connection with this Agreement or in enforcing the obligation of the City under this Agreement, the Ordinance or the Notes, or in enforcing any security for this Agreement or the Notes.

(d) The Agent shall promptly distribute to each of the Banks such Bank's pro rata share of all payments actually received by the Agent with respect to the Notes and the Commitment Fee payable to the Banks pursuant to Section 8(m) of this Agreement. The Agent shall conclusively deem each of the Banks to have

continuing interests in its Notes until such time as the Agent shall have received written notice from such Bank that its interest in its Notes has been assigned as provided in Section 11(b) of this Agreement to a proper assignee, which notice shall set forth the name and address of such assignee.

(e) Neither the Agent, nor any of its directors, officers, employees or agents, shall be liable as such for any action taken or omitted by it or them, except for its own or their own gross negligence or willfull misconduct, nor responsible for any recitals or warranties in this Agreement, nor for the execution or validity of this Agreement or the Notes, nor the validity, effectiveness or enforcement of any security, nor to make any inquiry concerning the performance by the City of its obligations. The Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any certificate, schedule, statement, report, notice or writing which it believes to be genuine or to have been presented by a proper person.

(f) The Agent may resign as such at any time upon at least 30 days' prior written notice to the City and the Banks, such resignation to take effect upon the appointment of and acceptance by a successor agent in

accordance with the next sentence of this Section. In the event the Agent gives notice of its resignation, Banks holding in the aggregate interests in more than 50% of the unpaid principal amount of the Notes shall, as promptly as practicable, appoint a successor agent.

(g) Each Bank acknowledges that it has, independent of the Agent and any other Bank and based on such financial statements, documents, information and investigations as have been furnished by the City, made its own credit decision to make the loan to the City under this Agreement. Each Bank also acknowledges that it will, independently of the Agent and any other Bank and based on such documents, information and investigations as it shall deem appropriate, continue to make its own credit decisions in exercising or not exercising from time to time any rights and privileges available to it under this Agreement and any instrument executed pursuant to this Agreement.

(h) Each assignee of an interest of a Bank in a Note pursuant to Section 11(b) of this Agreement shall have with respect to such interest all of the rights, privileges, authorities, duties and obligations of its assignor from and after the time that notice in writing of such assignment shall have actually been received by the Agent.

11. General.

(a) No official, officer, agent or employee of the City shall be liable personally on the Notes by reason of the issuance thereof.

(b) This Agreement shall be binding upon and shall inure to the benefit of the City, the Agent and the Banks, and the respective successors and assigns of the Agent and the Banks but only to the extent such assignment is permitted under this paragraph (b), and shall inure to the benefit of each such assignee of the Notes or any interest therein. Any Bank may assign its interests in this Agreement or its Notes (either in whole or in part) only to any other national or state bank or other financial institution. The Bank assigning any interest in its Note shall promptly notify the City and the Agent of such assignment and of the name and of the address of the assignee. The failure so to give notice of assignments shall not affect the validity of such assignment.

(c) The provisions of this Agreement, the Notes and the Ordinance shall each constitute a contract among the City, the Agent and the Banks. Any owner of any interest in any Note may either in law or equity, by suit, action, mandamus or other proceeding, enforce or compel performance by the City and its officials of all

duties required by law, the Notes, this Agreement or the Ordinance. No change or modification shall be made in this Agreement, the Notes or the Ordinance which in any way affects the obligation of the City with respect to the Notes, this Agreement or the Ordinance without the prior written consent (except as otherwise provided in Section 9(e)) of the City and Banks having in the aggregate more than 50% of the Aggregate Commitment or holding in the aggregate interests in more than 50% of the unpaid principal amount of the Notes, but no such change or modification in the maturity, principal amount, principal installment payment dates or amounts, interest payment dates, interest rates, security or sources of payment of the Notes shall be made without the prior written consent of the City and each of the Banks.

(d) Whenever possible each provision of this Agreement shall be interpreted in a manner as to be effective and valid under Illinois law, but if any provision of this Agreement shall be prohibited by or invalid under Illinois law, that provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Agreement.

(e) This Agreement may be executed in any number of copies and by the different Banks on separate counterparts; provided, however, that each counterpart shall be executed by the City and the Agent. When counterparts executed by all parties shall have been received by the Agent, this Agreement shall become effective and at that time the Agent shall notify the City and each Bank.

(f) No failure or delay by the Agent or the Banks in exercising any right, power or privilege under the Ordinance, the Notes or this Agreement shall operate as a waiver of that right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

(g) Each of the Banks severally represents that it is purchasing its Notes for its own account and with no present intention of distributing or reselling its Notes or any interest therein but subject, nevertheless, to the disposition of its Notes and all interests therein being at all times within its sole discretion and control.

(h) Any notice under this Agreement shall be effective upon receipt and shall be delivered, in the

case of the City, to the City at City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Comptroller, and, in the case of the Agent or the Banks, to the Agent at 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Public Finance Department.

(i) This Agreement supersedes the Revolving Credit Agreement dated as of April 1, 1981 as amended by the Amendatory Agreement dated as of December 1, 1982 (the "1981 Agreement") by and among the City, the Agent and the banks named therein; and the commitments of such banks to make loans to the City and the obligations of the City to pay commitment fees pursuant to the 1981 Agreement are hereby terminated.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their respective authorized officers on this ____ day of _____, 1983.

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
Comptroller

<u>Amount of Commitment</u>	<u>Percentage of Aggregate Commitment</u>	
\$35,000,000	.35	CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, in its individual corporate capacity and as Agent as aforesaid
		By _____ Vice President
\$30,000,000	.30	THE FIRST NATIONAL BANK OF CHICAGO
		By _____ Vice President
\$20,000,000	.20	MORGAN GUARANTY TRUST COMPANY OF NEW YORK
		By _____ Assistant Vice President
\$10,000,000	.10	THE NORTHERN TRUST COMPANY
		By _____ Vice President
\$ 2,500,000	.025	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
		By _____ Vice President

October 20, 1983

REPORTS OF COMMITTEES

2697

\$ 2,500,000

.025

LA SALLE NATIONAL BANK

By _____
Vice President

EXHIBIT A
[Form of Bond Counsel Opinion]

_____, 198__

To Each of the Banks
Named in Paragraph 3 hereof

Dear Sirs:

We have examined a certified copy of the record of proceedings of the City Council of the City of Chicago, Illinois (the "City") pertaining to the issuance by the City of its General Obligation Revolving Credit Notes (_____ Fund) (the "Notes") in the aggregate principal amount of \$_____, an executed copy of the Revolving Credit Agreement dated as of _____ (the "Agreement") among the City, the banks named on the signature pages thereof and Continental Illinois National Bank and Trust Company of Chicago, as agent for said banks, accompanying certificates of the City and an opinion of even date herewith delivered by the Corporation Counsel of the City.

