

COPY



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

Regular Meeting—Monday, October 31, 1983

at 2:00 P.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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.

Absent--Aldermen Madrzyk, Kellam, Laurino.

Call to Order.

On Monday, October 31, 1983 at 2:00 P.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, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--44.

Quorum present.

On motion of Aldermen Majerczyk, Sheahan and Cullerton respectively, it was ordered noted in the Journal that Aldermen Madrzyk, Kellam and Laurino were absent due to illness.

Invocation.

Dr. Wilfred Reid, Pastor, St. Stephen A.M.E. Church, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 14 BY ADDITION
OF NEW SECTION 14-12 CONCERNING POWERS OF WARD
SUPERINTENDENTS.

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 31, 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 Streets and Sanitation, I transmit herewith an ordinance adding a new Section 14-12 to Chapter 14 of the Municipal Code of the City of Chicago which would empower ward superintendents and designated subordinates to serve sanitation violation summonses on violators.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE LOAN FOR DISABLED
ADULTS RESIDENTIAL ENTERPRISES (D.A.R.E.).

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 31, 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 approving a loan in the amount of \$219,500 for Disabled Adults Residential Enterprises ("D.A.R.E.").

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR SECOND AMENDMENT
TO GRANT AGREEMENT BETWEEN CITY AND F.A.A. FOR PROJECTS
AT O'HARE INTERNATIONAL 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 31, 1983.

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

LADIES AND GENTLEMEN--At the request to the Commissioner of the Department of Aviation, transmitted herewith is a grant amendment between the City of Chicago and the Federal Aviation Administration for additional projects at Chicago O'Hare International Airport.

Your favorable consideration of this matter will be greatly appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHICAGO ZONING ORDINANCE
FOR CENTRAL AREA PARKING PLANNED DEVELOPMENT IN
SPECIFIED LOCATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 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 Planning, I am transmitting herewith copies of an application for an amendment to the Chicago Zoning Ordinance for a Central Area Parking Planned Development for the area located at South State Street and West Van Buren Street which is part of the South Loop Commercial District.

Enactment of the ordinance by the City Council would greatly facilitate this project.

Thank you for your consideration of this matter.

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

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

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

Proclamations.

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

"SIDNEY SHELDON DAY IN CHICAGO":
October 20, 1983;

"TILDEN TECH HALL OF FAME DAY":
October 21, 1983;

"WOMEN EMPLOYED DAY IN CHICAGO":
October 21, 1983;

"AMERICAN-JAPANESE BUSINESS DAY IN CHICAGO":
October 24, 1983;

"BLACK CONTRACTORS UNITED COALITION DAY IN CHICAGO":
October 28, 1983;

"THE CENTRAL STATES ANSWERING ASSOCIATION DAYS IN CHICAGO":
October 28-29, 1983;

"RUN THE BOULEVARD DAY IN CHICAGO":
October 30, 1983;

"AMMCOP ECONOMIC DIGNITY DAY IN CHICAGO":
November 5, 1983;

"BOJANGLES' FAMOUS CHICKEN-N-BISCUIT RESTAURANT DAY IN CHICAGO":
November 5, 1983;

"MIA RECOGNITION DAY IN CHICAGO":
November 11, 1983.

Acceptances and Bonds Under Ordinances.

Also acceptances and bonds under ordinances as follows:

Boler Investments, Inc.: Acceptance and bond under an ordinance passed on July 27, 1983 (railroad switch track); filed on October 25, 1983;

Catholic Bishop of Chicago: Acceptance and bond under an ordinance passed on July 27, 1983 (tunnel); filed on October 25, 1983;

Franklin Press, Ltd.: Acceptance and bond under an ordinance passed on March 31, 1983 (vaulted sidewalk space); filed on October 25, 1983;

General Mills, Inc.: Acceptance and bond under an ordinance passed on June 28, 1983 (railroad switch track); filed on October 25, 1983;

Harris Trust & Savings Bank, U/T No. 7289: Acceptance and bond under an ordinance passed on July 27, 1983 (loading platform); filed on October 25, 1983;

Peoples Store of Roseland: Acceptance and bond under an ordinance passed on August 31, 1983 (pedestrian bridge, etc.); filed on October 25, 1983;

St. Rita of Cascia College: Acceptance and bond under an ordinance passed on July 27, 1983 (tunnel); filed on October 25, 1983;

Shetland Properties of Chicago, Inc.: Acceptance and bond under an ordinance passed on July 27, 1983 (railroad switch track); filed on October 25, 1983;

Tishman Midwest Management Corporation: Acceptance and bond under an ordinance passed on June 28, 1983 (subsurface vaulted area); filed on October 25, 1983;

Traders Building Venture: Acceptance and bond under an ordinance passed on March 31, 1983 (vaulted sidewalk space); filed on October 25, 1983;

University of Chicago: Acceptance and bond under an ordinance passed on July 27, 1983 (pipe trench); filed on October 25, 1983.

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 20, 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 31, 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 20, 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 31, 1983.

*Filing of Certified Copies of Ordinances with County Clerks
of Cook and Du Page Counties.*

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties on the date noted, an ordinance passed by the City Council on August 31, 1983:

Ordinance granting authority for Issuance of General Obligation Notes (Corporate Fund) Series of October, 1983 of City of Chicago.

Filed with the County Clerks of Cook and Du Page Counties on October 27, 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:

*City Comptroller's Quarterly Reports for Period
Ended September 30, 1983.*

The following document was received in the City Clerk's Office from Walter K. Knorr, City Comptroller, which was *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ending September 30, 1983;

Statement of Funded Debt as at September 30, 1983;

City of Chicago Corporate Fund: Statement of Floating Debt as at September 30, 1983.

—
*City Comptroller's Quarterly Report for Municipal
Hotel Operators' Occupation Tax.*

Also a report from Walter K. Knorr, City Comptroller, addressed to the Mayor and Members of the City Council, transmitting the quarterly report of amounts expended in the Municipal Hotel Operators' Occupation Tax Fund.--*Placed on File*:

—
Zoning Reclassifications of Particular Areas.

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

Armanetti, Inc.--to classify as a B4-4 Restricted Service District instead of an R5 General Residence District the area shown on Map No. 3-F bounded by

a line 91.75 feet south of and parallel to W. North Avenue; N. Park Avenue; a line 141.84 feet south of and parallel to W. North Avenue; and a line 113.18 feet west of and parallel to N. Park Avenue;

Ford City Bank & Trust Company--to classify as a B4-1 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 12-M bounded by

Archer Avenue; S. Central Avenue; the northerly right of way of the I.H.B. Railroad; and a line 336 feet west and parallel to S. Central Avenue as measured along the south line of Archer Avenue;

Frank M. Frasco--to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 7-M bounded by

W. Barry Avenue; the alley next east of and parallel to N. Austin Avenue; a line 60 feet south of and parallel to W. Barry Avenue; and N. Austin Avenue;

Greenview Joint Venture, sole beneficiary of LaSalle National Bank Land Trust No. 10-34017-09--to classify as a R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-G bounded by

the alley next south of and parallel to W. Fullerton Avenue; a line 128 feet east of and parallel to N. Greenview Avenue; a line 150 feet south of and parallel to the alley next south of W. Fullerton Avenue; and N. Greenview Avenue;

Plough Broadcasting Company (WJJD Radio)--to classify as a Communications Planned Development by supplementing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E in area of No. 180 N. Michigan Avenue;

Urban Investment and Development Company--to classify as a Residential-Business Planned Development instead of B6-6 Restricted Central Business and B7-6 General Business Districts the area shown on Map No. 3-E bounded by

E. Walton Street; N. Michigan Avenue; E. Delaware Place; a line 288.10 feet west of and parallel to N. Michigan Avenue; a line 43.09 feet north of and parallel to E. Delaware Place; a line 100.05 feet east of and parallel to N. Ernst Court; a line 68.05 feet northwest of E. Delaware Place as measured along the east line of N. Ernst Court; and N. Ernst Court;

Westinghouse Broadcasting and Cable, Inc. (WIND Radio)--to classify as a Communications Planned Development by supplementing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E in area of

No. 625 N. Michigan Avenue.

—
Claims Against the City of Chicago.

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

Allstate Ins. Co. (3) Dennis Hughes, Wilfred Lee and Guy Rosendahl;

Bahary Mohamad S., Berry Herman E., Bottazzi (Ricci) Angeline, Brimer John F. and Leslye, Brothers 5 Inc.;

Cratic Denise, Culver George C.;

Economy Fire & Cas. Co. and Raymond Rogers, Egebergh & Bender;

Farmers Ins. Group and Richard Berry, Feldpausch Edward C., Foley Basil A., Food Ingredients Inc., Fuentes Juanita;

Gallant Joseph, Gomez Camilo F., Green M. Mr.;

Hamedani Ali Mansour, Hammond Dolores B., Hardmon Mary E., Harris Leon C., The Hartford and Sarah Kooser, Hurst Stephen G.;

Jacobs Scott, Jennings Beverly, Johnson Daniel;

Kacprzyk Lucjan, Kahn Naomi R., Kuk Herman;

Levy Philip, Lockridge Ruey, Lugo Ines;

McDonald's Corp., Meagher Catherine B., Montgomery Ward Ins. and Jimmie Frazier;

Offermann Dennis M., Olswanger Rick, Orlando Florence;

Penner Peter S., Perez Cesar;

Quinn Delores;

Recovery Services and TDI/Winston Network, Richards Roscoe, Rodriguez Sigfredo;

Sewra Richard and Geri, State Farm Ins. Co. (2) Mr. & Mrs. Struzik and Fred and Evelyn Williams, Sublett James;

Walker Elizabeth M., Wilson Ethelyn;

Yellow Cab Co.

*Approval by Chicago Plan Comm. and Dept. of
Planning of Certain Proposals.*

Also copies of resolutions adopted by the Chicago Plan Commission on September 22 and October 20, 1983, and reports of the Department of Planning, approving the following proposals, which were Placed on File:

September 22, 1983

Disposition of Vacant City-Owned Property.

<i>Referral Numbers</i>	<i>Address</i>
83-142-02	3006 South Wentworth Avenue
83-143-02	1003-05 West 31st Street
83-144-02	6608-10 South Maryland Avenue
83-145-02	3123 West Fifth Avenue
83-146-02	8904 South Cottage Grove Avenue
83-147-02	2904 South Wentworth Avenue
83-148-02	1500-08 West 59th Street
83-149-02	1451 West 73rd Place
83-150-02	6244 South Laflin Avenue
83-151-02	3151 South Canal Street
83-152-02	1718 West Wellington Avenue

Department of Public Works Project.

83-153-06	Wells Street Viaduct Improvement- Chicago River to Hubbard Street
83-154-06	Austin Boulevard Reconstruction-North Avenue to Roosevelt Road
83-155-06	Damen Avenue - 33rd Street to 34th Street - Viaduct Clearance Improvement
83-156-06	Chicago Avenue - Kilpatrick Avenue to Kilbourn Avenue - Viaduct Clearance Improvement
83-157-06	87th Street - Ingleside Avenue to Avalon Avenue - Viaduct Clearance Improvement
83-160-06	North Avenue - Bosworth Avenue to Elston Avenue - Viaduct Improvement
83-161-06	Rehabilitation of Vincennes Avenue -119th Street to 87th Street

Department of Urban Renewal.

83-158-08	Amendment No. 2 to the 69th-South Chicago Redevelopment Plan
83-159-08	Amendment No. 6 to the Central Englewood Urban Renewal Plan

Disposition of Vacant City-Owned Property.

83-162-02	3800 South Prairie Avenue/215-25 East 38th Street
83-163-02	4259 West Monroe Street
83-164-02	5933 South Parnell Avenue
83-165-02	713-15 North Lawndale Avenue
83-166-02	1224-36 West Kinzie Avenue

83-167-02	738 South Karlov Avenue
83-169-02	1221-23 North California Avenue/2741-43 North Crystal Street
83-170-02	600 West 47th Street/4648 South Wallace Street
83-172-02	3833-35 South Indiana Avenue
83-173-02	2547 West Monroe Street
83-174-02	208-212 South Bell Street
83-175-02	725-27 North Lawndale Avenue
83-176-02	4601 South Vincennes Avenue
83-177-02	2212-16 East 68th Street
83-178-02	2002 South Throop Street

Department of Public Works.

83-156-06	Chicago Avenue, from Kilpatrick Avenue to Kilbourn Avenue, Viaduct Clearance Improvement
83-179-06	Pratt Boulevard Improvement - Ridge Boulevard to Sheridan Road
83-180-06	Ashland Avenue-Pershing Road Overpass Improvement
83-181-06	Central Park Avenue Resurfacing Improvement, Cermak Road to Roosevelt Road
83-182-06	Kostner Avenue Improvement, Armitage Avenue to Belmont Avenue
83-183-06	Van Buren Street Viaduct Reconstruction, West of the Chicago River

Department of Housing.

83-184-08	Designation of Slum and Blighted Area Redevelopment Project, Adams-Halsted

Department of Economic Development.

83-187-20	Amendment No. 3 to the Roosevelt-Halsted Redevelopment Plan
83-188-20	Designation of the Roosevelt-Western Area as a Blighted Commercial Area
83-189-20	Designation of the Belmont-Sheffield Area as a Blighted Commercial Area
83-190-20	Redevelopment Plan for Belmont-Sheffield Blighted Commercial Area.

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

The City Clerk transmitted the following communications addressed to him under the date of October 27, 1983, signed by Edwin J. Kowalski, Secretary of the Board of Local Improvements; Department of Streets and Sanitation, which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Streets and Alleys:*

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

Ward 8	Grading, paving and improving the alleys between E. 85th Street, S. Chicago Avenue, S. Yates Boulevard and S. Oglesby Avenue, etc.;
Ward 9	Grading, paving and improving the alleys between W. 122nd Street, W. 123rd Street, S. LaSalle Street and S. Wentworth Avenue, etc.;

Ward 9	Grading, paving and improving the alleys between W. Vermont Street, W. 128th Place, S. Emerald Avenue and S. Halsted Street, etc.;
Ward 13	Grading, paving and improving the alley between W. 64th Street, W. 65th Street, Chicago Union Transfer Railroad and S. Knox Avenue; etc.;
Ward 15	Grading, paving and improving the alleys between W. 68th Street, W. 69th Street, S. Oakley Avenue and S. Claremont Avenue, etc.;
Ward 18	Grading, paving and improving the alley between W. 81st Street, W. 82nd Street, S. Honore Street and S. Wolcott Avenue, etc.;
Ward 18	Grading, paving and improving the alley between W. 81st Street, W. 82nd Street, S. Wolcott Avenue and S. Winchester Avenue, etc.;
Ward 21	Grading, paving and improving the alley between W. 90th Street, W. 91st Street, S. May Street and S. Racine Avenue, etc.;
Ward 23	Grading, paving and improving the alleys between W. 50th Street, S. Archer Avenue, S. Komensky Avenue and S. Karlov Avenue, etc.;
Ward 23	Grading, paving and improving the alley between I.H.B. Railroad, W. 60th Street, S. Menard Avenue and S. Monitor Avenue;
Ward 23	Grading, paving and improving the alley between Belt Railway R.O.W., W. 60th Street, S. Monitor Avenue and S. Mayfield Avenue;
Ward 33	Grading, paving and improving the alleys between W. Eddy Street, N. Elston Avenue, N. Albany Avenue and N. Troy Street, etc.;
Ward 34	Grading, paving and improving the alley between W. 108th Street, W. 109th Street, S. Eggleston Avenue and S. Normal Avenue;
Ward 34	Grading, paving and improving the alley between W. 108th Street, W. 109th Street, S. Normal Avenue and S. Parnell Avenue;
Ward 34	Grading, paving and improving the alley between W. 111th Street, W. 111th Place, S. Aberdeen Street and S. Racine Avenue;
Ward 34	Grading, paving and improving alleys between W. 111th Street, W. 112th Street, S. Normal Avenue and S. Parnell Avenue, etc.;
Ward 41	Grading, paving and improving the alley between W. Pratt Avenue, N. Onarga Avenue, N. Olympia Avenue and N. Oxford Avenue."