The Notes are issued pursuant to an ordinance adopted by the City on _____ (the "Ordinance"). Each Note is dated _____, 198__, has a stated maturity of _____, and bears interest, payable at the stated maturity thereof, at a rate, during each calendar month in which such Note is outstanding, equal to 70% of the Agent's Prime Rate (as defined in the Agreement) in effect on the first day of such month (provided that, during the first day of such month in which such Note is outstanding, the interest rate on such Note is equal to 70% of the Agent's Prime Rate in effect on its date of issuance) and, if the maturity thereof is extended as provided in said Ordinance and the Agreement, interest is thereafter payable on each subsequent October 1, January 1, April 1 and July 1 during the period such Note is outstanding and at maturity at a rate, during each calendar month in which such Note is outstanding, equal to 35% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which the maturity of such Note is extended, the interest rate on such Note is equal to 85% of the Agent's Prime Rate in effect on the date on which the maturity is extended), computed for actual days elapsed on the basis of a 365 or 366-day year, as appropriate, and as otherwise provided in the Agreement. The Notes are prepayable as provided in the Ordinance and the Agreement.

The Agreement contains a covenant by the City to establish separate and segregated escrow accounts in certain circumstances which may result in the creation of liens, but the Ordinance, the Agreement and the Notes do not purport to create any lien on any assets or properties of the City.

Based on the foregoing, we are of the opinion that:

1. The City is a body politic and corporate of the State of Illinois pursuant to the laws of the State of Illinois, and is a home rule unit within the meaning of Section 6(a) of Article VII of the 1970 Constitution of Illinois.

2. The City, acting by its City Council, has the full power and authority and has taken all necessary action to enter into the Agreement.

3. We have examined the Notes authorized to be issued by the Ordinance which are further described as follows:

<u>Note Number</u>	<u>Denomination</u>	<u>Name of Bank Payee</u>
		Continental Illinois National Bank and Trust Company of Chicago
		The First National Bank of Chicago
		Morgan Guaranty Trust Company of New York
		The Northern Trust Company
		American National Bank and Trust Company of Chicago
		LaSalle National Bank

4. The Agreement has been authorized to be executed and the Notes have been authorized to be issued by valid action taken by the City Council in the adoption of the Ordinance. The Ordinance has been duly and lawfully adopted, has not been amended and is in full force and effect. The Ordinance, the Agreement and the Notes are valid and binding obligations of the City and are enforceable in accordance with their terms, except as may be

limited by bankruptcy, insolvency, moratorium or other similar laws relating to enforceability of creditors' rights. We express no opinion as to whether mandamus or specific forms of equitable relief would be granted in a particular case.

5. The Notes evidence a general obligation debt of the City to which the City has pledged its full faith and credit for the payment thereof.

6. The interest payable on the Notes is exempt from Federal income taxes under existing statutes, regulations, rulings and decisions.

7. The Notes are not arbitrage bonds within the meaning of Section 103(c) of the United States Internal Revenue Code of 1954, as amended.

Very truly yours,

Exhibit B

[Form of Corporation Counsel Opinion]
_____, 198__

Continental Illinois National Bank
and Trust Company of Chicago
The First National Bank of Chicago
Morgan Guaranty Trust Company of
New York
The Northern Trust Company
American National Bank and Trust
Company of Chicago
LaSalle National Bank

Re: \$ _____ City of Chicago, Illinois,
General Obligation Revolving Credit Notes

Gentlemen:

I am counsel for the City of Chicago, Illinois (the "City"). In connection with issuance today by the City of the Notes described above (the "Notes"), I have examined, among other things, the following:

- I. Public records, proceedings and documents in connection with the organization and establishment of the City;
- II. The proceedings of the City Council of the City pertaining to the adoption of an ordinance on _____ (the "Note Ordinance") authorizing the issuance, sale and delivery of the Notes by the City, and the execution and delivery of a Revolving Credit Agreement, dated as of _____, _____ (the "Agreement") and authorizing City officers to do all things necessary to implement the terms of the Note Ordinance and the contracts which are created by the Notes, the Agreement and the Note Ordinance; and
- III. The executed Notes.

Based on the foregoing, it is my opinion that as of the date of this letter:

1. The City is a political subdivision and home rule municipality of the State of Illinois duly organized and

existing as such under the laws of the State of Illinois, and pursuant to the provisions of the Constitution and laws of the State of Illinois and the Note Ordinance, the City is empowered to issue the Notes.

2. The City has full right, power and authority to adopt the Note Ordinance, and no consents, approvals or authorizations are required by any governmental body for the City to carry out the transactions contemplated by the Notes, the Note Ordinance and the Agreement.

3. The Note Ordinance has been duly adopted by the City Council, has not been amended or repealed and remains in full force and effect.

4. The Notes and the Agreement have been fully authorized, executed and delivered by the City.

5. The Notes, the Note Ordinance and the Agreement constitute valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy or other similar laws affecting the enforcement of creditors' rights generally.

6. The execution, delivery and performance by the City of the Notes, the Note Ordinance and Agreement will not conflict with, or result in any breach of any of the provisions of or constitute a default under, any loan agreement, note, bond, resolution, ordinance or other agreement or instrument to which the City is a party or to which it is subject.

7. All proceedings and actions of the City Council of the City relating to the Notes and the Note Ordinance, and related proceedings comply with all laws, ordinances, rules and regulations applicable to the City Council, and none of the actions taken relating to the authorization, execution and delivery of the Notes and the Agreement, has been repealed, rescinded or revoked.

8. There is no action, suit, proceeding or investigation before or by any court, public board or body pending or, to my knowledge, threatened in writing, in which the City is a party or participant, wherein an unfavorable decision, ruling or finding would:

1. Affect the creation, organization or existence of the City or the powers of the City to adopt the Note Ordinance, issue the Notes or perform its obligations

under or as contemplated by the Notes, the Note Ordinance or the Agreement or the titles of the City's officers to their respective offices, with the following exceptions:

ii. Enjoin or restrain the issuance, sale and delivery of the Notes or the levy or collection of any property taxes which may be levied for the purpose of paying the principal of and interest on the Notes, or the application of the proceeds of such levy for such purpose;

iii. In any way question or affect any of the rights, powers, duties or obligations of the City with respect to the City taxes which may be levied for the purpose of paying the principal of and interest on the Notes, or the application of the proceeds of such levy for such purpose;

iv. In any way question or affect any authority for the issuance of the Notes or the validity or enforceability of the Notes, the Note Ordinance or the Agreement or the transactions contemplated by the Agreement except for the matters referred to in the certificate furnished pursuant to Section 1(c) thereof; or

v. In any way question or affect any loan agreement, note or bond or any resolution, ordinance or other agreement or instrument relating to the indebtedness of the City for borrowed money or lease obligations to the Public Building Commission of Chicago, to which the City is a party or to which it is subject.

Nothing contained herein shall be deemed to enlarge or diminish the rights or obligations of the City and its officers under applicable law.

The statements contained herein are made in an official capacity and not personally and no personal responsibility shall derive from them.

Respectfully submitted,

Corporation Counsel

(Continued from page 2650)

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

No. 3415 S. Calumet Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 34 in Fowler's Subdivision of Lots 7 and 10 in Block 2 of Dyer and Davidson Subdivision of the Southeast quarter of the Northwest quarter of the East half of the Northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3415 S. Calumet Av., Permanent Tax No. 1/-34-123-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 934 W. Cuyler Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 (except the East 54 feet) and Lot 8 in Block 1 in J. M. W. Jone's Subdivision of Lots 25 to 28 inclusive in E. e. Hundley's Subdivision of the East half of the Southeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 934 W. Cuyler Av., Permanent Tax No. 14-17-415-028.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 4323 S. Forrestville Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 15 in Block 1 in B. F. Cronkite & Company's Subdivision of that part of the North half of the North half of the Northwest quarter of the Southeast quarter East of Vincennes Avenue of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4323 Forrestville Av., Permanent Tax No. 20-03-402-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 4500 S. Forrestville Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 6 in Clark & Trainor's Subdivision of Lots 10 to 13 and North 22 feet of Lot 14 in Block 2 in John Wilson's Subdivision of the North 4 acres of Lot 1 in Cleaver's & Taylor's Subdivision of the North half of the South half of the East half of the Southwest quarter and of the North half of the South half of the West half of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as No. 4500 S. Forrestville Av., Permanent Tax No. 20-03-416-023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City comptroller who is authorized to prepare such bidding forms.

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

No. 4223 W. Jackson Blvd.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant

property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 10 in A. F. Doremus' Subdivision of Lot 2 in Commissioners' Partition in East half of the Southwest quarter of the Northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4223 W. Jackson Blvd., Permanent Tax No. 16-15-217-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 6537 S. Justine St.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 34 (except the south 3 feet beginning at a point 88 feet East of front or West Lot line and running to the Alley of East Lot Line) in Block 2 in Hosmer and Fenn's Subdivision of the North half of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6537 S. Justine St., Permanent Tax No. 20-20-113-045).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 6511 S. Lafayette Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 45.5 feet of Lot 5 (except the East 2-1/2 feet thereof) in County Clerk's Division of Lot 8 in Block 11 in Skinner & Judd's Subdivision in the Northeast quarter of Section 21,

Township 38 North, Range 14 also the West 2-1/2 feet of the South 45.5 feet of the East 52-1/2 feet of Lot 8 in Block 11 in Skinner & Judd's Subdivision aforesaid lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6511 S. Lafayette Av., Permanent Tax No. 20-21-213-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

Nos. 719-725 S. Pulaski Rd.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 (except East 2 feet 3 inches thereof) in Resubdivision of Lots 42 to 46 in Block "B" in Vance's Garfield Boulevard Addition in Southwest quarter of Section 14, Township 39 North, Range 13 lying East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as Nos. 719-725 S. Pulaski Rd., Permanent Tax No. 16-14-305-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 1524 S. Pulaski Rd.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 11 in Block 8 in Our Home Addition to Chicago, a Subdivision of the east half (except the North 50 acres thereof) of the Northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as No. 1524 S. Pulaski Rd., Permanent Tax No. 16-22-230-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 547 N. Sawyer Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 11 in D. Franklin Anderson's Subdivision of Lots 1 to 4 and 36 to 39 in D. W. Patrick's Subdivision of the East half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 547 N. Sawyer Av., Permanent Tax No. 16-11-223-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

**Acceptance of Bids for Purchase of City-Owned Property at
Sundry Locations.**

The Committee on Land Acquisition and Disposition submitted separate reports recommending that the City Council pass six proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

On separate motions made by Alderman Banks *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, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--44.

Nays--None.

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

Nos. 3601-3603 S. Ellis Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of West Point Baptist Church, No. 3566 S. Cottage Grove Avenue, Chicago, Illinois 60653 to purchase for the sum of \$5,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 12, 1982, pages 13340-13341 described as follows:

Lot 10 in Frederick H. Barlett's Resubdivision of the South half of Lot 2 and all of Lot 6 and Lot 5 (except part taken for Street) in County Clerks' Division of Lots 83, 84, 85, 86 and 87 in Ellis East Addition to Chicago in Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 3601-3603 S. Ellis Avenue, Permanent Tax Nos. 17-34-410-001 and 002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$510.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—

No. 3609 S. Ellis Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of West Point Baptist Church, 3566 S. Cottage Grove Avenue, Chicago, Illinois 60653 to purchase for the sum of \$1,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 12, 1982, page 13341, described as follows:

Lot 14 in Frederick H. Bartlett's Resubdivision of the South half of Lot 2 and all of Lot 6 and Lot 5 (except that part thereof taken for Street) in the County Clerk's Division of Lots 83 to 87 in Ellis East Addition to Chicago Section 34, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (commonly known as No. 3609 S. Ellis Avenue, Permanent Tax No. 17-34-410-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$120.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
No. 2126 S. Halsted St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Napoleon Yanez, Nos. 2128-2130 S. Halsted Street, Chicago, Illinois 60608 to purchase for the sum of \$3,400.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 27, 1982, pages 14501-14502 described as follows:

Lot 8 in Block 27 in Walsh & McMullen's Subdivision of the South 3/4 of the Southeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2126 S. Halsted Street, Permanent Tax No. 17-20-445-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$340.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
Nos. 3755-3757 S. Indiana Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Apostolic Faith Church, 3813 S. Indiana Avenue, Chicago, Illinois 60653 to purchase for the sum of \$8,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed January 18, 1983, page 14913 described as follows:

Lot 12 in Grigg's Subdivision of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 3755-3757 S. Indiana Avenue, Permanent Tax No. 17-34-316-018).