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Authority Granted for Creation of Special Service Area No. 4.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the creation of a Special Service Area No. 4 in the area located on West 95th Street between S. Ashland and S. Western Avenues.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Special Service Areas may be established pursuant to the provisions of Article VII, Section 6 (L) (2) and 7(6) of the Constitution of the State of Illinois and pursuant to "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties," Ill. Rev. Stat., Ch. 120, Section 1301 *et seq.*, and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, Pursuant to an ordinance adopted August 17, 1983, the question of the establishment of the area hereinafter described as Special Service Area No. 4 was considered by the City Council of the City of Chicago at a public hearing held on September 27, 1983, after giving due notice thereof as required by Ill. Rev. Stat., Ch. 120, Section 1305; and

WHEREAS, At the aforesaid public hearing, all interested persons were given an opportunity to be heard on the question of the creation of the Special Service Area and on the question of an annual tax for special services as set forth in the Notice; and

WHEREAS, After considering the data, as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest and in the interest of the City of Chicago that said Special Service Area, as hereinafter described, be established; that said area is compact and contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local economic development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that it is in the best interests of said area that the furnishing of the special services proposed be considered for the common interests of said area; and that said area is zoned to permit commercial purposes and will benefit specially from the services proposed to be provided. The proposed special services are unique and in addition to the municipal services provided by and to the City of Chicago as a whole; now, therefore,

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

SECTION 1. A Special Service Area to be known and designated as "City of Chicago Special Service Area No. 4" is hereby established and shall consist of properties fronting on 95th Street between Ashland Avenue on the east and Western Avenue on the west. An accurate map and legal description of the area are included as exhibits No. 1 and No. 2 of this ordinance.

SECTION 2. City of Chicago Special Service Area No. ___ is established to provide special services to that area in addition to services provided by and to the City of Chicago generally. Said special services may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote economic development. An annual tax will be levied upon the property in Special Service Area in an amount sufficient to produce revenues required to provide said special services. Said tax shall not exceed the sum of two percent (2%) of the

equalized assessed value of the property within the Special Service Area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

Said tax to be collected by the Cook County Collector and transferred to a special fund account established by the City of Chicago's Department of Finance. The Department of Finance is to disburse the special tax revenues to 95th Street Special Service Area Commisison, at

SECTION 3. There is to be established a 95th Street Special Service Area Commission consisting of nine members. Each Commission member shall be appointed to serve for a term of three years, or in the case of a vacancy appointment for the unexpired portion of a term of three years, and until a successor shall be appointed and qualified, except that of the nine initial Commission members, three members shall be appointed to serve for two years and three members shall be appointed to serve for one year. The Mayor, with the approval of the City Council, shall appoint the nine initial Commission members from a list of nominees submitted by the 95th Street Business Association. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from a list of nominees submitted by the 95th Street Business Association. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve for other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the 95th Street Business Association to serve for the unexpired term. All said appointments of Commission members shall be from among the owners, employees, or lessees of property lying within the Special Service Area.

The Commission shall designate one member as the Chairman of the Commission, and he shall serve no more than two consecutive one-year terms. The Commission members shall serve without compensation.

The Commission shall establish a yearly budget, and shall advise the Mayor and City Council regarding annual taxes to be levied in the Special Service Area, and the expenditure of the budgeted funds. The Commission shall establish by-laws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the Special Service Area as are necessary to effectuate its purposes.

SECTION 4. The Special Service Area will exist and annual taxes will be levied to provide for said special services only for a period of five years from the effective date of establishment unless the City Council authorizes an additional term for the Special Service Area.

SECTION 5. The effective date of Special Service Area shall be 60 calendar days from September 27, 1983, unless 51 percent of owners of record and 51 percent of electors determined as of September 27, 1983, have filed with the City Clerk of the City of Chicago, petitions opposing establishment.

SECTION 6. This ordinance shall become effective by and from the date of passage thereof.

[Legal Descriptions and Map printed on pages 2745 through 2775
of this Journal.]

Authority Granted for Creation of Special Service Area No. 5.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the creation of a Special Service Area No. 5 in the area of Commerical Avenue from 87th Street to 93rd Street.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Special Service Areas may be established pursuant to the provisions of Articles VII, Sections 6(L)(2) and 7(6) of the constitution of the State of Illinois and pursuant to "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", Ill. Rev. Stat., Ch. 120, Section 1301 *et seq.*, and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, Pursuant to an ordinance adopted August 17, 1983, the question of the establishment of the area hereinafter described as Special Service Area No. 5 was considered by the City Council of the City of Chicago at a public hearing held on October 20, 1983 after giving due notice thereof as required by Ill. Rev. Stat., Ch. 120, Section 1305; and

WHEREAS, At the aforesaid public hearing, all interested persons were given an opportunity to be heard on the question of the creation of the Special Service Area and on the question of an annual tax for special services as set forth in the Notice; and

WHEREAS, After considering the data, as presented at the public hearing, the City Council of the City of Chicago finds that it is in public interest and in the interest of the City of Chicago that said Special Service Area, as hereinafter described, be established; that said area is compact and contiguous and constitutes the principal shopping district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, and promoting neighborhood revitalization and stability; that it is in the best interest of said area that the furnishing of the special services proposed be considered for the common interests of said area; and that said area is zoned to permit commercial purposes and will benefit specially from the services proposed to be provided. The proposed special services are unique and in addition to the municipal services provided by and to the City of Chicago as a whole; now, therefore,

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

SECTION 1. A Special Service Area to be known and designated as "City of Chicago Special Service Area No. 5" is hereby established and shall consist of the territory within the area bounded by: The legal description of the properties in said area and an accurate map of said area are attached hereto and made a part hereof.

SECTION 2. City of Chicago Special Service Area No. 5 is established to provide special services to that area in addition to services provided by and to the City of Chicago generally. Said special services will include vaulted sidewalk reconstruction and maintenance to the public way to include snow removal and sidewalk sweeping and may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities, and other technical assistance activities to promote commercial and

(Continued on page 2776)

Specimen one 4

SPECIAL SERVICE AREA - COMPREHENSIVE RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
1	25-06-317-014	GENEVIEVE C. RONEY & WALTER J. RONEY, as joint tenants	Lot 1 and South 15 feet of Lot 2 in George H. Chambers Subdivision of West 1/2 of Southwest 1/4 of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening West 95th Street).
2	25-06-318-006	BEVERLY BANK TRUST # 83760	East 1/2 of Lots 39 & 40 in George H. Chambers Subdivision, as aforesaid.
3	25-06-318-021	BEVERLY BANK TRUST # 83760	West 1/2 of Lots 39 & 40 except the North 16.78 feet thereof in George H. Chambers Subdivision, as aforesaid.
4	25-06-318-024	MELVINA CONSTRUCTION COMPANY	East 16.5 feet of North 16.78 feet of Lot 39 in George H. Chambers Subdivision, as aforesaid.
5	25-06-319-006	NICKELBERRY CATERING COMPANY	West 100 feet of Lot 41 in George H. Chambers Subdivision, as aforesaid.

Page 2

SPECIAL SERVICE AREA - OWNER OF RECORD/LLEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
6	25-06-319-010	MICHELBERY CATERING COMPANY	East 103 feet of West 203 feet of Lot 41 in George H. Chambers Subdivision of West 1/2 of Southwest 1/4 of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening West 95th Street).
7	25-06-319-011	EXCHANGE NATIONAL BANK OF CHICAGO TRUST # 1330	East 60.9 feet of Lot 41 in George H. Chambers Subdivision, as aforesaid.
8	25-06-320-019	HENRY J. RAU & LILLIAN E. RAU his wife, as joint tenants	South 50 feet of North 150 feet of Lot 79 in George H. Chambers Subdivision, as aforesaid.
9	25-06-320-020	THERESA MEYER	South 81 feet of Lot 79 in George H. Chambers Subdivision, as aforesaid.
10	25-06-320-035-8001	CITY OF CHICAGO	Lot 81 in George H. Chambers Subdivision, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Map	Owner of Record	Legal Description
11	25-06-320-035-8002	DONALD S. JATFE	Lot 81 in George H. Chambers Subdivision of West 1/2 of Southwest 1/4 of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening West 95th Street).
12	25-06-321-035	FIRST NATIONAL BANK OF EVERGREEN PARK TRUST # 4977	Lot 29 in Subdivision of Block 36 in Hillard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening 95th Street).
13	25-06-321-039	SOUTHTOWN HEALTH FOODS, INC.	Lot 25 in Subdivision of Block 36 in Hillard & Dobbins Subdivision, as aforesaid.
14	25-06-321-040	SOUTHTOWN HEALTH FOODS, INC.	Lot 24 in Subdivision of Block 36 in Hillard & Dobbins Subdivision, as aforesaid.
15	25-06-321-041	ELMER C. CARLSON INVESTMENTS, INCORPORATED	Lot 23 in Subdivision of Block 36 in Hillard & Dobbins Subdivision, as aforesaid.

Page 4

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
16	25-06-321-042	ELMER C. CARLSON INVESTMENTS, INCORPORATED	Lots 21 & 22 in Subdivision of Block 36 in Hillard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lots taken for widening West 95th Street).
	25-06-321-043	ELMER C. CARLSON INVESTMENTS, INCORPORATED	Lot 20 in Subdivision of Block 36 in Hillard & Dobbins Subdivision, as aforesaid.
17	25-06-321-050	FIRST NATIONAL BANK OF EVERGREEN PARK TRUST # 4977	West 5 feet of Lot 27 & all of Lot 28 in Subdivision of Block 36 in Hillard & Dobbins Subdivision, as aforesaid.
19	25-06-321-051	RUBIN STASOFSKY	Lot 26 & East 20 feet of Lot 27 in Subdivision of Block 36 in Hillard & Dobbins Subdivision, as aforesaid.
20	25-06-322-020	BON HYUP KOO & KYUNG KOO, his wife	Lot 23 in Subdivision of Block 37 in Hillard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lots taken for widening West 95th Street).

Page 5

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Number	Owner of Record	Legal Description
21	25-06-322-028	PAUL E. HEENEY & JOSEPHINE HEENEY, his wife, as joint tenants	Lot 15 in Subdivision of Block 37 in Hillard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening West 95th Street).
22	25-06-322-029	PAUL E. HEENEY & JOSEPHINE HEENEY, his wife, as joint tenants	Lot 14 in Subdivision of Block 37 in Hillard & Dobbins Subdivision, as aforesaid.
23	25-06-322-030	PAUL E. HEENEY & JOSEPHINE HEENEY, his wife, as joint tenants	Lot 13 in Subdivision of Block 37 in Hillard & Dobbins Subdivision, as aforesaid.
24	25-06-322-031	PAUL E. HEENEY & JOSEPHINE HEENEY, his wife, as joint tenants	Lot 12 in Subdivision of Block 37 in Hillard & Dobbins Subdivision, as aforesaid.
25	25-06-322-032	MUTUAL NATIONAL BANK OF CHICAGO TRUST # 3260	Lot 11 in Subdivision of Block 37 in Hillard & Dobbins Subdivision, as aforesaid.

Page 6

SPECIAL SERVICE AREA - ORDER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
26	25-06-322-033	MUTUAL NATIONAL BANK OF CHICAGO TRUST # 3260	Lot 10 in Subdivision of Block 37 in Hilliard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening West 95th Street).
27	25-06-322-036	BON HYUP KOO & KYUNG KOO, his wife.	Lots 20-22(both inclusive) in Subdivision of Block 37 in Hilliard & Dobbins Subdivision, as aforesaid.
28	25-06-322-037-1001	CAFE INTERNATIONAL BAKERY & DELL, INC.	Unit 1 in Beverly Hill Business Condominium as delineated on survey of the following described real estate: Lots 16-19 (except that part of said lots taken for widening of 95th St.) in Block 37 in Hilliard & Dobbins Subdivision of all that part of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois
29	25-06-322-037-1002	JOSEPH E. VANGINDER & ANN VANGINDER his wife	Unit 2 in Beverly Hill Business Condominium as delineated on survey of the following described real estate: Lots 16-19 (except that part of said lots taken for widening of 95th St.) in Block 37 in Hilliard & Dobbins Subdivision, as aforesaid.
30	25-06-322-037-1003	JOSEPH E. VANGINDER & ANN VANGINDER his wife	Unit 3 in Beverly Hill Business Condominium as delineated on survey of the following described real estate: Lots 16-19 (except that part of said lots taken for widening of 95th St.) in Block 37 in Hilliard & Dobbins Subdivision, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
31	25-06-323-020	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 26 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38 of Hilliard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lot taken for widening West 95th Street).
32	25-06-323-021	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 25 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38, as aforesaid.
33	25-06-323-022	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 24 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38, as aforesaid.
34	25-06-323-023	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 23 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38, as aforesaid.
35	25-06-323-024	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 22 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
36	25-06-323-025	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 21 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38 of Hilliard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lot taken for widening West 95th Street).
37	25-06-323-026	CAROLE N. EMBS	Lot 20 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38, as aforesaid.
38	25-06-323-027	CAROLE N. EMBS	Lot 19 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38, as aforesaid.
39	25-06-323-028	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 18 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38, as aforesaid.
40	25-06-323-029	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lots 16 & 17 in Block 38 in Rountrees Addition to Beverly Hills being a Subdivision of Blocks 30, 33 & 38, as aforesaid.

Page 9

SPECIAL SERVICE AREA - OFFICE OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
41	25-06-323-030	WALTER J. MILLER	Lots 14 & 15 in Block 38 in Rountrees Addition to Beverly Hill being a Subdivision of Blocks 30, 33 & 38 of Hilliard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening West 95th Street).
42	25-06-323-033	CHICAGO TITLE & TRUST COMPANY TRUST # 58939	Lots 27 & 28 in Block 38 in Rountrees Addition to Beverly Hill being a Subdivision of Blocks 30, 33 & 38, as aforesaid.
43	25-06-421-010	EXCHANGE NATIONAL BANK OF CHICAGO TRUST # 32302	West 100 feet of Lots 13 & 14 in Plotke and Crosbys Resubdivision of Block 39 in Hilliard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening West 95th Street).
44	25-06-421-011	CHICAGO TITLE & TRUST COMPANY TRUST # 1074476	East 77.12 feet of Lots 13 & 14 in Plotke and Crosbys Resubdivision of Block 39 in Hilliard & Dobbins Subdivision, as aforesaid.
45	25-06-421-023	CHICAGO TITLE & TRUST COMPANY TRUST # 36060	Lot 11 in Plotke and Crosbys Resubdivision of Block 39 in Hilliard & Dobbins Subdivision, as aforesaid.

Page 10

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
46	25-06-421-024	CHICAGO TITLE & TRUST COMPANY TRUST # 36060	Lot 12 in Plotke and Crosbys Resubdivision of Block 39 in Hilliard & Dobbins Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening West 95th Street).
47	25-06-422-011	AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO TRUST#45702	South 1/2 of Lot 47 except that part taken for widening of 95th Street, in Longwood Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening West 95th Street).
48	25-06-423-008	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 7093	South 50 feet of Lot 36 in Longwood Subdivision, as aforesaid.
49	25-06-423-010	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 7093	Lot 35 in Longwood Subdivision, as aforesaid.
50	25-06-423-017	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 7093	Lot 34 in Longwood Subdivision, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LIEN DESCRIPTION INFORMATION

Index Number	Tax Number	Owner of Record	Legal Description
51	25-06-424-010	NORMAN FREEHLING	East 80 feet Lot 23 & East 80 feet of South 50 feet Lot 24 all in Longwood Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening West 95th Street).
52	25-06-424-021	LONGWOOD BUSINESS BUILDING CORPORATION	West 1/2 of Lot 22 in Longwood Subdivision, as aforesaid.
53	25-06-424-022	ENOCH L. GRIFFITH & GENEVRA H. GRIFFITH, his wife, as joint tenants	East 1/2 of Lot 22 in Longwood Subdivision, as aforesaid.
54	25-06-424-023	PENN-CENTRAL formerly PENNSYLVANIA RAILROAD (DEPOT)	That part of Longwood Subdivision lying South of the South line of Lot 21, North of the North line of West 95th Street, East of the East line of Lot 23 & West of the West line of Lot 22 all being in Longwood Subdivision, as aforesaid.
55	25-06-424-029	GEORGE G. GOGJIAN & ESTHER GOGJIAN his wife, as joint tenants	West 50.73 feet of Lot 23 & West 50.73 feet of South 1/2 Lot 24 all in Longwood Subdivision, as aforesaid.

Page 12

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
56	25-06-424-031	GEORGE G. GOGJIAN & ESTHER GOGJIAN his wife, as joint tenants	East 30.23 feet of West 80.46 feet of Lot 2 in Longwood Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois
57	25-06-425-016	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 8271	East 30 feet of South 50 feet of Lot 12 in Longwood Subdivision as aforesaid.
58	25-06-425-017	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 7409	West 15 feet of East 45 feet of Lot 11 in Longwood Subdivision as aforesaid.
59	25-06-425-018	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 8271	East 30 feet of Lot 11 in Longwood Subdivision, as aforesaid.
60	25-06-425-032	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 8271	Lots 6 & 7 in Joseph B. Flemings Subdivision of South 1/2 of Lot 9 and all of Lot 10 in Longwood Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening West 95th Street).

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Index Numbers	Owner of Record	Legal Description
61	25-06-425-033	MUTUAL NATIONAL BANK OF CHICAGO TRUST # 3931	Lots 4 & 5 in Joseph B. Flemings Subdivision & South 1/2 of Lot 9 and all of Lot 10 in Longwood Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening West 95th Street).
62	25-06-425-039	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 7409	West 15 feet of East 30 feet of South 50 feet of Lot 12 in Longwood Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois except that part of said lot taken for widening West 95th Street).
63	25-06-425-040	UNITED OF AMERICA BANK TRUST # 1338	West 17.5 feet of Lots 11 & 12 except the North 40 feet of Lot 12 in Longwood Subdivision, as aforesaid.
64	25-06-426-005	CHICAGO CITY BANK & TRUST COMPANY TRUST # 5115	North 35 feet of Lot 1 & all of Lot 2 in Longwood Subdivision, as aforesaid.
65	25-06-426-006	CHICAGO CITY BANK & TRUST COMPANY TRUST # 5115	Lot 1 except the North 35 feet in Longwood Subdivision, as aforesaid.

Page 14

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
66	25-07-100-003	MARSHALL M. HILL as trustee under the provisions of a Trust Agreement dated 05/51	Lots 3 & 4 in Block 4 in Highland addition to Longwood being a Resubdivision of Calumet Highlands Subdivision of North West 1/4 of the North West 1/4 of Section 7, Township 27 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening West 95th Street).
67	25-07-100-004	BEVERLY BANK TRUST # 83760	Lot 2 in Block 4 in Highland addition to Longwood being a Resubdivision, as aforesaid.
68	25-07-100-005	BEVERLY BANK TRUST # 83760	Lot 1 in Block 4 in Highland addition to Longwood being a Resubdivision, as aforesaid.
69	25-07-100-044	BEVERLY BANK TRUST # 83760	Lots 5 & 6 (except the West 10.83 feet of the North 80 feet of lot 6) & part of the Southeast 1/4 of Lot 7 all in Highland addition to Longwood being a Resubdivision, as aforesaid.

SPECIAL SERVICE AREA - CAMP OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
70	25-07-100-045	BEVERLY BANK TRUST # 83760	West 10.83 feet of the North 80 feet of Lot 6 & East 5.55 feet of Lot 7 (except part of the South East corner of said lot 7) in Block 4 in Highland addition to Longwood being a Resubdivision of Calumet Highlands Subdivision of North West 1/4 of the North West 1/4 of Section 7, Township 3 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except part of lots taken for West 61.50 feet of Lot 7 & all of Lots 8-10 (both inclusive) in Block 4 in Highland addition to Longwood being a Resubdivision, as aforesaid.
71	25-07-100-051	BEVERLY BANK TRUST # 83760	West 19.45 feet of Lot 7 & all of Lots 8-10 (both inclusive) in Block 4 in Highland addition to Longwood being a Resubdivision, as aforesaid.
72	25-07-101-049	BEVERLY BANK TRUST # 83760	West 18.50 feet of Lot 9 & all of Lot 10 in Block 3 in Highland addition to Longwood being a Resubdivision, as aforesaid.
73	25-07-101-050	BEVERLY BANK TRUST # 83760	West 3.50 feet of Lot 6 & East 6.50 feet of Lot 9 & all of Lots 7 & 8 all in Block 3 in Highland addition to Longwood being a Resubdivision, as aforesaid.
74	25-07-101-051	BEVERLY BANK TRUST # 83760	West 11.5 feet of Lot 3 & East 21.5 feet of Lot 6 & all of Lots 4 & 5 all in Block 3 in Highland addition to Longwood being a Resubdivision, as aforesaid.

Page 16

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
76	25-07-101-052	BEVERLY BANK TRUST # 83760	All of Lots 1 & 2 and East 13.5 feet of Lot 3 all in Block 2 in Highland addition to Longwood being a Resubdivision of Calumet Highlands Subdivision of North West 1/4 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening of West 95th Street).
76	25-07-102-001	FIRST NATIONAL BANK OF SKOKIE TRUST # 51262T	Lot 10 in Block 2 in Highland addition to Longwood being a Resubdivision, as aforesaid.
77	25-07-101-002	FIRST NATIONAL BANK OF SKOKIE TRUST # 51262T	Lot 9 in Block 2 in Highland addition to Longwood being a Resubdivision, as aforesaid.
78	25-07-102-003	FIRST NATIONAL BANK OF SKOKIE TRUST # 51262T	Lot 8 in Block 2 in Highland addition to Longwood being a Resubdivision, as aforesaid.
79	25-07-102-004	FIRST NATIONAL BANK OF SKOKIE TRUST # 51262T	Lot 7 in Block 2 in Highland addition to Longwood being a Resubdivision, as aforesaid.

Page 17

SPECIAL SERVICE AREA - COMPS OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
80	25-07-102-007	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 6872	Lot 4 in Block 2 in Highland addition to Longwood being a Resubdivision of Calumet Highlands Subdivision of North West 1/4 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lot taken for widening of West 95th Street).
81	25-07-102-008	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 6872	Lot 3 in Block 2 in Highland addition to Longwood being a Resubdivision, as aforesaid.
82	25-07-102-009	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 6872	Lot 2 in Block 2 in Highland addition to Longwood being a Resubdivision, as aforesaid.
83	25-07-102-010	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 6872	Lot 1 in Block 2 in Highland addition to Longwood being a Resubdivision, as aforesaid.
84	25-07-102-034	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 7346	Lots 5 & 6 in Block 2 in Highland addition to Longwood being a Resubdivision, as aforesaid.

Page 18

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
85	25-07-103-001	FORD CITY BANK & TRUST COMPANY TRUST # 2056	Lot 10 in Block 1 in Highland addition to Longwood being a Resubdivision of Calumet Highlands Subdivision of North. West 1/4 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lot taken for widening of West 95th Street).
86	25-07-103-002	FORD CITY BANK & TRUST COMPANY TRUST # 2056	Lot 9 in Block 1 in Highland addition to Longwood being a Resubdivision, as aforesaid.
87	25-07-103-003	HERITAGE STANDARD BANK & TRUST COMPANY	Lot 8 in Block 1 in Highland addition to Longwood being a Resubdivision, as aforesaid.
88	25-07-103-004	HERITAGE STANDARD BANK & TRUST COMPANY	Lot 7 in Block 1 in Highland addition to Longwood being a Resubdivision, as aforesaid.
89	25-07-103-005	HERITAGE STANDARD BANK & TRUST COMPANY	Lot 6 in Block 1 in Highland addition to Longwood being a Resubdivision, as aforesaid.

Page 19

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
90	25-07-103-009	JOHN J. SUTTER & ELIZABETH A. SUTTER his wife, as joint tenants	Lot 2 in Block 1 in Highland addition to Longwood being a Resubdivision of Calumet Highlands Subdivision of North West 1/4 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).
91	25-07-103-010	JOHN J. SUTTER & ELIZABETH A. SUTTER his wife, as joint tenants	Lot 1 in Block 1 in Highland addition to Longwood being a Resubdivision, as aforesaid.
92	25-07-103-043	BEVERLY BANK TRUST # 80273	Lots 3-5 (both inclusive) in Block 1 in Highland addition to Longwood being a Resubdivision, as aforesaid.
93	25-07-104-001	I. HIMMEL & SONS, INCORPORATED	Lot 22 in John Bains Resubdivision of part of Forest Ridge being a Subdivision by Franklin P. Bell of the East 1/4 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).
94	27-07-104-002	I. HIMMEL & SONS, INCORPORATED	Lot 21 in John Bains Resubdivision, as aforesaid.

Page 20

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
95	25-07-104-003	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 20 in John Bains Resubdivision of part of Forest Ridge being a Subdivision by Franklin P. Bell of the East 1/4 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).
96	25-07-104-004	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	Lot 19 in John Bains Resubdivision, as aforesaid.
97	25-07-104-008	LASALLE NATIONAL BANK	Lot 15 in John Bains Resubdivision, as aforesaid.
98	25-07-104-009	LASALLE NATIONAL BANK	Lot 14 in John Bains Resubdivision, as aforesaid.
99	25-07-104-010	LASALLE NATIONAL BANK	Lot 13 in John Bains Resubdivision, as aforesaid.

Page 21

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
100	25-07-104-033	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 7866	East 20 feet of Lot 16 in John Bains Resubdivision of part of Forest Ridge being a Subdivision by Franklin P. Bell of East 1/2 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lot taken for widening of West 95th Street).
101	25-07-104-037	CHICAGO CITY BANK & TRUST COMPANY TRUST # 7112	West 12 feet of Lot 17 & all of Lot 18 in John Bains Resubdivision, as aforesaid.
102	25-07-104-038	ELEANOR M. BUEHR	West 6 feet of Lot 16 & East 14 feet of Lot 17 in John Bains Resubdivision, as aforesaid.
103	25-07-105-010	CHICAGO CITY BANK & TRUST COMPANY TRUST # 10287	East 28.53 feet of Lot 1 in Block 3 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge etc. together with that part of original alleys lying North of the South line of said Lots 3 & 22 of said Blocks 1-4 of aforesaid Subdivision of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lot taken for widening of West 95th Street).
104	25-07-106-001	HARRY M. ECHOIAN & MARY ECHOIAN his wife, as joint tenants	Lot 5 (except the East 25 feet thereof) in Block 2 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge, as aforesaid.

SPECIAL SERVICE AREA - CENTER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
105	25-07-106-002	HARRY M. ECHOIAN & MARY ECHOIAN his wife, as joint tenants	Lot 3 in John Bains Resubdivision of part of Forest Ridge being a Subdivision by Franklin P. Bell of the East 1/2 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).
106	25-07-106-003	DONALD A. SUES & LOUISE SUES his wife, as joint tenants	Lot 2 in John Bains Resubdivision, as aforesaid.
107	25-07-106-005	MILES MANAGEMENT CORPORATION 202	Lot 1 in John Bains Resubdivision, as aforesaid.
108	25-07-106-007	BEVERLY BANK TRUST # 80129	East 25 feet of Lot 2 in Block 2 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge etc. together with that part of original alleys lying North of the South line of said Lots 3 & 22 of said Blocks 1-4 of aforesaid Subdivision of Section 7, Township 37 North Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).
109	25-07-106-008	CHICAGO CITY BANK & TRUST COMPANY	Lot 1 in Block 2 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge, as aforesaid.

Page 23

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
110	25-07-106-031	DONALD A. SUES & LOUISE SUES his wife, as joint tenants	Lot 3 & East 25 feet of Lot 4 in Block 2 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge etc. together with that part of original alleys lying North of the South line of said Lots 3 & 22 of said Blocks 1-4 of aforesaid Subdivision of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois to wit: that part of said lot taken for widening of West 93th Street.
111	25-07-107-003	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 6768	Lot 3 in Block 1 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge, as aforesaid.
112	25-07-107-004	CHICAGO HEALTH CLUBS, INCORPORATED	Lot 2 in Block 1 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge, as aforesaid.
113	25-07-107-005	CHICAGO HEALTH CLUBS, INCORPORATED	Lot 1 in Block 1 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge, as aforesaid.
114	25-07-107-030	CHICAGO TITLE & TRUST COMPANY TRUST # 1074476	West 20 feet of Lot 4 & all of Lot 5 in Block 1 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge, as aforesaid.

SPECIAL SERVICE AREA - CENTER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
115	25-07-107-031	HERITAGE STANDARD BANK & TRUST COMPANY TRUST # 6768	East 30 feet of Lot 4 in Block 1 in Subdivision of Lots 1-3 & 22-24 of Blocks 1-4 of Forest Ridge etc. together with that part of original alleys lying North of the South line of said Lots 3 & 22 of said Blocks 1-4 of aforesaid Subdivision of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).
116	25-07-200-001	JOHN T. SOBBE & DONALD A. SOBBE as joint tenants	West 1/2 of Lots 1 & 2 in Longwood Terrace Resubdivision of Block 3 of Dore's Subdivision of the West 1/2 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).
117	25-07-200-002	JOHN T. SOBBE & DONALD A. SOBBE as joint tenants	West 100 feet of the East 1/2 of Lots 1 & 2 in Longwood Terrace Resubdivision, as aforesaid.
118	25-07-200-003	MOUNT GREENWOOD BANK TRUST # 50378	East 1/2 of Lots 1 & 2 (except the West 100 feet thereof) in Longwood Terrace Resubdivision, as aforesaid.
119	25-07-201-001	AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO TRUST # 9748	Lot 24 in Block 2 in Dore's Subdivision of the West 1/2 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).

Page 25

SPECIAL SERVICE AREA - CENTER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
120	25-07-201-002	AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO TRUST # 9748	Lot 23 in Block 2 in Dorez Subdivision of the West 1/2 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois.
121	25-07-201-003	AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO TRUST # 9748	Lot 22 in Block 2 in Dorez Subdivision, as aforesaid.
122	25-07-201-013	ASHLAND STATE BANK	West 50 feet of Lots 1 & 2 in Block 2 in Dorez Subdivision, as aforesaid.
123	25-07-201-026	CHICAGO CITY BANK & TRUST COMPANY TRUST # 5497	Lots 1 & 2 (except the West 50 feet thereof) in Block 2 in Dorez Subdivision, as aforesaid.
124	25-07-202-029	DROVERS BANK OF CHICAGO TRUST # 77222	Lots 1-3 (both inclusive, except the East 90 feet of said lots) in Block 1 in Dorez Subdivision, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
125	25-07-201-030	FIRST NATIONAL BANK OF BLUE ISLAND TRUST # 1322	East 90 feet of Lots 1-3 (both inclusive) in Block 1 in Dore's Subdivision of the West 1/4 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening of West 95th Street).
126	25-07-202-031	DROVERS NATIONAL BANK OF CHICAGO TRUST # 77222	Lots 1-7 (both inclusive) in Subdivision of Lots 21-24 in Block 1 in Dore's Subdivision of the West 1/4 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lots taken for widening of West 95th Street).
127	25-07-203-001	AMERICAN NATIONAL BANK & TRUST COMPANY TRUST # 45702	Lot 1 in Howes Subdivision at Longwood of Lots 110-113 in Block 6 of Hilliard & Dobbins 1st addition to Washington Heights in the North West 1/4 of Section 8 & the East 1/4 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook county, Illinois (except that part of said lot taken for widening of West 95th Street).
128	25-07-203-002	FRANK W. SOMMERS & TERESA SOMMERS his wife, as joint tenants	Lot 2 in Howes Subdivision, as aforesaid.
129	25-07-203-003	ALFRED FERRA as trustee	Lot 3 in Howes Subdivision, as aforesaid.