Subject to 1978 taxes.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$ submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
No. 3823 S. Indiana Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Apostolic Faith Church, 3813 S. Indiana Avenue, Chicago, Illinois 60653 to purchase for the sum of \$2,450.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed January 7, 1983, pages 14805-14806 described as follows:

Lot 11 in Picket's Resubdivision of Lots 1 to 19 in Holmes' Subdivision of West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3823 S. Indiana Avenue, Permanent Tax No. 17-34-324-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$245.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
Nos. 4056-4058 W. 16th St./Nos. 1549-1559 S. Karlov Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of David Watson, No. 1542 S. Karlov Avenue, Chicago, Illinois 60623 to purchase for the sum of \$6,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 27, 1982, page 13173 described as follows:

Lots 29 & 30 in Block 7 in Our Home Addition to Chicago, being a Subdivision of the East half of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, (except the North 50 acres thereof) in Cook County, Illinois (commonly known as Nos. 4056-4058 W. 16th Street/Nos. 1549-1559 S. Karlov Avenue, Permanent Tax No. 16-22-229-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$650.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

**Commissioner of Public Works Authorized to Negotiate Acquisition
of Property for Intersection Improvements at Central,
Foster and Milwaukee Aves.
and Northwest Hwy.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago is going to improve the intersections of West Foster Avenue, North Central Avenue, North Northwest Highway and West Foster Avenue, North Central Avenue, North Milwaukee Avenue which will include the replacement of sidewalk as needed and handicapped ramps will be provided and the parcels landscaped; and

WHEREAS, The Commissioner of Public Works of the City of Chicago requested approval of the State of Illinois Department of Transportation to proceed with this project in a letter dated September 9, 1983; and

WHEREAS, The Illinois Department of Transportation approved and granted permission to proceed with this project September 15, 1983; now, therefore,

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

SECTION 1. That the Commissioner of Public Works is authorized to negotiate with the owners for the purchase of the property required for the above mentioned improvement.

SECTION 2. That it is desirable and necessary that the following described property be acquired by the City of Chicago for the purpose herein set forth in this ordinance:

Legal Description

Parcel 1

Lot 1 in Hopkin's Subdivision of that part of the Southeast quarter (S.E. 1/4) of Section 8 Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois lying Northeast of the right of way of Chicago and North Western Railway, except that part taken for the widening of North Central Avenue and the opening of West Foster Avenue. Commonly known as 5213 North Northwest Highway;

Parcel 2

Lot 1 Mary E. Smith's Subdivision of Lot 1 in Anderson's Subdivision of the Southeast one half (S.E. 1/2) of the North West fractional quarter (N.W. 1/4) North of the Indian Boundary Line, of Section 9, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, also that part of the Northwest one half (N.W. 1/2) of the Northwest fractional quarter (N.W. 1/4) North of the Indian Boundary Line of Section 9, Township 40 North, Range 13 East of the Third Principal Meridian lying Southwest of Milwaukee Avenue, except that part taken for the widening of North Milwaukee Avenue and North Central Avenue and the opening of West Foster Avenue. Commonly known as 5264 North Milwaukee Avenue.

SECTION 3. In case the Commissioner of Public Works is able to agree with the owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 4. In case of the inability of the Commissioner of Public Works to agree with the owners of said property or any part thereof, upon the purchase price thereof, or in the case the

owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel.

Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 6. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Banks 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, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--44.

Nays--None.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
CITY COMPTROLLER TO ADVERTISE FOR SALE CITY-
OWNED PROPERTY AT NO. 7523 S. ASHLAND AV.

The Committee on Land Acquisition and Disposition submitted a report, which was, on motion of Aldermen Streeter and Hutchinson *Deferred* and ordered published:

CHICAGO, October 20, 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 authorizing the City Comptroller to advertise for sale property located at No. 7523 S. Ashland Av. 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 unanimous vote of the members of the committee.

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

Section 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot Forty-four (44) (except part taken for street) in Haley's Subdivision of Block 5 in Jones' Subdivision of part of the west half of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (commonly known as No. 7523 S. Ashland Avenue, Permanent Tax No. 20-29-115-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

Section 2. This ordinance shall take effect and be in full force from and after date of its passage.

COMMITTEE ON ZONING

Issuance of Permit Authorized for Erection of Illuminated Sign.

The Committee on Zoning submitted the following report:

CHICAGO, September 27, 1983.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed order transmitted herewith (referred August 31, 1983) to authorize the issuance of a permit for the erection and maintenance of an illuminated sign.

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

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

(Signed) FRED B. ROTI,
Vice-Chairman.

On motion of Alderman Gabinski the committee's recommendation was *Concurred In* and 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, Schuler, 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 Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern Signs and 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) to project partly over the sidewalk at 4400 S. Archer Avenue Airway Ford Motor;

Dimensions: length 23 feet, 0 inches, height 7 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 45 feet, 0 inches,
Total Square Foot Area: 162 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 Fiftieth Ward).

Arranged under the following subheadings:

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

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 and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Hutchinson (9th Ward)	S. Eberhart Avenue (east side) between E. 110th Place and E. 111th Street -- at all times;
Santiago (31st Ward)	W. North Avenue, at No. 3506 -- 4:00 P.M. to 12:00 P.M. -- Monday through Saturday;
Kotlarz (35th Ward)	W. Fullerton Avenue (north side) from a point 37 feet east of N. Bernard Street to a point 25 feet east thereof.

Referred--PROPOSED ORDINANCE TO DISCONTINUE LOADING ZONE ON PORTION OF E. 73RD STREET.

Alderman Bloom (5th Ward) presented a proposed ordinance to discontinue the loading zone at

E. 73rd Street (north side) from a point 145 feet west of S. South Shore Drive to a point 25 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday; which was *Referred to the Committee on Traffic Control and Safety.*

*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>
Sherman (21st Ward)	S. Bishop Street, between W. 95th Street and W. 97th Street --southerly;
Henry (24th Ward)	W. Lexington Street, No. 4000 Block --easterly.

*Referred--*PROPOSED ORDINANCE TO AMEND AREA ON RESTRICTION
OF MOVEMENT OF VEHICULAR TRAFFIC ON PORTION
OF S. SANGAMON ST.

Alderman Sherman (21st Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on S. Sangamon Street, from W. 87th Street to W. 85th Street (instead of S. Sangamon Street, from W. 88th Street to W. 85th Street); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO LIMIT PARKING OF VEHICLES
DURING SPECIFIED HOURS ON PORTION OF E. 50TH ST.