Page 27

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
130	25-07-203-004	MINGEA, INCORPORATED	Lot 4 & the West 5 feet of Lot 5 in Howes Subdivision at corner of Lots 110-113 in Block 6 of Hilliard & Dobbins 1st addition to Washington Heights in the North West 1/4 of Section 14, Range 14 East of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lots taken for widening of West 95th Street).
131	25-07-203-005	MUTUAL NATIONAL BANK OF CHICAGO TRUST # 4656	East 20 feet of Lot 5 & all of Lots 6 & 7 in Howes Subdivision as aforesaid.
132	25-07-212-002	FIRST NATIONAL BANK OF CICERO TRUST # 7753	Lot 49 in Block 5 in Hilliard & Dobbins First addition to Washington Heights Subdivision of the North West 1/4 of Section 8 & the East 1/4 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part of said lot taken for widening of West 95th Street).
133	25-07-212-017	FIRST NATIONAL BANK OF CICERO TRUST # 7753	Lot 47 in Block 5 in Hilliard & Dobbins First addition to Washington Heights Subdivision, as aforesaid.
134	25-07-212-018	FIRST NATIONAL BANK OF CICERO TRUST # 7753	Lot 46 in Block 5 in Hilliard & Dobbins First addition to Washington Heights Subdivision, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers	Owner of Record	Legal Description
135	25-07-212-036	FIRST NATIONAL BANK OF CICERO TRUST # 7753	Lot forty eight (48) (except that part lying Easterly of a line described as commencing at the point of intersection of the southerly line of said Lot forty eight (48) with the westerly edge of the one story building on said Lot being a point on said southerly line fifty three and eighty five and hundredths (53.85) feet more or less Easterly on the South West corner of said lot, thence Northerly and parallel with the westerly line of said lot thirty two (32) feet, thence Easterly at a right angle to said last course six (6) inches to the center of the existing brick wall, thence Northerly at right angles to said last course and along the center of said wall seventeen and sixty two one hundredths (17.62) feet, thence Easterly at right angles to said last course and along the center of the existing brick wall two and eighty five one hundredths (2.85) feet, thence Northerly at right angles to said last course and along the center of the existing brick wall two and thirty five one hundredths (2.35) feet, thence Easterly and parallel with the South line of West 95th Street and along the center of the existing brick wall five and eighty one hundredths (5.80) feet, thence Northerly and parallel with the westerly line of said Lot forty eight (48) nineteen and ninety two one hundredths (19.92) feet, thence continuing Northerly on said parallel line to the South line of West 95th Street all in Block Five (5) in Hillard and Robbins, First addition to Washington Heights being a subdivision of the East half of the North East quarter of Section seven (7) and the North West quarter of Section eight (8) Township thirty seven (37) North, Range fourteen (14) East of the Third Principal Meridian, (except that part lying North of a line fifty four (54) feet South of and parallel with the North line of said Section seven (7)).
136	25-07-212-037	FIRST NATIONAL BANK OF CICERO TRUST # 7753	Lots 45, 46, 47, 49 and that part of lot 48 lying easterly of a line described as commencing at the point of intersection of the southerly line of said Lot 48 with the westerly edge of the one story building on said lot, being a point on said southerly line 53.85 feet more or less easterly of the southwest corner of said lot; thence northerly and parallel with the westerly line of said lot, 32 feet; thence easterly at right angles to said last course 6 inches to the center of the existing brick wall; thence northerly at right angles to said last course and along the center of said wall 17.62 feet; thence easterly at right angles to said last course and along the center of

Index Number	Tax Numbers	Owner of Record	Legal Description
			the existing brick wall 2.85 feet; thence northerly at right angles to said last course and along the center of the existing brick wall 2.33 feet; thence easterly and parallel with the south line of West 95th Street and along the center of the existing brick wall 5.80 feet; thence northerly and parallel with the westerly line of said lot 48, 19.92 feet thence continuing northerly on said parallel line to the south line of West 95th Street, together with a perpetual easement, for a right of way and ingress and egress to and from said real estate and for the delivery of fuel to the chute presently located in the westerly wall of said one story building, in, upon and over that part of said lot 48 which is described as follows; commencing at the southwesterly corner of said lot; thence easterly 53.85 feet more or less to the westerly wall of said building; thence northerly along said wall 32 feet; thence westerly and parallel with the southerly line of said lot, 24 feet 6 inches; thence southerly and parallel with the westerly line of said lot 48, 20 feet 6 inches; thence westerly parallel with the southerly line of said lot to the westerly line thereof; and thence southerly along said westerly line to the place of beginning, all in Block 5 of Hilliard and Dobbins' First Addition to Washington Heights, being a subdivision of the East half of the North East quarter of Section 7, and the North West quarter of Section 8, Township 37 North, Range 14 East of the Third Principal Meridian, excepting from said premises that part thereof lying north of a line 54 feet south of and parallel with the North line of said Section 7.
137	25-06-422-026	CITY OF CHICAGO	South 39 feet of Lot 45 in Longwood Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois
138	25-06-422-027	CITY OF CHICAGO	Lot 46 in Longwood Subdivision, as aforesaid (except that part of said lot taken for widening West 95th Street)
139	25-06-425-034	CITY OF CHICAGO	Lots 1-3 (both inclusive) in Joseph B. Flemings Subdivision of the South 1/2 of Lot 9 and all of Lot 10 in Longwood Subdivision of parts of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part taken for widening West 95th Street)
140	25-07-105-001	CITY OF CHICAGO	Lot 12 in John Bains Resubdivision of part of Forest Ridge being a subdivision by Franklin P. Bell of the East 1/2 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part taken for widening West 95th Street)

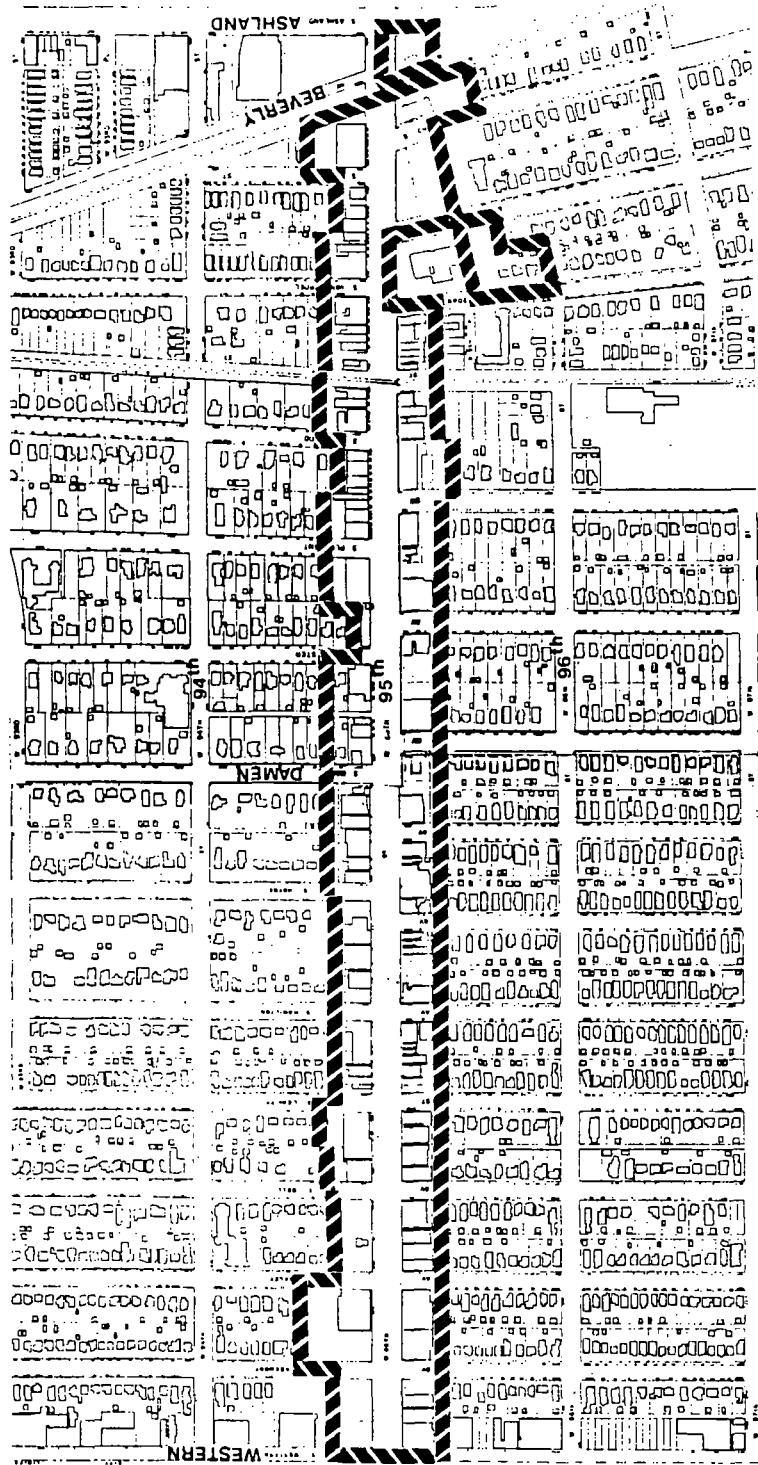
SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Page 30

Index Number	Tax Numbers	Owner of Record	Legal Description
141	25-07-105-002	CITY OF CHICAGO	Lot 11 in John Bains Resubdivision, as aforesaid
142	25-07-105-003	CITY OF CHICAGO	Lot 10 in John Bains Resubdivision of part of Forest Ridge being a Subdivision by Franklin P. Bell of the East 1/2 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part taken for widening West 95th Street)
143	25-07-105-004	CITY OF CHICAGO	Lot 9 in John Bains Resubdivision, as aforesaid
144	25-07-105-005	CITY OF CHICAGO	Lot 8 in John Bains Resubdivision, as aforesaid
145	25-07-105-006	CITY OF CHICAGO	Lot 7 in John Bains Resubdivision, as aforesaid
146	25-07-105-007	CITY OF CHICAGO	Lot 6 in John Bains Resubdivision, as aforesaid
147	25-07-105-008	CITY OF CHICAGO	Lot 5 in John Bains Resubdivision of part of Forest Ridge being a Subdivision by Franklin P. Bell of the East 1/2 of the North West 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part taken for widening West 95th Street)
148	25-07-105-009	CITY OF CHICAGO	Lot 4 in John Bains Resubdivision, as aforesaid
149	25-07-201-016	CHICAGO CITY BANK & TRUST COMPANY TRUST # 5497	Lot 3 in Block 2 in Dore's Subdivision of the West 1/2 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part taken for widening West 95th Street)
150	25-07-202-008	THE DROVERS NATIONAL BANK OF CHICAGO TRUST # 77222	Lot 8 in Subdivision of Lots 21-24 (both inclusive) in Block 1 in Dore's Subdivision of the West 1/2 of the North East 1/4 of Section 7, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (except that part taken for widening 95th

SPECIAL SERVICE AREA NUMBER 4

95th Street Business Area - Beverly



(Continued from page 2744)

economic development. An annual tax shall be levied upon the property in the Special Service Area in an amount sufficient to produce revenues required to provide said special services and to pay the debt service on a loan of \$1,048,225 at an interest rate of 80 percent of prime interest rate at the time of the loan agreement for a period of 10 years or until the loan is repaid, which will be used to pay part of the cost of vaulted sidewalk reconstruction in the Special Service Area. Said tax shall not exceed the sum of 3.0 percent of the equalized assessed value of the property within the Special Service Area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. Said tax shall not be levied on any properties that are otherwise exempt from property taxes. Said tax revenues shall be disbursed to the Commercial Avenue Commission.

SECTION 3. There is to be established a Commercial Avenue Commission, consisting of six members. The Commissioner of the Department of Economic Development or his/her designee shall be an ex-officio, non-voting member of the Commission. Each Commission member shall be appointed to serve for a term of three years, or in the case of a vacancy appointment for the unexpired portion of three years, and until a successor shall be appointed and qualified, except that of the five initial Commission members, two members shall be appointed to serve for two years and three members shall be appointed to serve for three years. The Mayor, with the approval of the City Council, shall appoint the five initial Commission members from the list of nominees submitted by the South Chicago Development Commission. The South Chicago Chamber of Commerce and Mexican-American Chamber of Commerce of South Chicago and their successor business organizations shall be consulted in the nomination process and the list of nominees shall contain representation from these organizations. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from a list of nominees submitted by the South Chicago Development Commission in consultation with the Mexican-American Chamber of Commerce of South Chicago and the South Chicago Chamber of Commerce and their successor business organizations. In the event of a vacancy on the Commission due to the resignation, death or the inability to serve for other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the South Chicago Development Commission in consultation with the local Chambers of Commerce and their successor business organizations. All said appointments of Commission members shall be from among the owners or lessees of property lying within the Special Service Area.

The South Chicago Development Commission shall designate one member of the Commercial Avenue Commission who is also a member of the Board of Directors of the South Chicago Development Commission, as the Chairman of the Commercial Avenue Commission; and he shall serve for no more than two consecutive one-year terms. The members of the Commission shall serve without compensation.

The Commission shall establish a yearly budget, and shall advise the Mayor and City Council regarding annual taxes to be levied in the Special Service Area, and the expenditure of budgeted funds. The Commission shall establish by-laws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the Special Service Area as are necessary to effectuate its purposes.

SECTION 4. The Special Service Area will exist and annual taxes will be levied to provide for said special services only for a period of five years from the effective date of establishment unless the City Council authorizes an additional term for the Special Service Area.

SECTION 5. The effective date of Special Service Area shall be 60 calendar days from October 20, 1983, unless 51 percent of owners of record and 51 percent of electors determined as of October 20, 1983, have filed with the City Clerk of the City of Chicago, petitions opposing establishment.

SECTION 6. This ordinance shall become effective by and from the date of passage thereof.

[Legal Descriptions and Map printed on pages 2778 through 2823
of this Journal.]

**Authority Granted for Creation of Special Service
Area No. 3.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the creation of a Special Service Area No. 3 in the area of West 63rd Street between South Kedzie and South Western Avenues.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Special Service Areas may be established pursuant to the provisions of Article VII, Sections 6(L) (2) and 7(6) of the Constitution of the State of Illinois and pursuant to "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties," Ill. Rev. Stat., Ch. 120, 1301, *et seq.*, and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, Pursuant to an ordinance adopted August 10, 1983 the question of the establishment of the area hereinafter described as Special Service Area No. 3 was considered by the City Council of the City of Chicago at a public hearing held on September 15, 1983, after giving due notice thereof as required by Ill. Rev. Stat., Ch. 120, 1305; and

WHEREAS, At the aforesaid public hearing, all interested persons were given an opportunity to be heard on the question of the creation of the Special Service Area and on the question of an annual tax for special services as set forth in the Notice; and

WHEREAS, After considering the data, as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest and in the interest of the City of Chicago that said Special Service Area, as hereinafter described, be established; that said area is compact and contiguous and constitutes the principal shopping district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that it is in the best interests of said area that the furnishing of the special services proposed be considered for the common interests of said area; and that said area is zoned to permit commercial purposes and will benefit specially from the services proposed to be provided. The proposed special services are unique and in addition to the municipal services provided by and to the City of Chicago as a whole; now, therefore,

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

(Continued on page 2824)

92nd/CONFIDENTIAL

SPECIAL SERVICE AREA - CHURCH OF RECORD/LEGAL DESCRIPTION INFORMATION

Spec Am # 11 1-5

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
101	26-06-202-015	CATHOLIC BISHOP OF CHICAGO	Lots 19-23(both inclusive) * the South Sfeet of lot 19 all in block 10 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
102	26-06-202-016	FRANK RATKOVIC & ANGELINE RATKOVIC, his wife, as joint tenants	Lot 1 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock company, as aforesaid.
103	26-06-202-017	LOUIS G. ZEPEDA & MARIA ZEPEDA, as joint tenants	Lot 2 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
104	26-06-202-018	CLAIRE HOPVATH	Lot 3 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
105	26-06-202-019	ANTHONY GLOWACKI	Lot 4 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - CHICAGO RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	San Numbers (in numerical order)	Owner of Record	Legal Description
006	26-06-202-020	JOSEPH E. PIETRUSINSKI & EVELYN G. PIETRUSINSKI his wife, as joint tenants	Lot 5 in Block 10 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
007	26-06-202-021	DAVID RIVERA	Lot 6 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
008	26-06-202-022	JESSE DIAZ	Lot 7 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
009	26-06-202-023	JESSE DIAZ	Lot 8 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
010	26-06-202-024	CHICAGO TITLE & TRUST COMPANY TR1076449 dated 11-27-79	Lot 9 (except south 7 inches thereof) in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
11	26-06-202-025	RAUL SERRATOS & REGINA SERRATOS his wife,	The South 7 inches of Lot 9 and all of Lot 10 in Block 16 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
12	26-06-202-026	RAMON V. REYES & LINDA M. his wife, as joint tenants	Lot 11 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
13	26-06-202-027	MARY ANN GROCHAL	Lot 12 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
14	26-06-202-028	JESUS PRADO OSEGUERA & MARIA A. OSEGUERA as joint tenants	Lot 13 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
15	26-06-202-029	MIGUEL A. ORTIVIEROS & JULIA G. ORTIVIEROS his wife, as joint tenants	Lot 14 in Block 10 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
016	26-06-202-030	DIONICIO G. LOZANO & JOSEFINA H. LOZANO his wife	Lot 15 in Block 10 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
017	26-06-202-031	DIONICIO G. LOZANO & JOSEFINA H. LOZANO his wife	Lot 16 in Block 10 in the Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
018	26-06-202-032	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1724 dated 08-30-76	Lot 17 in Block 10 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
019	26-06-202-033	VILLAGE OF HYDE PARK	The North 20 feet of Lot 18 in Block 10 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
020	26-06-203-001	MARY LOUISE FLORES	Lot 46 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
31	26-06-203-002	CHICAGO TITLE AND TRUST COMPANY TR1067089 dated 11-26-75	Lot 45 in Block 9 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
32	26-06-203-003	ALBERT J. CASANOVA & SOCORRO CASANOVA his wife, as joint tenants	Lot 44 in Block 9 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
33	26-06-203-004	BENJAMIN PEREZ & GRACIELA PEREZ his wife, as joint tenants	Lot 43 in Block 9 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
34	26-06-203-005	ANTHONY RACZKOWSKI & ANN C. RACZKOWSKI his wife, as joint tenants	Lot 42 in Block 9 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.
35	26-06-203-006	FROILAN MARIN & FELICIANA MARIN his wife, as joint tenants	Lot 41 in Block 9 in Subdivision made by Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
226	26-06-203-007	AURELIO GUZMAN & PAULA GUZMAN his wife	Lot 40 in Block 9 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
227	26-06-203-008	JUAN I. RIVERA & CARMEN RIVERA as joint tenants	Lot 39 in Block 9 in the Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
228	26-06-203-009	THE STEEL CITY NATIONAL BANK OF CHICAGO TRUST dated 07-31-71	Lot 38 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
229	26-06-203-010	MATTHEW DAVIS & BETTY DAVIS his wife, as joint tenants	Lot 37 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
230	26-06-203-011	ILDEFONSO SALGADO & SERAFINA SALGADO his wife, as joint tenants	Lot 36 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION:

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
281	26-06-203-012	CADDICK BUILDING CORPORATION	Lot 35 in Block 9 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
282	26-06-203-013	LUIS CAMPOS & PAULETTE CAMPOS his wife, as joint tenants	Lot 34 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
283	26-06-203-014	THEODORE POPOVICH & MARY POPOVICH his wife, as joint tenants	Lot 33 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
284	26-06-203-015	VINCENT AGUILAR	Lot 32 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
285	26-06-203-016	JULIO OCHOA & ELENA OCHOA his wife, as joint tenants	Lot 31 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
136	26-06-203-017	GWENDOLYN LOPEZ & CHARLES HOOPER as joint tenants	Lot 30 in Block 9 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
137	26-06-203-018	LOTTIE WALKOWIAK TR11 dated 06-09-77	Lot 29 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
138	26-06-203-019	LOTTIE WALKOWIAK TR11 dated 06-09-77	Lot 28 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
139	26-06-203-020	HELEN SPOLNIK & RICHARD SPOLNIK her son & DORA M SPOLNIK his wife, as joint tenants	Lot 27 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
140	26-06-203-021	E. M. SZCZEPKOWSKI & SONS INC.	Lot 26 in Block 9 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
141	26-06-203-022	RAUL N. GONZALEZ & LUPE M. GONZALEZ his wife, as joint tenants	Lots 24 & 25 in Block 9 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
142	26-06-209-022	LUZ MARIA BUSTAMANTE	Lot 1 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
143	26-06-209-023	MIDWEST BANK & TRUST COMPANY TR670651 dated 06-09-67	Lots 2 & 3 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
144	26-06-209-024	JOSE L COHOA & CONSUELO OCHOA his wife, as joint tenants	Lot 4 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
145	26-06-209-025	MICHAEL ROMERO & AMELIA S ROMERO as joint tenants	Lot 5 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
416	26-06-209-026	HEURY L. KRAJEWSKI & ALICE D. KRAJEWSKI his wife & GERMAINE KRAJEWSKI as joint tenants	Lot 6 in Block 23 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
417	26-06-209-027	VIOLET ANGEL, CHARLES D. ANGEL, PATRICIA F. ANGEL & MARILEE J. KISCHNER as joint tenants	Lots 7 & 8 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
418	26-06-209-028	POLANCO, KRATNOCK & MASTERS, LPA.	Lot 9 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
419	26-06-209-029	POLANCO, KRATNOCK & MASTERS, LPA.	Lot 10 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
420	26-06-209-030	SOUTH CHICAGO SAVINGS BANK TR111976 dated 10-01-79	Lot 11 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
51	26-06-209-031	SOUTH CHICAGO SAVINGS BANK TR111813	Lot 12 in Block 23 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
52	26-06-209-032	REGINA ULATOWSKI	Lot 13 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
53	26-06-209-033	ROMAN SADOWSKI as Trustee under a Trust Agreement dated 11-30-71	Lot 14 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
54	26-06-209-034	ROMAN SADOWSKI as Trustee under a Trust Agreement dated 11-30-71	Lots 15 & 16 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
55	26-06-209-035	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1850 dated 07-19-77	Lots 17 & 18 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - ORDER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
056	26-06-209-036	AMADEO CAVAZOS & ANTONIA CAVAZOS his wife	Lot 19 in Block 23 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
057	26-06-209-037	RAUL M. SERRATOS & REYNA SERRATOS his wife, as joint tenants	Lot 20 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
058	26-06-209-038	NATIONAL INDEMNITY CORP.	Lot 21 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
059	26-06-209-039	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1216 dated 04-24-72	Lots 22 & 23 in Block 23 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
060	26-06-210-100	THE COSMOPOLITAN NATIONAL BANK OF CHICAGO TR26252 dated 07-26-82	Lot 46 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/Legal Description Information

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
261	26-05-210-002	SOUTH CHICAGO SAVINGS BANK TR111813	Lot 45 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
262	26-06-210-003	CONCEPTION ALVARDO & SALVADOR ALVARDO her husband, as joint tenants	Lots 43 & 44 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
263	26-06-210-004	IRIDALECIO V. DELGADO & LORENZA V. DELGADO his wife, as joint tenants	Lot 42 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
264	26-06-210-005	JOSE DEJESUS CORTES & JUANA CORTES his wife, as joint tenants	Lot 41 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
265	26-06-210-006	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1606 dated 10-21-75	Lot 40 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in Numerical order)	Owner of Record	Legal Description
66	26-05-210-007	THE STEEL CITY NATIONAL BANK OF CHICAGO TR2517 dated 12-11-81	Lot 39 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
67	26-06-210-008	EDWARD A. ZENCKA & EDJINA ZENCKA his wife, as joint tenants	Lot 38 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
68	26-06-210-009	MARIA DEL CARMEN GONZALES	Lot 37 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
69	26-06-210-010	MASONIC LODGE, HIRAH # 6 IHC.	Lot 36 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
70	26-06-210-011	JAMAR CORP.	Lot 35 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
71	26-06-210-012	THE COSMOPOLITAN NATIONAL BANK OF CHICAGO TR26118 03-05-82	Lot 34 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
72	26-06-210-013	JUAN LOPES & ELVA LOPES his wife, as joint tenants	Lot 33 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
73	26-06-210-014	HOMER RINCON & JULIA RINCON; his wife, as joint tenants	Lot 32 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
74	26-06-210-015	THE STEEL CITY NATIONAL BANK OF CHICAGO TR2321 dated 03-28-80	Lot 31 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
75	26-06-210-016	AGNES ZIELINSKI a widow & HARRY ZIELINSKI a bachelor, as joint tenants	Lot 30 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - ORDER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
276	26-06-210-017	AGNES ZIELINSKI a widow & HARRY ZIELINSKI a bachelor, as joint tenants	Lot 29 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
277	26-06-210-018	THE STEEL CITY NATIONAL BANK OF CHICAGO TR410 dated 07-18-66	Lots 27 & 28 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
278	26-06-210-019	THE STEEL CITY NATIONAL BANK OF CHICAGO TR410 dated 07-18-66	Lot 26 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
279	26-06-210-020	THE STEEL CITY NATIONAL BANK OF CHICAGO TR410 dated 07-18-66	Lot 25 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
280	26-06-210-021	THE STEEL CITY NATIONAL BANK OF CHICAGO TR410 dated 07-18-66	Lot 24 in Block 24 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
281	26-06-216-023	THE STEEL CITY NATIONAL BANK OF CHICAGO TR2440 dated 04-09-81	Lots 1-3 (both inclusive) in Block 42 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
282	26-06-216-024	RONALD E. BROWN & HAZEL M. BROWN as joint tenants	Lot 4 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
283	26-06-216-025	MIKE DEBELLA & GRACE E. DEBELLA as joint tenants	Lots 5 & 6 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
284	26-06-216-026	STEEL CITY NATIONAL BANK TR327	Lot 7 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
285	26-06-216-027	STEEL CITY NATIONAL BANK TR327	Lot 8 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
86	26-06-216-028	JERRY CORDON & LILLIAN E. CONDON as joint tenants	Lot 9 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
87	26-06-216-030	ELMHOD PROPERTIES INC.	Lot 12 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
88	26-06-216-031	MARY ALTLOVICH	Lot 13 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
89	26-06-216-032	LOUIS CHAVEZ & SILVINA CHAVEZ his wife, as joint tenants	Lot 14 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
90	26-06-216-033	*****DIVIDED PARCEL: SEE 26-06-216-042 FOR OWNER OF RECORD & LEGAL DESCRIPTION*****	