Alderman Evans (4th Ward) presented a proposed ordinance to limit the parking of vehicles to two-hour periods on the north side of E. 50th Street from S. Dorchester Avenue to the vacant lot west thereof from 8:00 A.M. to 10:00 A.M. and 4:00 P.M. to 6:00 P.M.; 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>
Beavers (7th Ward)	S. Green Bay Avenue (both sides) in the 8300 block; E. 76th Street (both sides), from S. Colfax Avenue to S. Yates Avenue;
Kellam (18th Ward)	W. 79th Street (south side), from S. Tripp Avenue to a point 50 feet east thereof;

Krystyniak (23rd Ward)	S. Nagle Avenue, at No. 5432 (except for handicapped); W. 53rd Street (north side), from a point 90 feet west of S. Knox Avenue to a point 85 feet west thereof;
Henry (24th Ward)	S. Hamlin Avenue, at No. 1632 (except for handicapped);
Hagopian (30th Ward)	W. Drummond Place (north side), from a point 150 feet east of N. Kildare Avenue to a point 80 feet east thereof;
Gabinski (32nd Ward)	N. Marshfield Avenue, from No. 1848 to the first alley south thereof; N. Paulina Street, from No. 1849 to the first alley south thereof;
Banks (37th Ward)	N. Neenah Avenue, at No. 3133 (except for handicapped);
O'Connor (40th Ward)	N. Richmond Street, at No. 4346 (driveway);
Pucinski (41st Ward)	N. Overhill Avenue (both sides), from No. 7152 to W. Touhy Avenue;
Natarus (42nd Ward)	N. Michigan Avenue (east side) from a point 96 feet south of E. Chicago Avenue to a point 55 feet south thereof; N. Michigan Avenue (east side), from a point 20 feet north of E. Superior Street to a point 100 feet north thereof;
Schulter (47th Ward)	W. Montrose Avenue at No. 2548 (in front of driveway--tow-away zone);
Stone (50th Ward)	W. Howard Street, at No. 2711; W. Loyola Avenue at Nos. 1950-1958 (driveway).

Referred--PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST
PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION
OF S. PULASKI ROAD.

Alderman Stemberk (22nd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on both sides of S. Pulaski Road between W. 31st Street and W. 33rd Street from 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M., except Saturday, Sunday and holidays; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO ESTABLISH "RESIDENT PERMIT
PARKING ZONE" FOR VEHICLES DURING SPECIFIED HOURS
ON PORTION OF S. MOBILE AV.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to establish a "Resident Permit

Parking Zone" for vehicles on S. Mobile Avenue (both sides), in the 5400 block from 8:00 A.M. to 11:00 A.M. on Monday through Friday; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDER FOR INSTALLATION OF TRAFFIC
CONTROL SIGNALS.

Alderman Pucinski (41st Ward) presented a proposed order for the installation of automatic traffic-control signals at the intersection of W. Foster Avenue and N. East River Road; 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. 50th Street and S. Dorchester Avenue -- -- "Stop";
Beavers (7th Ward)	E. 78th Street and S. Burnham Avenue -- -- "Stop";
	E. 78th Street and S. Colfax Avenue -- "Stop";
	E. 82nd Street and S. Saginaw Avenue -- -- "Stop";
	E. 85th Street and S. Essex Avenue -- "Stop";
Madrzyk (13th Ward)	S. Kenneth Avenue and W. 58th Street -- -- "Stop";
Langford (16th Ward)	S. Carpenter Street and W. 56th Street -- -- "Stop";
Kellam (18th Ward)	W. 80th Street and S. California Avenue -- -- "4-Way Stop";
Sherman (21st Ward)	W. 98th Street and S. Throop Street -- "4- Way Stop";
	S. Union Avenue and W. 100th Street -- -- "Stop";
Krystyniak (23rd Ward)	W. 54th Street and S. Nottingham Avenue-- -- "4-Way Stop";
Smith (28th Ward)	W. Congress Parkway and S. Millard Avenue-- -- "Stop";
	W. Fifth Avenue and S. Millard Avenue-- -- "Stop";
	In front of No. 3631 S. Fifth Avenue-- "Stop";

Frost (34th Ward)

W. 117th Street and S. Laflin Street--"Stop";

W. 118th Street and S. Bishop Street--"Stop";

W. 118th Street and S. Justine Street--"Stop";

Natarus (42nd Ward)

W. Hubbard Street and N. Kingsbury Street--
"3-Way Stop";W. Illinois Street and N. Kingsbury Street--
"3-Way Stop";N. Kingsbury Street and W. Kinzie Street--
"2-Way Stop";W. Superior Street and N. Hudson Avenue--
"4-Way Stop";

Orbach (46th Ward)

W. Byron Street and N. Janssen Avenue--
"4-Way Stop";N. Seminary Avenue and W. Dakin Street--
"Stop."

*Referred--*PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE
TONS FOR VEHICLES IN SPECIFIED AREA.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on certain public ways in the area bounded by N. Pulaski Road, N. Kimball Avenue, W. Irving Park Road and W. Montrose Avenue (with the exception of N. Elston Avenue); which was *Referred to the Committee on Traffic Control and Safety.*

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 SHEAHAN (19th Ward):

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 26-J bounded by

W. 103rd Street; S. Hamlin Avenue; a line 126.57 feet south of W. 103rd Street; a line 140.65 feet west of S. Hamlin Avenue; a line 253.14 feet south of W. 103rd Street; and S. Avers Avenue.

BY ALDERMAN MELL (33rd Ward):

To classify as a C1-2 Restricted Commercial District instead of B4-1 Restricted Service and R3 General Residence Districts the area shown on Map No. 5-J bounded by

W. Fullerton Avenue; a line 96.15 feet east of N. Kimball Avenue; the alley next south of W. Fullerton Avenue; the alley next east of N. Kimball Avenue; a line 41.93 feet south of the alley next south of W. Fullerton Avenue; and N. Kimball 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:

<i>Alderman</i>	<i>Claimant</i>
Evans (4th Ward)	Alvin Monroe;
Krystyniak (23rd Ward)	Rose M. Pepe, Mrs. E. Trzesniak;
Nardulli (26th Ward)	Jose Dritz.

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 ORDER FOR PERMISSION TO INSTALL SPECIFIED
PLANTERS AT CERTAIN LOCATION.

A proposed order to grant permission to Quantum Properties, c/o Stephen A. Rebarchak, No. 179 W. Washington Street, to install six concrete round planters near above premises, etc.--*Referred to the Committee on Streets and Alleys*.

Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.

Also three proposed orders to issue permits to construct, maintain and use specified canopies attached to certain buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Berghoff Restaurant Co., No. 17 W. Adams Street -- to maintain and use an existing canopy;

Shetland Properties of Chicago, Inc., No. 1801 S. Lumber Street -- to construct, maintain and use three canopies;

T B & Z Realty and Management Corp., No. 2 N. Riverside Plaza -- to maintain and use an existing canopy.