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
91	26-06-216-034	****DIVIDED PARCEL: SEE 26-06-216-042	FOR OWNER OF RECORD & LEGAL DESCRIPTION*****
92	26-06-216-035	CLARENCE T. REMERS	Lot 17 in Block 42 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 1 & 2 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
93	26-06-216-036	CLARENCE T. REMERS	Lot 18 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
94	26-05-216-037	ANTONIO AGUAYO & MARIA DE LA PAZ AGUAYO his wife, as joint tenants	Lots 19 & 20 (except southerly 3 feet of said Lot 20) in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
95	26-06-216-038	VIRGINIA E. JARIK	South 3 feet of Lot 20 & Lot 21 except the south 3 feet all in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
96	26-06-216-039	FRANCES VOYNOVICH	South 3 feet Lot 21 & all of Lots 22 & 23 all in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
97	26-06-216-040	JOSEPH HAUPTHAU	Lot 10 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
98	26-06-216-041	MARY MORALES	Lot 11 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
99	26-06-216-042	CLARENCE T. REWERS & PATRICIA A. REWERS his wife, as joint tenants	Lots 15 & 16 in Block 42 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
00	26-06-217-001	CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO	Lot 46 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
101	26-06-217-002	CALUMET FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO	Lot 45 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
102	26-06-217-003	AMERICAN NATIONAL BANK and TRUST COMPANY OF CHICAGO TR53121 dated 06-25-81	Lot 44 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
103	26-06-217-004	THE STEEL CITY NATIONAL BANK OF CHICAGO TR2156 dated 03-16-79	Lot 43 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
104	26-06-217-005	ROHUALDO CAMARENA a bachelor & MIGUEL ROJO a bachelor, as joint tenants	Lot 42 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
105	26-06-217-006	CAROLE DOROTHY RICH	Lot 41 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
106	26-06-217-007	JUAN J. NAVIA & CARITINA NAVIA his wife, as joint tenants	Lot 40 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
107	26-06-217-008	JOSE LUIS FLORES	Lots 37-39 (both inclusive) in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
108	26-06-217-009	LAWRENCE KESLIN	Lot 36 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
109	26-06-217-010	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1547 dated 05-16-75	Lot 35 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
110	26-06-217-011	T & T RESTAURANT INC.	Lot 34 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
111	26-06-217-012	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1444 dated 01-21-74	Lots 32 & 33 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
112	26-06-217-013	EXCHANGE NATIONAL BANK OF CHICAGO TR28594 dated 11-20-73	Lot 31 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
113	26-06-217-014	JESSE MORALES & GLORIA MORALES his wife, as joint tenants	Lots 29 & 30 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
114	26-06-217-015	JOHN M. LILOVICH	Lot 28 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
115	26-06-217-016	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1457 dated 04-05-74	Lot 27 in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
116	26-06-217-017	THE STEEL CITY NATIONAL BANK OF CHICAGO TR724 dated 06-06-69	Lots 24-26 (both inclusive) in Block 41 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
117	26-06-223-016	PHIL SHERIDAN BUILDERS CORP.	Lots 1-4 (both inclusive) in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
118	26-06-223-017	LASALLE NATIONAL BANK TR39826 dated 11-25-69	Lot 5 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
119	26-06-223-018	JOSE DE JESUS CORTES & JUANA CORTES his wife, as joint tenants	Lots 6 & 7 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
120	26-06-223-019	THE STEEL CITY NATIONAL BANK OF CHICAGO TR2035 dated 07-14-78	Lot 8 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
21	26-06-223-020	MANUEL TELLEZ & ELIAS TELLEZ & OSCAR TELLEZ & ENRIQUE RODRIGUEZ as tenants in common	Lot 9 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, East of the Third Principal Meridian in Cook county, Illinois
22	26-06-223-021	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1869 dated 02-15-78	Lot 10 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
23	26-06-223-022	RICHARD GREENE	Lot 11 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
24	26-06-223-023	ASSOCIATED RETAIL STORES, INC.	Lot 12 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
25	26-06-223-024	AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO TR39919 dated 01-17-77	Lot 13 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNERS OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
126	26-06-223-025	HASAN AVDICH & MIRA AVDICH his wife, as joint tenants	Lot 14 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
127	26-06-223-026	FRANK RATKOVIC & ANGELINE RATKOVIC his wife, as joint tenants	Lots 15-17 (both inclusive) in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
128	26-06-223-027	CATHOLIC BISHOP OF CHICAGO	Lots 23-28 (both inclusive) in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
129	26-06-223-028	LASALLE NATIONAL BANK TR101571 dated 08-16-79	Lot 22 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
130	26-06-223-029	LASALLE NATIONAL BANK TR101571 dated 08-16-79	Lot 21 in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
131	26-06-224-030	LASALLE NATIONAL BANK TR101571 dated 08-16-79	Lots 18-20 (both inclusive) in Block 53 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the third Principal Meridian in Cook county, Illinois
132	26-06-224-001	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1325 dated 01-18-73	Lots 45 & 46 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
133	26-06-224-002	SOUTH CHICAGO SAVINGS BANK TR112017 dated 07-21-80	Lot 44 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
134	26-06-224-003	SOUTH CHICAGO SAVINGS BANK TR112017 dated 07-21-80	Lot 43 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
135	26-06-224-004	THE FIRST BANK OF OAK PARK TR11814 dated 09-18-79	Lot 42 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
126	26-06-224-005	HARRY PANOS & STEVE PANOS as joint tenants	Lot 41 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
127	26-06-224-006	HARRY PANOS & STEVE PANOS as joint tenants	Lot 40 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
128	26-06-224-007	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1929 dated 10-31-77	Lot 39 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
129	26-06-224-008	LASALLE NATIONAL BANK TR44343 dated 07-05-73	Lots 37 & 38 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
130	26-06-224-009	RICARDO GARCIA	Lot 36 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
141	26-06-224-010	RICARDO GARCIA	Lot 35 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 8 & 9 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
142	26-06-224-011	RICARDO GARCIA	Lot 34 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
143	26-06-224-012	SUPER MEXI CORP.	Lot 33 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
144	26-06-224-013	ISADORE SHITOWSKY	Lot 32 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
145	26-06-224-014	CYNTHIA DOYCE	Lot 31 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
146	26-06-224-015	CYNTHIA DOYCE	Lot 30 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5, 6, 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
147	26-06-224-032	SOUTH CHICAGO SAVINGS BANK TR112017 dated 07-21-80	North 89.62 feet of Lots 25 & 26 and the North 89.62 feet of the East 15.87 feet of Lot 27 and the North 47.41 feet of the West 9.12 feet of Lot 27 and North 47.41 feet of Lots 28 & 29 all in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
148	26-06-224-033	SOUTH CHICAGO SAVINGS BANK TR112017 dated 07-21-80	South 45.37 feet of Lots 25 & 26 and the South 45.37 feet of the East 15.87 feet of Lot 27 and the South 87.58 feet of the West 9.12 feet of Lot 27 and South 45.37 feet of Lots 28 & 29 all in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
149	26-06-224-035	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1843 dated 06-24-77	Lots 21 & 22 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
150	26-06-224-036	RODRIGO ACOSTA & MARIA T. ACOSTA his wife, as joint tenants	Lot 20 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - ORDER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
151	26-06-224-037	ANTHONY ELIOPULOS a bachelor, an undivided 1/2 interest & GEORGE M. ELIOPULOS & SYLVIA ELIOPULOS his wife, an undivided 1/2 interest, as joint tenants	Lots 18 & 19 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
152	26-06-224-038	JOSE C. ROCHA & LUCIA L. ROCHA his wife, as joint tenants	Lot 24 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
153	26-06-224-039	KATHLEEN O'CONNER	Lot 23 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
154	26-06-402-001	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1969 dated 03-17-78	Lots 10 & 11 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
155	26-06-402-002	CLARETTANS, INC.	Lot 9 in Block 54 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
156	26-06-402-003	NINETY-FIRST AND COMMERCIAL BUILDING CORPORATION	Lot 8 in Block 71 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
157	26-06-402-004	NINETY-FIRST AND COMMERCIAL BUILDING CORPORATION	Lot 7 in Block 71 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
158	26-06-402-005	NINETY-FIRST AND COMMERCIAL BUILDING CORPORATION	Lot 6 in Block 71 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
159	26-06-402-006	NINETY-FIRST AND COMMERCIAL BUILDING CORPORATION	Lot 5 in Block 71 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
160	26-06-402-007	NINETY-FIRST AND COMMERCIAL BUILDING CORPORATION	Lot 4 in Block 71 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
161	26-06-402-008	NINETY-FIRST AND COMMERCIAL BUILDING CORPORATION	Lots 1-3 (both inclusive) in Block 71 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
162	26-06-402-017	HAROLD FEIN	Lot 1 in Davis Resubdivision of Lot 12 in Block 71 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
163	26-06-402-018	NINETY-FIRST AND COMMERCIAL BUILDING CORPORATION	Lots 2 & 3 in Davis Resubdivision of Lot 12 in Block 71, as aforesaid.
164	26-06-402-019	J. RICHARD WHITTINGTON trustee of TEXAS WESTERN FINANCIAL CORP.	Lot 4 in Davis Resubdivision of Lot 12 in Block 71, as aforesaid.
165	26-06-402-020	EXCHANGE NATIONAL BANK OF CHICAGO TR31869 dated 11-16-76	Lot 5 in Davis Resubdivision of Lot 12 in Block 71, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
166	26-06-402-021	CENTRAL NATIONAL BANK IN CHICAGO TR22589 dated 07-29-77	Lot 6 in Davis Resubdivision of Lot 12 in Block 71 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
167	26-06-402-022	S. S. KRESGE COMPANY	Lots 7 & 8 in Davis Resubdivision of Lot 12 in Block 71, as aforesaid.
168	26-06-402-023	SIDS BUILDING CORP.	Lots 9 & 10 in Davis Resubdivision of Lot 12 in Block 71, as aforesaid.
169	26-06-402-024	LASALLE NATIONAL BANK TR41399 dated 08-11-70	Lots 18-21 (both inclusive) in Davis Resubdivision of Lot 12 in Block 71, as aforesaid.
170	26-06-402-025	SIDS BUILDING CORP.	Lot 11 in Davis Resubdivision of Lot 12 in Block 71, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
171	26-06-402-026	SIDS BUILDING CORP.	Lot 12 in Davis Resubdivision of Lot 12 in Block 71 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
172	26-06-402-027	LASALLE NATIONAL BANK TR41390 dated 08-11-70	Lots 13-17 and a 3 foot strip of land lying West and adjoining said Lots 13-16 and lying East and adjoining Lot 17 in Davis Resubdivision of Lot 12 in Block 71, as aforesaid.
173	26-06-403-001	LASALLE NATIONAL BANK TR102669 dated 08-04-80	Lots 10-12 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
174	26-06-403-002	LASALLE NATIONAL BANK TR102669 dated 08-04-80	Lot 9 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
175	26-06-403-003	LASALLE NATIONAL BANK TR102669 dated 08-04-80	Lot 8 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
176	26-06-403-004	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1843 dated 06-24-77	Lot 7 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
177	26-06-403-005	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1843 dated 06-24-77	Lot 6 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
178	26-06-403-008	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1843 dated 06-24-77	Lot 3 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
179	26-06-403-009	GEORGE P. TATOKAS & PANAGIOLA G. TATOKAS his wife, as joint tenants	Lots 1 & 2 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
180	26-06-403-010	THE STEEL CITY NATIONAL BANK OF CHICAGO TR336 dated 10-26-65	Lot 42 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
181	26-06-403-011	NATIONAL BOULEVARD BANK OF CHICAGO TR7535 dated 11-29-82	Lot 41 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
182	26-06-403-012	SOUTH CHICAGO SAVINGS BANK TR112042 dated 12-15-80	Lot 40 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
183	26-06-403-013	SOUTH CHICAGO SAVINGS BANK TR112042 dated 12-15-80	Lot 39 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
184	26-06-403-014	SOUTH CHICAGO SAVINGS BANK TR111943 dated 05-25-79	Lot 38 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
185	26-06-403-015	ZEPHRUS EXPRESS, INC.	Lot 37 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
186	26-06-403-016	LEO O. HORNSTEIN	Lots 35 & 36 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
187	26-06-403-017	SAM POLL	Lot 34 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
188	26-06-403-018	EXCHANGE NATIONAL BANK OF CHICAGO TR34886 dated 01-22-79	Lots 32 & 33 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
189	26-06-403-028	BELLA TRILTKIS	West 75 feet of Lot 31 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
190	26-06-403-029	ZIVKO ILLICH & KRAJNA ILLICH as Joint tenants	East 25 feet of Lot 31 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
191	26-06-403-030	JAMES MANASSES & TASIA MANASSES his wife, as joint tenants	Lots 28-30 (both inclusive) in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
192	26-06-403-031	JAMES MANASSES & TASIA MANASSES his wife, as joint tenants	Lot 27 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
193	26-06-403-032	WILLIAM G. CHRISTY & GEORGIA CHRISTY his wife, as joint tenants	Lots 25 & 26 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
194	26-06-403-033	THE STEEL CITY NATIONAL BANK OF CHICAGO	Lot 24 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
195	26-06-403-034	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1843 dated 06-24-77	Lots 4 & 5 in Block 70 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
196	26-06-409-001	SOUTH CHICAGO SAVINGS BANK	Lot 11 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
197	26-06-409-002	SOUTH CHICAGO SAVINGS BANK	Lot 10 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
198	26-06-409-003	SOUTH CHICAGO SAVINGS BANK	Lot 8 & 9 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
199	26-06-409-004	SOUTH CHICAGO SAVINGS BANK	Lot 7 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
200	26-06-409-005	SOUTH CHICAGO SAVINGS BANK	All of Lots 5 & 6 and the North 59.40 feet of Lots 3 & 4 and the North 53.906 feet of Lots 1 & 2 all in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
201	26-06-409-006	SOUTH CHICAGO SAVINGS BANK	South 75.60 feet of Lots 3 & 4 and the South 81.094 feet of Lots 1 & 2 all in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
202	26-06-409-008	ROYAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO	Lot 12 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
203	26-06-409-009	ROYAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO	Lots 13 & 14 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
204	26-06-409-010	ROYAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO	Lot 15 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
205	26-06-409-011	ROYAL BUILDING AND LOAN ASSOCIATION OF SOUTH CHICAGO	Lot 1 in Subdivision of Lot 16 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
206	26-06-409-012	ROYAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO	Lot 2 in Subdivision of Lot 16 in Block 83 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
207	26-06-409-013	SOUTH CHICAGO SAVINGS BANK TR112037 dated 11-18-80	Lot 3 in Subdivision of Lot 16 in Block 83, as aforesaid.
208	26-06-409-014	DRAGO NOVOVIC	Lot 4 in Subdivision of Lot 16 in Block 83, as aforesaid.
209	26-06-410-001	SOUTH CHICAGO SAVINGS BANK TR112114 dated 05-15-82	Lot 35 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
210	26-06-410-002	COSMOPOLITAN NATIONAL BANK OF CHICAGO TR25394 dated 04-10-80	Lots 33 & 34 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

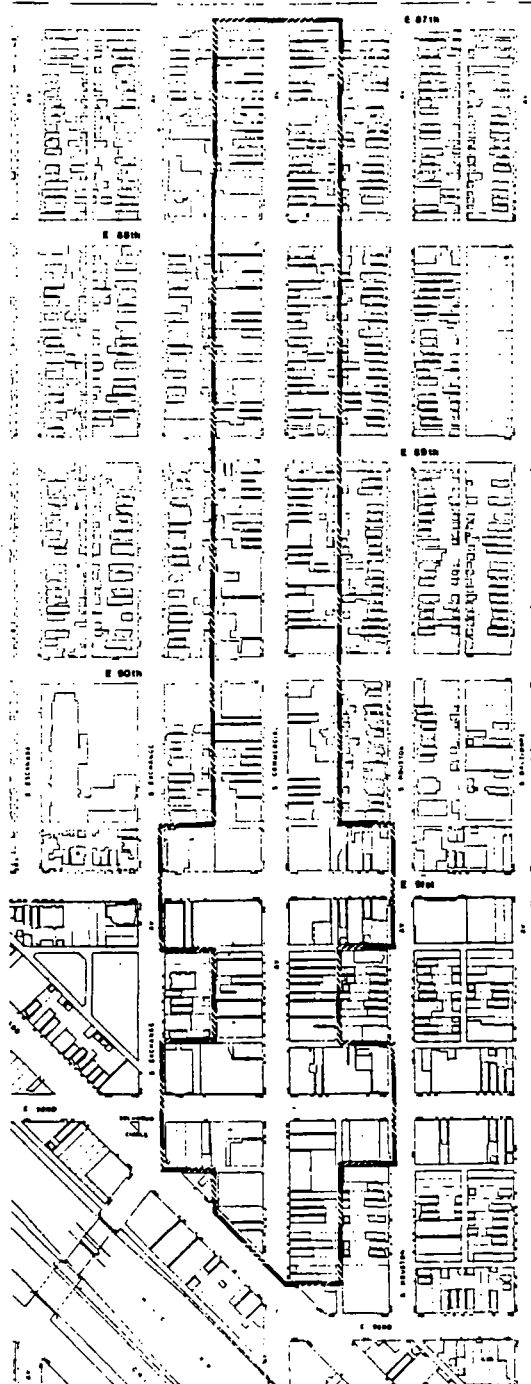
Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
211	26-06-410-003	THE STEEL CITY NATIONAL BANK OF CHICAGO TR2133 dated 01-15-79	Lots 28-32 (both inclusive) in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
212	26-06-410-004	DR. ROMEO FALLOTTO	Lot 27 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
213	26-06-410-005	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1559 dated 07-21-75	Lot 26 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
214	26-06-410-006	HILDA HUPPERT	Lot 25 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
215	26-06-410-007	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1559 dated 07-21-75	Lot 24 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
216	26-06-410-008	ROMEO A. PALLOTTO & ELEANOR P. PALLOTTO as joint tenants	Lot 23 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
217	26-06-410-009	ROMEO A. PALLOTTO & ELEANOR P. PALLOTTO as joint tenants	Lot 22 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
218	26-06-410-010	ARTURO VALLES & PETRA VALLES as joint tenants	North 25 feet of Lot 21 in Block 84, in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
219	26-06-410-011	FRANK RATKOVIC & ANGELINE RATKOVIC as joint tenants	North 25 feet of the South 50 feet of Lot 21 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
220	26-06-410-012	THEODORE DEUTCH a widower & CONRAD A. DEUTCH as joint tenants	South 25 feet of Lot 21 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.

SPECIAL SERVICE AREA - OWNER OF RECORD/LEGAL DESCRIPTION INFORMATION

Index Number	Tax Numbers (in numerical order)	Owner of Record	Legal Description
221	26-06-410-013	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1872 dated 08-28-78	Lot 20 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractions Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
222	26-06-410-014	THE STEEL CITY NATIONAL BANK OF CHICAGO TR1872 dated 08-28-78	Lot 19 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company, as aforesaid.
223	26-06-410-017	EDWARD M BARRY & NELL BARRY his wife, as joint tenants	Lot 6 in Subdivision of Lots 1-5 in Block 84 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 & 6 in Township 37 North Range 15, East of the Third Principal Meridian in Cook county, Illinois
224	26-06-410-020	SOUTH CHICAGO SAVINGS BANK TR111628 dated 12-05-72	Lot 1 in Subdivision of Lots 1-5 in Block 84, as aforesaid.
225	26-06-410-033	THE STEEL CITY BANK OF SOUTH CHICAGO	Lots 2-5 (both inclusive) in Subdivision of Lots 1-5 in Block 84, as aforesaid.



SPECIAL SERVICE AREA 5

92nd and Commercial - South Chicago

(Continued from page 2777)

SECTION 1. A Special Service Area to be known and designated as "City of Chicago Special Service Area No. 3" is hereby established and shall consist of property used in whole or in part for commercial purposes, and wholly or partially fronting on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st to 64th Streets; and legally described in Exhibit 1 attached hereto; a representative map of said Special Service Area is attached as Exhibit 2.

SECTION 2. City of Chicago Special Service Area No. 3 is established to provide special services to that area in addition to services provided by and to the City of Chicago generally. Said special services may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. An annual tax will be levied upon the property in the Special Service Area in an amount sufficient to produce revenues required to provide said special services. Said tax shall not exceed the sum of one and one-quarter percent (1.25%) of the equalized assessed value of the property within the Special Service Area. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time.

SECTION 3. There is to be established a Chicago Southwest Business Growth Area Commission consisting of nine members. Each Commission member shall be appointed to serve for a term of three years, or in the case of a vacancy appointment for the unexpired portion of a term of three years, and until a successor shall be appointed and qualified, except that of the nine initial Commission members, three members shall be appointed to serve for two years and three members shall be appointed to serve for one year. The Mayor, with the approval of the City Council, shall appoint the nine initial Commission members, three each from lists of nominees submitted, respectively, by the Marquette Manor Chamber of Commerce ("Marquette Manor"), the Chicago-Lawn Chamber of Commerce ("Chicago-Lawn") and the Greater Southwest Development Corporation ("Greater Southwest"). Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by Marquette Manor, Chicago-Lawn and Greater Southwest. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve for other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint successor from lists of nominees submitted by Marquette Manor, Chicago-Lawn or Greater Southwest to serve for the unexpired term. All said appointments of Commission members shall be made in such a manner that the Commission shall include three members who shall have been appointed from lists of nominees submitted by each of Marquette Manor, Chicago-Lawn and Greater Southwest, respectively. All said appointments of Commission members shall be from among the owners or lessees of property lying within the Special Service Area.

The Commission shall designate one member as the Chairman of the Commission, and he shall serve no more than two consecutive one-year terms. The Commission members shall serve without compensation.

The Commission shall establish a yearly budget, and shall advise the Mayor and City Council regarding annual taxes to be levied in the Special Service Area, and the expenditure of budgeted funds. The Commission shall establish by-laws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the Special Service Area as are necessary to effectuate its purposes.

SECTION 4. The Special Service Area will exist and annual taxes will be levied to provide to said special services only for a period of five years from the effective date of establishment unless the City Council authorizes an additional term for the Special Service Area.

SECTION 5. The effective date of Special Service Area shall be 60 calendar days from September 15, 1983, unless 51% of owners of record and 51% of electors determined as of September 15, 1983, have filed with the City Clerk of the City of Chicago, petitions opposing establishment.

SECTION 6. This ordinance shall become effective by and from the date of passage thereof.

[Legal descriptions and map printed on pages 2826
through 2872 of this Journal.]

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

The Committee on Finance to which had been referred (April 13, August 17 and October 10, 1983) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

FREE PERMITS.

The Catholic Archdiocese of Chicago.

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 Catholic Archdiocese of Chicago for the construction of a driveway on the premises known as No. 527 N. Paulina Street.

Said building shall be used exclusively for _____ and _____ purpose 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.

Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital for electrical installations on the premises known as No. 707 N. Fairbanks Court.

Said building shall be used exclusively for medical and related purpose 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.

(Continued on page 2873)

EXHIBIT 1

Special Service Area #3
(63rd/Western)

Listing of Owners of Record/Legal Descriptions

(1)	19-13-324-003	American Natl Bank & Trust Trust #10001	Lot forty-one (41) in Block thirteen (13) in Cobe and McKinnon's 63rd St. and Kedzie Ave. subdivision of the West half (W 1/2) of the Southwest Quarter (SW 1/4) of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.
(2-9)	19-13-324-004, 005,006,007, 008,009,010 & 011	Marquette Natl Bank Trust #6100	Lots 33,34,35,36,37,38,39 and 40 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the South West quarter of Section 13, Township 38 North, Range 13, East of Third Principal Meridian, in Cook County, Illinois.
(10, 11)	19-13-324-012, 013	Gregory & Virginia Lialios	Lots thirty-one (31) and thirty-two (32) in Block thirteen (13) in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West half (W 1/2) of the South West quarter (SW 1/4) of Section thirteen (13) Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian.
(12)	19-13-324-014	Raymond D. and Ramona R. Bartz	Lot 30 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the west 1/2 of the south west 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(13)	19-13-324-015	Beverly Bank Trust #8-5136	Lots 26,27,28 and 29 in Block 13 in Cobe and McKinnon's 63rd and Kedzie Avenue Subdivision of the West 1/2 of the South West Quarter 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(14)	19-13-324-028	Raymond & Lorna Gavcus	Lots 24 and 25 and that part of Lot 23 described as follows: Commencing at the Northwest corner of Lot 23; thence East along the North line of said Lot 2 feet, 10 1/2 inches; thence South 48 feet, 9 inches, to a point 2 feet 11 inches East of the West line said Lot 23; thence South 76 feet 3 inches to a point on the South line of said lot, 5 feet 11 3/8 inches East of the Southwest corner of said lot; thence West along South line of said lot, 5 feet 11 3/8 inches to the Southwest corner of said lot; thence North along the West line of said lot to the place of beginning; all in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue subdivision of the west half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian.

- (15) 19-13-324-029 First Natl Bank of Cicero
Trust #6845

Lot 23 except that part described as follows: Commencing at the Northwest corner of Lot 23, thence East along the North line 2'-10 1/2"; thence South 48'-9" to a point 2'-11" East of the West line of said lot; thence East and parallel to the North line of said Lot 3'-1"; thence South 76'-3" to a point on the South line of said Lot 5'-11 3/8" East of the Southwest corner of said lot; thence West along the South line of said Lot to the Southwest corner of said lot; thence North along the West line of said lot to the point of beginning; all of lot 22 and that part of Lot 21 described as follows: Commencing at the Northwest corner of Lot 21, thence East along the North line 11'-10 5/8"; thence South and parallel to the West line of said Lot 32'-10 3/8"; thence West 10'-9 3/8" to a point 32'-6 1/2" South of the North line of said Lot and 1'-1 3/8" East of the West line of said lot; thence South and parallel to the West line of said Lot 9'-8 3/8"; thence East 1'-5 1/4" to a point 42'-2 7/8" South of the North line of said lot and 2'-6 5/8" East of the West line of said lot; thence South and parallel to the West line of said Lot 3'-2 3/8"; thence West 2'-6 5/8" to a point on the West line of said Lot 45'-5 1/4" South of the Northwest corner of said Lot; thence North along the West line of said Lot to the point of beginning; all in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West 1/2 of the southwest 1/4 of section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Subject to Easement over the East 5.50' of the South 30.30' of lot 22 from street level (+ 25.70 City of Chicago Datum to high point of skylight (+52.00)

- (16) 19-13-324-030 Western Natl Bank of Cicero
Trust #5948

Parcel 1:
Lot 20 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and that part of Lots 21 and 22 in aforesaid Block 13 described as follows: Commencing at the South East corner of aforesaid Lot 21, thence North in the East line a distance of 125.0 feet to its North East corner; thence West in the North line of aforesaid Lot 21 a distance of 13.45 feet to a point that is 11.55 feet East of the Northeast corner of aforesaid Lot 21; thence South in the Center line of a Brick wall (whose parapet measures .68 feet) and its prolongation North a distance of 32.57 feet to a point 0.34 feet North of the South face of a brick wall; thence West in the center line of a brick wall (whose parapet measures 0.68 feet) and its prolongation East and West a distance of 10.96 feet to the center line of the prolongation North and South of a brick wall (whose parapet measures 1.04 feet) thence South in last described center line a distance of 10.37 feet to a point

0.33 feet 0.33 feet South of the North face of a Brick Chimney, thence West in a line 0.33 feet South of the North face of aforesaid chimney a distance of 0.89 feet to a point in the prolongation North and South of the center line of a Brick Wall (whose parapet measures 0.68 feet) (last described center line being 0.34 feet West of the East line of Lot 22 in aforesaid Block 13); thence South in last described center line being 0.34 feet West of the East line of Lot 22 in aforesaid Block 13, thence South in last described center line (the North 2.86 feet being 0.34 feet East of and parallel to the West face of aforesaid Lot 22; thence East in the South line of aforesaid Lot 21 and 22 a distance of 25.34 feet to a point of beginning, in Cook County, Illinois.

Parcel 2:

Easement appurtenant to and for the exclusive benefit of Parcel 1 over the East 5.50 feet of the South 30.30 feet of Lot 22 (except that part thereof falling in parcel 1) in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois for the use of stairway from sidewalk (Chicago City Datum) to skylight level of 52.00 feet (City of Chicago Data).

Parcel 1 is subject to party wall and party wall rights.

(17- 19-13-324-031, Marquette Natl Bank
19) 032, 033 Trust #9231

Lots 16, 17, 18 and 19 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(20) 19-13-324-034 Lee Montgomery

The South 14 feet of Lot 42 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(21) 19-13-324-035 John & Dimitra Maragos

Lot 42 (except the South 14 feet) and all of Lot 43 in Block 13 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(22, 23)	19-13-325-029, 030	LaSalle Natl Bank Trust #104136	Lots 24 & 25 Block 14 in Cobe and McKinnon's 63rd St. and Kedzie Ave. Subdivision of West 1/2 of South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(24)	19-13-325-031	David & Barbara Frankel	Lot twenty three (23) in Block Fourteen (14) in Cobe and McKinnon's sixty third Street and Kedzie Ave Subdivision of West half of the south west quarter of section thirteen (13), township thirty eight (38) north, range thirteen (13), east of the third principal meridian, Cook County, Illinois.
(25)	19-13-325-032	Edward Sherman Merkin	Lot twenty two (22) in block fourteen (14) in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West half of the South West quarter of Section thirteen (13), township thirty eight (38) north, Range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois.
(26)	19-13-325-033	Natl Bank of Evergreen Pk Trust #4169	Lot 21 in Block 14 in Cobe and McKinnon's 63rd Street and Kedzie Ave. Subdivision of the West 1/2 of the North West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(27)	19-13-325-034	First Natl Bank of Cicero Trust #6579	Lots 16,17 and 18 in Block 14 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(28)	19-13-325-035	Heritage Standard Bank & Trust Co. Trust #7864	Lots 16, and 17 in Block 14 in Cobe and McKinnon's 63rd Street and Kedzie Avenue Subdivision of the West 1/2 of South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(29)	19-13-326-030	Vito and Anna Falco	Lots Twenty-four (24) and Twenty-five (25) in Block fifteen (15) in Cobe and McKinnon's Sixty-third Street and Kedzie Avenue Subdivision of the West half 1/2 of the Southwest quarter 1/4 of Section thirteen (13) Township Thirty eight (38) North, Range thirteen (13) Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.
(30)	19-13-326-031	Walter & Anna Jugiella	Lot Twenty-three (23) in Block Fifteen (15) in Cobe and McKinnon's sixty third (63rd) Street and Kedzie Ave. subdivision of the west half (w 1/2) of the South West quarter (sw 1/4) of section thirteen (13), township thirty-eight (38) north range thirteen (13), east the the third (3rd) Principal Meridian.

(5)

- (31) 19-13-326-032 The Cosmopolitan Natl Bk
of Chicago Trust #25123 Lots 21 and 22 in Block 15 in Cobe
and McKinnon's 63rd Street and Kedzie
Ave. Subdivision of the West 1/2 of the
South west quarter of the Section 13,
Township 38 North, Range 13, East of
the Third Principal Meridian in Cook
County, Illinois.
- (32) 19-13-326-033 Raymond M. & Helen R. Hoeffken Lot Twenty (20) in Block fifteen (15)
in Cobe and McKinnon's 63rd Street and
Kedzie Ave. Subdivision of the West
half (w1/2) of the South west quarter
(sw1/4) of Section thirteen (13),
Township thirty-eight (38) north, Ran-
thirteen (13), east of the Third Prin-
cipal Meridian, in Cook County, Illin.
- (33) 19-13-326-034 James L. Bertucci Lots 16 to 19 inclusive in Block 15 in
Cobe and McKinnon's 63rd Street and
Kedzie Avenue Subdivision of the West
half of the Southwest quarter of
Section 13, Township 38 North, Range
13, east of the third Principal Merid
- (34) 19-13-327-030 Ronald & Geraldine Fornaciari Lots 24 and 25 in Block 16 in Cobe and
McKinnon's 63rd Street and Kedzie Ave
Subdivision of the West 1/2 of the So
West 1/4 of Section 13, Township 38
North, Range 13, East of the Third
Principal Meridian, in Cook County, I
also Lots 24 and 25 in Block 13 in Co
and McKinnon's 63rd Street and Sacra
Avenue Subdivision of the East 1/2 of
the South West 1/4 of Section 13,
Township 38 North, Range 13, East of
Third Principal Meridian, in Cook Cou
Illinois.
- (35) 19-13-327-031 Horst D. and Giselle Petersen Lot 23 in Block 16 in Cobe and McKinn
63rd Street and Kedzie Ave. Subdivisi
of the West half of the Southwest qua
of Section 13, Township 38 North, Ran
13, East of the Third Principal Meri
in Cook County Illinois.
- (36) 19-13-327-032 Republic Bank of Chicago
Trust #1027 Lots 21 and 22 in Block 16, Cobe and
McKinnon's 63rd Street and Kedzie Ave.
Subdivision of the west 1/2 of the
Southwest 1/4 in section 13, Townshi
38 North, Range 13 East of the Third
Principal Meridian, in the City of C
in Cook County, Illinois.
- (37) 19-13-327-033 Marquette Natl Bk
Trust #7081 Lot 20 Block 16 in Cobe and McKinnon
63rd St. & Kedzie Ave. Subdivision o
West 1/2 of South West 1/4 of Sectio
13, Township 38 North, Range 13 East
the Third Principal Meridian.
- (38) 19-13-327-038 American Natl Bk & Trust Co.
of Chicago Trust #39824 Lots 16,17, 18 and 19 in Block 16 in
Cobe and McKinnon's 63rd St. and Ked
Avenue. Subdivision of the west hal
of the Southwest 1/4 of Section 13,
Township. 38 north, range 13, east
the third Principal Meridian in Cook
County, Illinois.



(6)

(39)	19-13-328-031	Amalgamated Trust & Svc. Bk Trust #3461	Lots 24 and 25 in Block 13 in Cobe and McKinnon's 63rd Street and Sacra- mento Avenue Subdivision of the East half (1/2) of the South West Quarter (1/4) of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(40)	19-13-328-032	Jose J. and Estela Herrera	Lot 23 in Block 13 in Cobe and McKinn 63rd St. and Sacramento Ave. Subdivis of the east half of the southwest quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, I.

(41) 19-13-328-033	Pioneer Trust & Savings Bank #17058	Lot 22 in Block 13 in Cobe & McKinnon's 63rd and Sacramento Avenue Subdivision of the East Half of the Southwest Quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(42, 43) 19-13-328-034, 035	The Live Stock National Bank of Chicago #13681	Lots 18, 19, 20 and 21, in Block 13, Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter Section 13, Township 38 North, Range East of the Third Principal Meridian in Cook County, Illinois
(44) 19-13-328-038	Louis & Theresa Esposito	Lots 16 and 17 in block 13 in Cobe & McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(45) 19-13-329-029	Standard Bank & Trust Co. Trust #2903	Lots Twenty-four (24) and Twenty-five (25) in Block Fourteen (14) in Cobe McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half (E, 1/2) of the South West Quarter (1/4) of Section Thirteen (13), Township Thirty-eight (38) North, Range Thir (13), East of the Third Principal Meridian, in Cook County, Illinois
(46) 19-13-329-030	Roberto & Dora Rodriguez	Lot 23 in Block 14 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(47-49) 19-13-329-031, 032, 033	Marquette National Bank #6279	Lots Twenty (20), Twenty-One (21), Twenty-two (22) in Block Fourteen (14) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half (1/2) of the South West Quarter (SW 1/4) of Section Thirteen (13), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois
(50) 19-13-329-034	Juan & Maria Benitez	Lot 19 in Block 14 in Cobe & McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(51-53) 19-13-329-035, 036, 037	First National Bank of Cicero #6579	Lots 16, 17 and 18 in Block 14 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(54-55) 19-13-330-030, 031	Central Community Hospital	Lots 24 & 25 in Block 15 in Cobe and McKinnon's 63rd Street & Sacramento Avenue Subdivision of the East Half of South West Quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

(56)	19-13-330-032	Felix P. & Antoinette L. Waitches	Lot Twenty-three (23) in Block Fifteen (15) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half (E 1/2) of the South West Quarter (SW 1/4) of Section Thirteen (13) Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois
(57)	19-13-330-033	Marquette National Bank #6637	Lot 22 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(58)	19-13-330-034	Vytautas & Janina Peseckas	Lot 21 in Block 15 in Cobe & McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(59, 60)	19-13-330-035, 036	Drovers Trust & Savings Bank #58128	Lots 19 and 20 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13 Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(61)	19-13-330-037	Marquette National Bank #7675	Lot 18 in Block 15 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(62)	19-13-330-038	Marquette National Bank #9556	Lots Sixteen (16) and Seventeen (17) in Block Fifteen (15) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West Quarter of Section Thirteen (13), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian in Cook County, Illinois
(63)	19-13-331-031	Marquette National Bank #7664	Lot 25 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(64)	19-13-331-032	Marquette National Bank #7664	Lot 24 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(65)	19-13-331-033	Angelo & Edvige Sena	Lot Twenty three (23) in Block sixteen (16) in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of East half of the South West quarter of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois
(66)	19-13-331-034	Robert R. Peters	Lot 22 in Block 16 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

- (67) 19-13-331-035 Mobil Oil Corporation Lot 21 in Block 16 in Cobe & McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (68) 19-13-331-036 Mobil Oil Corporation Lot twenty (20) in Block sixteen (16), Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian in Cook County, Illinois
- (69) 19-13-331-037 Mobil Oil Corporation Lot 19 in Block 16 in Cobe & McKinnon's 63rd and Sacramento Avenue Subdivision of the East half of the South West quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (70) 19-13-331-038 Mobil Oil Corporation Lot 18 in Block 16 in Cobe & McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East Half of the South West Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (71, 19-13-331-039, Mobil Oil Corporation
72) 040 Lots 16 and 17 in Block 16 in Cobe & McKinnon's 63rd and Sacramento Avenue subdivision of the East half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (73) 19-13-423-020 Robert M. Clark Lots 1 and 2 in Block 1 in Cobe and McKinnon's 63rd Street Subdivision of Southeast quarter of the Southeast Quarter of Section 13, Township 38 North, Range 13, and of the Northeast quarter of the Northeast quarter of Section Township 38 North, Range 13, East of Third Principal Meridian, in Cook County, Illinois
- (74- 19-13-423-021, Harry Q. Rohde
77) 022, 023, 024 Lots 3,4,5 and 6 in Block One in Cobe & McKinnon's 63rd Street Subdivision of Southeast Quarter of Southeast Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and Northeast Quarter of Northeast Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (78- 19-13-423-025, Louis D. & Ruby S.
83) 026, 027, 028, Arkow
029, 030 Lots 7 to 15 inclusive in Block 1 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