Referred--PROPOSED ORDER FOR PERMISSION TO INSTALL BULLETIN
BOARDS AT SPECIFIED LOCATION.

Also a proposed order to grant permission to The Chinese Women's Club of Chicago, No. 250 W. 22nd Place, to erect and install bulletin boards 7 feet, 7 and ½ inches in height and 5 feet, 0 inches in width on the sidewalk in front of Nos. 2202 and 2259 S. Wentworth Avenue.--*Referred to the Committee on Zoning*.

Presented by

ALDERMAN SAWYER (6th Ward):

**Commendations Extended to St. Clotilde Catholic Church on Occasion
of Their First Homecoming Celebration.**

A proposed resolution reading as follows:

WHEREAS, Saint Clotilde Catholic Church, located at No. 8430 South Calumet Avenue, Chicago, Illinois, under the auspices of Reverend Robert L. Melcher, Pastor is a beacon to our community; and

WHEREAS, Saint Clotilde Catholic Church provides spiritual guidance to the Chatham Community along with providing for our sick, baptisms, communion, comfort to the bereaved, administers the rites of holy matrimony and provides a refuge to the homeless; and

WHEREAS, Saint Clotilde's Center for Personalized Learning is also steeped in the tradition of St. Clotilde Catholic Church and thus is dedicated to perpetuating education, christian living and community awareness for our youth; then

Let It Be Known By All Good People of Faith, That Sunday, October 30, 1983 is Saint Clotilde's Day in the Celebration of their First Homecoming Celebration; and

Be It Further Resolved, That all good people of the community, past and present are hereby summoned to join the membership of Saint Clotilde to revive the act of fellowship and participate in this First Homecoming Celebration of Saint Clotilde Catholic Church.

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

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

**Referred--PROPOSED ORDERS FOR INSTALLATION OF SIGNS/SIGNBOARDS
AT SPECIFIED LOCATIONS.**

Also two proposed orders for installation of signs/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

Issue sign permit to Outdoor Media, Inc., No. 300 N. State Street, Suite No. 5706, Chicago, IL 60610-- install sign/signboard at Nos. 7127-7129 S. State Street for general advertisers, various copy;

Issue sign permit to Outdoor Media, Inc., No. 300 N. State Street, Suite No. 5706, Chicago, IL 60610--install sign/signboard at No. 9443 S. State Street for general advertisers, various copy.

Presented by

**ALDERWOMAN HUMES (8th Ward), ALDERMAN EVANS (4th Ward),
ALDERMAN HUTCHINSON (9th Ward) and
ALDERMAN FROST (34th Ward):**

Tribute to Late Woodrin Eugene (Woody) Kee.

A proposed resolution reading as follows:

WHEREAS, Almighty God, in His infinite mercy and wisdom, called Woodrin Eugene Kee to his eternal reward on October 10, 1983, at the young age of forty-one; and

WHEREAS, Mr. Kee served the City of Chicago and its citizens faithfully as a staff member of the Department of Planning and various positions in the Department of Housing and Urban Development; and

WHEREAS, Mr. Kee was an active member in his community, deeply involved with the Boy Scouts of America, Institute of Cultural Affairs, and the Chicago Maritime Society; and

WHEREAS, Mr. Kee was a vibrant participant and had a consistent voice for freedom and equality, and in such served as Secretary for the Greater First Congressional District Combined Task Forces, Vice Chairman of the First Congressional District Housing Task Force and organizer with the "A George Washington for Harold Washington" campaign committee; and

WHEREAS, Mr. Kee was a tower of strength in his community. Concerned, involved, sensitive, truly a standout character that taught by example and shared all his possessions; and

WHEREAS, Mr. Kee was a graduate of Drake University and a William J. Cook scholar, and a graduate of Harvard University with a Master's Degree in Public Administration, and was a HUD Career Education Fellow; and

WHEREAS, Woodrin Eugene Kee will be greatly missed and fondly remembered by his beloved wife Gwendolyn, his son Kevin, his father Eugene, his mother Jadean Lytle, his stepfather William Lytle; two brothers, Douglas and Daryll, as well as all those who knew and loved him; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago, in a meeting assembled this 20th day of October, A.D., 1983, do hereby express their sense of loss at the passing of Woodrin Eugene Kee, and extend to his family their sincere condolences on this occasion of their profound loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the family of Mr. Kee as a permanent remembrance of the love and affection of the citizens of Chicago.

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

On motion of Alderwoman Humes, the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Gratitude Expressed to Mayor of Paris, Etc. for
Hospitality Shown to City.

A proposed resolution reading as follows:

WHEREAS, The City of Chicago since the Chicago Fire, has encouraged the development of its architecture and planning; and

WHEREAS, It has nurtured its architects and revered their work, among whom are to be found the names of Richardson, Sullivan, Adler, Burnham, Root, Cobb, Jenney, Bennet, Beman, Holabird, van der Rohe; and

WHEREAS, The architects of Chicago have created buildings known throughout the world as the School of Chicago; and

WHEREAS, The City of Paris, under the patronage of the Minister of Urbanism, together with the Paris Art Center, the Musee de la Seita, the Ecole nationale superieure des Beaux-Arts, the Institut Francais d' Architecture and other citizens of France have made an exhibition and celebration of the architecture of Chicago from 4 October 1983 to 14 January 1984; and

WHEREAS, The direction of this exhibition has been undertaken by Ante Glibota of Chicago and Paris, and by Frederic Edelmann of Paris who have with the collaboration of the Musee de la Seita, the Paris Art Center and the Institut Francais d'Architecture compiled for this Paris exhibition, an encyclopedia entitled "Chicago - 150 years of Architecture, 1833-1983"; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 20th day of October, 1983, express their gratitude to the Mayor of Paris, and to the Paris Art Center, the Musee de la Seita, the Ecole nationale superieure des Beaux-Arts, the Institut Francais d'Architecture for their effort and their hospitality in presenting this exhibition of the architecture of Chicago; and

Be It Further Resolved, That the Mayor of the City of Chicago and the City Council express its gratitude to Ante Glibota and Frederic Edelmann for their tireless effort and scholarship in preparation of this exhibition; and

Be It Further Resolved, That this exhibition be brought to the attention of the Chicago Public Library, the Chicago Historical Society and the Commission on Chicago Historical and Architectural Landmarks with the recommendation that all available printed material on this Paris exhibition be included in their archives.

Alderman Vrdolayk 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 Vrdolayk the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

Referred--PROPOSED ORDERS FOR INSTALLATION OF
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Two proposed orders for installation of signs/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

Issue sign permit to Outdoor Media, Inc., No. 300 N. State Street, Suite No. 5706, Chicago, IL 60610--install sign/signboard at No. 4219 S. Cicero Avenue for general advertisers, various copy;

Issue sign permit to Outdoor Media, Inc., No. 300 N. State Street, Suite No. 5706, Chicago, IL 60610--install sign/signboard at No. 3620 W. 38th Street for general advertisers, various copy.

Presented by

ALDERMAN BURKE (14th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order to issue a permit to Mayer and Lillian Stern to maintain and use an existing canopy attached to the building or structure located at Nos. 3149-3163 W. 63rd Street.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BRADY (15th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPIES.

A proposed order to issue a permit to Bethany Missionary Baptist Church to maintain and use five existing canopies attached to the building or structure located at No. 1718 W. 63rd Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

*Referred--*PROPOSED ORDINANCE TO EXTEND RE-REGISTRATION
DATE FOR CURRENTLY REGISTERED FIREARMS.

A proposed ordinance, presented by Aldermen Sheahan, Kelley, Huels, Roti, Vrdolyak, Schultzer, Pucinski, and Volini, to extend the re-registration date for currently registered firearms to December 31, 1983.--*Referred to the Committee on Police, Fire and Municipal Institutions.*

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

*Referred--*PROPOSED ORDERS FOR PAVING OF SPECIFIED ALLEYS
BY SPECIAL ASSESSMENT.

Four proposed orders for the paving with concrete, by special assessment, specified public alleys, which were *Referred to the Committee on Streets and Alleys*, as follows:

North-south alley bounded by W. 51st Street, S. Archer Avenue, S. Cicero Avenue, and S. Keating Avenue;

North-south alley bounded by W. 53rd Street, the railroad tracks, S. Kilpatrick Avenue, and S. Knox Avenue;

North-south alley bounded by W. 53rd Street, the railroad tracks, S. Keating Avenue, and S. Kilpatrick Avenue;

North-south alley bounded by W. 53rd Street, the railroad tracks, S. Cicero Avenue, and S. Keating Avenue.

Presented by

ALDERMAN W. DAVIS (27th Ward):

*Referred--*PROPOSED ORDER TO MAINTAIN EXISTING CANOPY.

A proposed order to issue a permit to West Loop Associates, to maintain and use an existing canopy attached to the building or structure located at Nos. 641-649 W. Fulton Market.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

A proposed order to issue a sign permit to A.M. Carson, Ltd., No. 10 E. Sauk Trail, South Chicago Heights, IL 60411, to install a sign/signboard at No. 2834 N. Ashland for McDonald's.--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN MELL (33rd Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Garden City Envelope Co. to maintain and use an enclosed bridge over and across W. Wellington Avenue connecting the second floor level of the offices of said grantee in the premises known as No. 2525 W. Wellington Avenue with the corresponding floor in the warehouse at No. 2526 W. Wellington Avenue with said bridge to be located approximately one hundred fifty (150) feet west of the west line of N. Campbell Avenue.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order to issue a permit to Hebe Lounge, Inc., d/b/a Tony's, to maintain and use an existing canopy attached to the building or structure located at No. 2824 W. Fullerton Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred--PROPOSED RESOLUTION ORDERING CORP. COUNSEL TO
APPEAR BEFORE ILLINOIS COMMERCE COMM. ON HEARING
DATE TO CONSIDER CERTAIN UTILITY RATE
INCREASE.

A proposed resolution ordering the Corporation Counsel to appear before the Illinois Commerce Commission on the hearing date set by the Commission to consider the utility rate increase forwarded by People's Gas, and to oppose said increase on behalf of the City of Chicago and its residents.--*Referred to the Committee on Public Utilities.*

Presented by

ALDERMAN O'CONNOR (40th Ward):

Commemoration of Greek National Holiday Known as "Oxi" Day.

A proposed resolution reading as follows:

WHEREAS, October 28, 1983, marks the forty-third anniversary of General Metaxas, the leader of Greece, being awakened by the Fascist's Italian Minister in Athens who demanded passage for Italian troops to certain unspecified strategic points in Greece, in effect occupation, to which Metaxas instantly replied "oxi," which is the Greek word for "no"; and

WHEREAS, As a result of this response, Fascist forces invaded Greece on the morning of October 28, 1940; and

WHEREAS, The Greek people had offered no provocation and desired to avoid war at all costs; and

WHEREAS, The small, ill-equipped Greek Army fought so desperately and brilliantly that the Fascist soldiers were driven from Greece within four weeks; and

WHEREAS, The fascist invaders had not reckoned with the Greek instinct to resist invaders at all costs; and

WHEREAS, This day of October 28th is one of the most solemn and important holidays of the Greek people; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered in a meeting this 20th day of October, A.D., 1983, do hereby offer our heartiest congratulations and extend our best wishes to the Greek people of Chicago and the rest of the world on this anniversary of such a solemn holiday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Greek Counsel General in Chicago and the Greek community in the City of Chicago.

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*.

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also a proposed order to issue a sign permit to Outdoor Media, Inc., No. 300 N. State Street, Suite No. 5706, Chicago, IL 60610, to install a sign/signboard at No. 4900 N. Western Avenue for general advertisers, various. copy.--*Referred to the Committee on Zoning*.

Presented by

ALDERMAN O'CONNOR (40th Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION DIRECTING DEPT. OF HEALTH
TO STAFF CENTRAL MENTAL HEALTH CENTER AND NORTH
PARK VILLAGE.

A proposed resolution, presented by Aldermen O'Connor, Roti, Rush, Evans, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach and Volini, directing the Department of Health of the City of Chicago to maintain the present level of service and staff at the Central Mental Health Center and its North Park Village facility.--*Referred to the Committee on Health*.