- (84) 19-13-423-001 Marquette National Bank
Trust #5130
Lots 16 and 17 in Block 1 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of South East 1/4 of Section 13 and of North East 1/4 of North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
- (85) 19-13-423-032 Adolph & Pauline Stopen
Lot 18 in Block 1 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, Township 38, North, Range 1 East of the Third Principal Meridian the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (86 - 19-13-423-033, McDonald's Corporation
90) 034,035,036,&
037
Lots 19,20,21,22,23 and 24 in Block Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (91, 19-13-424-031 & Marquette National Bank
92) 032 #8706
Lots 24 and 25 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (93) 19-13-424-033 Marquette National Bank
#6930
Lot 23 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half the South East quarter of Section 13 Township 38 North, Range 13, East of Third Principal Meridian in Cook County, Illinois.
- (94) 19-13-424-034 Terry & Marie Sou Hoo
Lot 22 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West Half of the South East Quarter of Section Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (95, 19-13-424-035, Marquette Park Savings &
96) & 036 Loan Association
Lots twenty (20) and twenty-one (21) in Block thirteen (13) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian.
- (97) 19-13-424-037 Marquette Park Savings &
Loan Association
Lot 19 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian.
- (98) 19-13-424-038 Elmhurst Federal Savings &
Loan
Lot 18 in Block 13 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half the Southeast quarter of Section 13 Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- (99, 100, 19-13-424-041, & John P. Kelly & Eleonore Kelly
042 John Flynn & Mary Jane Flynn
- Lots Sixteen (16) and Seventeen (17) in Block Thirteen (13) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section Thirteen (13), Township Thirty Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.
- (101) 19-13-425-001 St. Rita Parish of the Augustinian Society of Chicago
- Block fourteen (14) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half (W 1/2) of the South East quarter (SE 1/4) of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
- (102, 19-13-426-031, & First National Bank of
(103) 032 Cicero Trust #6827
- Lots 24 and 25 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the Southeast 1/4 of Section 13, Township 38 North, Range East of the Third Principal Meridian in Cook County, Illinois
- (104) 19-13-426-033 Dennis and Donna Damsco
- Lot 23 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (105) 19-13-426-034 Rich Little & Robert Nommensen
- Lot (22) in Block (15) in Cobe and McKinnon's 63rd and California Ave, A subdivision of the West (1/2) of the South East (1/4) of Section 13, Township 38 North, Range 13 East of the Thrid Principal Meridian, in Co. County, Illinois.
- (106) 19-13-426-035 Marquette National Bank Trust #1435
- Lots twenty (20) and twenty one (21) in Block fifteen (15) in Cobe and McKinnon's Sixty-Third and California Avenue Subdivision of the West half South East quarter of Section thirt (13), Township thirty eight (38) No Range thirteen (13), East of the Th Principal Meridian;
- (107) 19-13-426-036 Marquette National Bank Trust #9356
- Lot 19 in Block 15 in Cobe & McKinnon's 63rd Street and California Avenue Subdivision, being a subdivision of the West 1/2 of Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (108) 19-13-426-037 The Drovers Bank of Chicago Trust #73093
- Lot 18 in Block 15 in Cobe & McKinnon's 63rd Street & California Avenue Subdivision of the West half of the Southeast Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian.
- (109) 19-13-426-038 The Steel City National Bank of Chicago Trust #1943
- Lots 16 and 17 in Block 15 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range East of the Third Principal Meridian in Cook County, Illinois.

(110, 19-13-427-030, & 111) 031	Devon Bank Trust #1022	Lots 24 and 25 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(112) 19-13-427-032	Joseph Gustav Wagner & Hermina Wagner	Lot twenty-three (23), in Block six (16), in Cobe and McKinnon's 63rd Street and California Avenue Subdiv of the West half (W 1/2), of the South East quarter (S.E. 1/4), of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
(113) 19-13-427-033	Cicero State Bank Trust #1336	Lot twenty two (22) in block sixteen (16) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois.
(114) 19-13-427-034	Vincent J. Grebliunas & Helen D. Grebliunas	Lot Twenty-one (21) in Block sixteen (16) in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Thirteen (13), Township Thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.
(115) 19-13-427-035	Zygmunt Kojak	Lot 20 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the Southeast quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(116) 19-13-427-036	Marquette National Bank Trust #749	Lot Nineteen (19) in Block Sixteen (16) in Cobe and McKinnon's 63rd Street and California Avenue subdivision of the West Half (W 1/2) of the South East Quarter (SE 1/4) of Section Thirteen (13), Township Thirty-Eight (38) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian.
(117) 19-13-427-037	Lithuanian American Council, Inc.	Lot 18 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(118) 19-13-427-040	Athanasios J. Chicos	Lots 16 and 17 in Block 16 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West half of the South East quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(119, 120)	19-13-428-030, & 031	Marquette National Bank Trust #914	Lots twenty four (24) and twenty five (25) in Block five (5) in Cobe and McKinnon's 63rd Street Subdivision of fractional Sections thirteen (13) and twenty four (24), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois.
(121)	19-13-428-032	John Bumblis & Nancy Bumblis	Lot twenty-three (23) in Block five (5) in Cobe and McKinnon's 63rd Street subdivision of the South East Quarter of the South East Quarter of Section thirteen (13) and the North East Quarter of the North East Quarter of Section twenty-four (24), all in Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
(122)	19-13-428-033	Marquette National Bank, Trust #3538	Lot 22 in Block 5 in Cobe and McKinnon 63rd Street Subdivision of the South East Quarter of the South East quarter of Section 13, and the North East Quarter of the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.
(123)	19-13-428-034	Tylka Bros. Press, Inc.	Lot twenty-one (21) in Block five in Cobe & McKinnon's 63rd Street Subdivision of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirteen (13) and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section twenty-four (24), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.
(124, 125)	19-13-428-035, & 036	Talman Home Federal Savings & Loan Association of Illinois	Lots 17, 18, 19, and 20 in Block 5 in Cobe and McKinnon's 63rd Street subdivision of the South East Quarter of the South East Quarter of Section 13 and the Northeast Quarter of the Northeast Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(126)	19-13-428-037	Walter Jagiella & Anna Jagiella	Lot sixteen (16) in Block five (5) in Cobe and McKinnon's Sixty Third Street subdivision of the South East Quarter of the South East Quarter of Section thirteen (13), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian and the North East Quarter of the North East Quarter of Section twenty four (24) Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian in Cook County Illinois.
(127, 128)	19-13-429-030, & 031	(City of Chicago) (Condemnation Title)	Lots 24 and 25 in Block 6 in Cobe McKinnon's 63rd Street subdivision of the Southeast 1/4 of the South 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County Illinois.

- (129, 19-13-429-032, & Union National Bank of Chicago
130, 033,035 Trust #1031
132)
- lots 20,22, and 23 in Block 6 in
Cobe and McKinnon's 63rd Street
Subdivision of the South East
quarter of the South east quarter o
Section 13, and the North East
quarter of the North East quarter
of Section 24, Township 38 North,
Range 13, East of the Third Princip
Meridian, in Cook County, Illinois.
- (131) 19-13-429-034 Roel John Trevino
- Lot 21 in Block 6 in Cobe and
McKinnon's 63rd Street Subdivision
of the South East 1/4 of the South
East 1/4 of Section 13 and the Nort
East 1/4 of the North East 1/4 of
Section 24, Township 38 North, Rang
13 East of the Third Principal Meri
in Cook County, Illinois.
- (133, 19-13-429-036, & George Sejaan
134) 037
- Lots 18 and 19 in Block 6 in Cobe
and McKinnon's 63rd Street
subdivision of the South East 1/4 o
the South East 1/4 of Section 13, o
the North East 1/4 of the North East
1/4 of Section 24, Township 38 Nort
Range 13 East of the Third Princip
Meridian, in Cook County, Illinois
- (135) 19-13-429-038 First National Bank of
Blue Island
Trust #83006
- Lots 16 and 17 in Block 6 in Cobe
and McKinnon's 63rd Street
Subdivision of the South East quar
of the South East quarter of Secti
13, Township 38 North, Range 13 Ea
of the Third Principal Meridian an
the North East quarter of the Nort
East quarter of Section 24, Townsh
38 North, Range 13 East of the Thi
Principal Meridian in Cook County,
Illinois.
- (136, 19-13-430-027, & Marquette National Bank,
137) 028 Trust #10133
- Lot 24 and 25 in Block 7 in Cobe &
McKinnon's 63rd Street Subdivision
of the South East quarter of the
South East quarter of Section 13 o
North East quarter of the North Ea
quarter of Section 24, Township 38
North, Range 13, East of the Thir
Principal Meridian, all in Cook Co
Illinois.
- (138) 19-13-430-029 Sylvia D. Estrada
- Lots 21 and 23 in Block 7 in Cobe
McKinnon's 63rd Street subdivisio
of South East quarter of South Ea
quarter of Section 13, Township 3
North, Range 13 East of the Third
Principal Meridian in Cook County
Illinois and the Northeast quarte
North East quarter of Section 24,
Township 38 North, Range 13 East
Third Principal Meridian in Cook
County, Illinois.
- (139) 19-13-430-030 Jose and Maria Bravo
- Lot twenty (20) in Block Seven (7)
in Cobe and McKinnon's 63rd Street
Subdivision of the South East qua
(S.E. 1/4) of the South East qua
(S.E. 1/4) of Section Thirteen (13)
and the North East quarter (N.E. 1/4)
of the North East quarter (N.E. 1/4)
of Section Twenty-four (24), Tow
Thirty-eight (38) North, Range 13
(13), East of the Third Principa
Meridian, in Cook County, Illinois

(140) 19-13-430-031	Patrick J. Keane and Anne Keane	Lot 19 in Block 7 in Cobe & McKinnon 63rd Street Subdivision of the South East Quarter of the South East quart of Section 13 and of the North East quarter of the North East quarter of Section 24, all in Township 38 North Range 13, East of the Third Principa Meridian.
(141) 19-13-430-032	Chicago Title and Trust Co. Trust #1074156	Lot 18 in Block 7 in Cobe and McKinn 63rd Street Subdivision of South East 1/4 of the South East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(142, 19-13-430-033, & 143) 034	William Roins	Lots 16 and 17 in Block 7 in Cobe and McKinnon's 63rd Street subdivisi of the Southeast 1/4 of the Southeas 1/4 of Section 13, Township 38 North Range 13, East of the Third Principa Meridian and the Northeast 1/4 of th Northeast 1/4 of Section 24, Townsh 38 North, Range 13 East of the Thir Principal Meridian in Cook County, Illinois.
(144 19-13-431-015, & to 016,017,018, 150) 019,020, and 021	Lake Shore National Bank, Trust #1-4411	Lots 1,2,3,4,5,6, and 7 in Block 8 Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13 and the Northeast 1/4 of the Northeast of Section 24, all in Township 38 N Range 13 East of the Third Principa Meridian in Cook County, Illinois.

- (151) 19-13-431-022 Josephine Wilson Lot 8 in block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (152) 19-13-431-023 Marquette National Bank, Trust #1630 Lot 9 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 1 Township 38 North, Range 13, and the North East quarter of the North East quarter of Section 2 Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (153) 19-13-431-024 Parkway Bank and Trust Co. Trust #2915 Lot 10 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 1 and the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (154) 19-13-431-025 Parkway Bank & Trust Co. Trust #4701 Lots 11 and 12 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (155) 19-13-431-026 First National Bank of Cicero, Trust #3177 Lot 13 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision being a Subdivision of the South East quarter of the South East quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois and of the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (156) 19-13-431-027 Marquette National Bank, Trust #9956 Lot 14 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (157) 19-13-431-028 Rosemary Calluzzo Lot 15 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast quarter of the Southeast quarter of Section 1 and of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

October 31, 1983

- 158) 19-13-431-029 Marquette National Bank, Trust #5321 Parcel 1-Lots 16, 17, and 18 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (159, 19-13-431-030, Serafin Castillo, & 160) & 031 Teresa Castillo Lots 27 and 28 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast quarter of the South East quarter of Section 13 and the North East quarter of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (161, 19-13-431-032 Marquette National Bank, 162) & 033 Trust #9001 Lots 25 and 26 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (163, 19-13-431-034, Karen Olsen 164) & 035 Lots 23 and 24 in Block 8 in Cobe and McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the South East 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
- (165) 19-13-431-036 American National Bank & Trust Co. of Chicago Trust #56797 Lots 19 to 22, Both inclusive in Cobe and McKinnon's 63rd Street Subdivision in the South East 1/4 of the South East 1/4 Section 13, East of the Third Principal Meridian, in Cook County, Illinois, and the North East 1/4 of the North East 1/4 of Section 24 in 38-13 East of the Third Principal Meridian, in Cook County, Illinois.
- (166) 19-14-427-015 Republic Savings and Loan Association (now First Federal) Lots 68, 69, 70, 71 and 72 in the P. Conover's Subdivision of the South half of Block 9 and the South half of Block 16 (except the South 132 feet of the West 110 feet of the North half thereof) in the Subdivision of the South East quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(167) 19-14-427-037	Republic Savings & Loan Association	Lots One (1), Two (2), Three (3), Four (4), and Five (5) in the Resubdivision of Lots Seventy-three (73) to Seventy-seven (77) inclusive in Wilson P. Conover's Subdivision of the South half (S 1/2) of Block Nine (9), and all of Block Sixteen (16) (except the South One Hundred Thirty-two (132) feet of West One Hundred Ten (110) feet of the North Half (N 1/2) of Block Sixteen) in Webb's Subdivision of the South East quarter (SE 1/4) of Section Fourteen (14), Township Thirty-eight (38) North, Range Thirteen (13), East of Third Principal Meridian.
(168-19-14-428-020, & 171) 021,022,023	Southwest Federal Savings & Loan Association of Chicago	Lots 24, 25, 26, and 27 in Block 4 in Eberhart and Hammonds subdivision of all the lands West of Eberhart Avenue in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(172) 19-14-428-024	Southwest Federal Savings and Loan Association of Chicago	Lots 28 and 29 in Block 4 in Eberhart and Hammond's Subdivision of all of the land West of Eberhart Avenue in the South West 1/4 of the South East 1/4 in James Webb's Subdivision of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(173) 19-14-428-025	Vladimir Sokolovsky	Lot 30 in Block 4 in Eberhart and Hammond's Subdivision of all lands West of Eberhart Avenue in the South West quarter of the South East quarter in James Webb's Subdivision of the Southeast quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(174- 19-14-428-026, & 176) 027,028	Chicago City Bank & Trust Co. Trust #9563	Lots thirty-one (31), thirty-two (32) and thirty-three (33), in Block Four in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the South West quarter of South East quarter of Section fourteen (14), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.
(177) 19-14-428-029	Palos Bank & Trust Co. Trust #1-0775	Lot 34 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue in the South West quarter of the South East quarter Section fourteen (14) Township Thirty Eight North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(178) 19-14-428-030	Anicetas Garba and Anele Garba	Lot 35 in Block 4 in Eberhart and Hammond's Subdivision of all the land West of Eberhart Avenue, in the South West 1/4 of the South East 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian

(191) 19-14-429-027	James F. Tenney	Lot 83 and the East 26/100 feet of Lot 82 in Block 14 in James Webb's Subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(192) 19-14-429-028	O'Brien Family Realty Inc.	Lot 84 in Block 14 in James Webb's subdivision of the South East quarter Section 14, Township 38 North, Range East of the Third Principal Meridian, in Cook County, Illinois.
(193) 19-14-429-029	Ford City Bank Trust #360	Lot 85 in Block 14 in James Webb's subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
(194) 19-14-429-030	Marquette National Bank Trust #2695	Lot 86 in Block 14 in James Webb's Subdivision of the Southeast quarter (1/4) of Section 14, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(195) 19-14-429-031	Ursula Albina Aleks, & Salome Aleks	Lot eighty seven (87) in Block fourteen (14) in James Webb's Subdivision of the South East Quarter of Section fourteen (14), Township Thirty eight (38) North Range thirteen (13), East of the Third Principal Meridian,
(196) 19-14-429-032	Bridgeview Bank and Trust Company Trust #1-0263	Lot 88 in Block 14 in James Webb's Subdivision of the Southeast quarter Section 14, Township 38 North, Range East of the Third Principal Meridian, Cook County, Illinois.**
(197) 19-14-429-033	Norbert J. Bonney and Veronica D. Bonney	Lot 89 in Block 14 in James Webb's Subdivision of the South East 1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(198) 19-14-429-034	Norman Hoffman and Bernard William Hoffman	Lot Ninety (90) in Block fourteen (14) in James Webb's Subdivision of the Southeast quarter of Section Fourteen (14), Township thirty eight (38) North Range Thirteen (13) East of the Third Principal Meridian
(199) 19-14-429-035	Chicago National Bank Trust #15808	Lot Ninety One (91) in Block Fourteen (14) in James Webb's Subdivision of South East quarter of Section Fourteen (14), Township Thirty