Presented by

ALDERMAN NATARUS (42nd Ward):

Drafting of Ordinance Directed for Vacation of
Specified Public Way.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for

the vacation of W. Oak Street lying between the southwesterly line of N. Crosby Street and the northeasterly line of N. Kingsbury Street for Crosby Cold Storage Freezer Inc. (No. 4-42-83-858); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

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**Congratulations Extended to Weizmann Institute of
Science for Their Achievements and to
Charles W. Lubin on Occasion of His
80th Birthday.**

Also a proposed resolution reading as follows:

WHEREAS, The Weizmann Institute of Science located in the town of Rehovot in the State of Israel is one of the most prestigious centers of scientific research and graduate study in the world; and

WHEREAS, The Weizmann Institute of Science is devoted to research and teaching in the natural sciences with 21 research units grouped into 5 faculties, namely Biology, Biophysics, Biochemistry, Chemistry, Mathematics and Physics, which are engaged in such research projects such as the prevention of cancer by determining the intricate process by which cells develop, the prevention of water shortage by the development of more economic methods of water desalination, the secret of life itself by studying the processes of aging, the prevention of disease through the study of anti-body rejection, the prevention of the loss of life and property by the development of better earthquake measuring devices and much more; and

WHEREAS, The American Committee for the Weizmann Institute of Science has chosen this year to honor Charles W. Lubin at a dinner to be held on the thirtieth day of October, Nineteen Hundred Eighty-three, as well as celebrate his 80th birthday; and

WHEREAS, The proceeds of this dinner will be applied to the establishment of the Charles W. Lubin International Center for Plant Genetics to be located at the Weizmann Institute of Science, assisting the Institute in its current search for biological and technological solutions to the problem of world hunger, an important activity being the upgrading of bread wheat, the most important staple crop in the world, in yield and protein content; and

WHEREAS, Charles W. Lubin has contributed and worked with unselfish devotion on behalf of the Weizmann Institute of Science by serving as a member of its Board of Directors, has established the Charles W. and Tillie K. Lubin Chair in Hormone Research and founded the Charles W. and Tillie K. Lubin Building for Biological Sciences, and is responsible for the enlargement and refurbishing of the Cytogenetics Laboratory, all located at the Weizmann Institute of Science; and

WHEREAS, Charles W. Lubin has had an outstanding business and professional career, having founded the "Kitchens of Sara Lee," and has served as Vice President and member of the Board of Directors of Consolidated Foods Corporation, a member of the Board of Directors of UNR Industries, Inc., CFS Continental, Inc., General Felt Industries, Inc., and Nabisco, Inc.; and

WHEREAS, Charles W. Lubin has displayed throughout his business and professional career the highest standards of good character, integrity, and loyalty, and given of himself untirelessly and unselfishly toward the betterment of this community which has honored him by presenting to him the following awards and honors; Horatio Algers Award in 1968, Brandeis University Fellow in 1973, Golden Plate Award of the American Academy of Achievement in 1975, Director of the Year Award of General Felt Industries in 1976, and the Igloo Award of Midwestern Frozen Foods Association in 1978; now, therefore,

Be It Resolved, By the Mayor and the Members of the City Council of the City of Chicago assembled this Twentieth Day of October, Nineteen Hundred Eighty-three, do hereby congratulate the Weizmann Institute of Science on their achievements in science, dedicated to the betterment of mankind, and Charles W. Lubin on this memorable event, a tribute to his outstanding career in business and industry and his great accomplishments on behalf of charitable, philanthropic causes, and the betterment of this community, and they do hereby wish him a most happy Eightieth Birthday with many happy returns.

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, 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 Chicago Blooms, Inc. to maintain and use a portion of the sidewalk adjacent to the property commonly known as No. 1149 State Street which is to be utilized for the display of seasonal floral merchandise.--*Referred to the Committee on Streets and Alleys*.

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also two proposed orders to issue 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:

Germania Club, No. 108 W. Germania Place;

Velsicol Chemical Corp., Nos. 540 N. McClurg Court and 351 E. Ohio Street.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING
CANOPY.

A proposed order to issue a permit to Miriam, Inc. d/b/a Chef Eduardo's Ristorante, to maintain and use an existing canopy attached to the building or structure located at No. 1640 N. Wells Street.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 26 OF
MUNICIPAL CODE CONCERNING ESTABLISHMENT OF
CHICAGO PUBLIC WORKS HIRING ORDER.

A proposed ordinance to amend the Chicago Municipal Code, Chapter 26, by the additions of new Sections 27, 28, and 29 concerning the establishment of the Chicago Public Works Hiring Order.--*Referred to the Committee on Employment*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED RESOLUTION TO NAME NEW C.T.A. PLAZA
AT SPECIFIED LOCATION AS "LUDWIG MIES VAN DER ROHE
PLAZA".

A proposed resolution to name the new CTA Plaza at N. Western Avenue and W. Leland Avenue as "Ludwig Mies van der Rohe Plaza" after one of the leading architects of the 20th Century.--*Referred to the Committee on Beautification and Recreation.*

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

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

Free Permits:

BY ALDERMAN NARDULLI (26th Ward):

The Catholic Archdiocese of Chicago--for the construction of a driveway on the premises known as No. 527 N. Paulina Street.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, sundry locations--for electrical installations (3), the installation of a fire alarm box (1), renovation of the Healthplus Facility (1) and the renovation of patient washroom shafts (1).

License Fee Exemptions:

BY ALDERMAN EVANS (4th Ward):

Church Home, No. 5445 S. Ingleside Avenue.

BY ALDERMAN MADRZYK (13th Ward):

Southwest Cooperative Preschool, No. 3505 W. 63rd Street.

BY ALDERWOMAN VOLINI (48th Ward):

Northside Y.W.C.A. Child Development Center, No. 5244 N. Lakewood Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN KELLEY (20th Ward):

Harriet Williams Y.M.C.A., No. 6200 S. Drexel Avenue--boiler and elevator inspections (2).

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue--elevator inspection.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (December 15, 1982).

Alderman Burke moved to *Correct* the said printed Official Journal of the Proceedings of December 15, 1982, as follows:

Page 14021 - by deleting the word "*designated*" appearing in the first line from the top of the page and inserting the word "*designating*" in lieu thereof.

The motion *Prevailed*.

Journal (October 12, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 12, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS

Alderman Vrdolyak presented a motion which reads as follows:

"Pursuant to the 1981 Illinois Revised Statutes, Chapter 24, Section 3-11-19, I respectfully move to reconsider the vote, vetoed by His Honor the Mayor, by which an ordinance was passed on September 28, 1983, which ordinance appears at Council Journal pages 2245 and 2246."

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--27.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

Alderman Vrdolyak then presented the following motion:

"Pursuant to the 1981 Illinois Revised Statutes, Chapter 24, Section 3-11-19, I respectfully move passage of the ordinance appearing at Council Journal pages 2245 and 2246, notwithstanding the veto of His Honor the Mayor."

The motion *Lost* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--28.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

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 Thursday, the twentieth (20th) day of October 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the thirty-first (31st) day of October, 1983, at 2:00 P.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 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.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, October 31, 1983, at 2:00 P.M. in the City Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.

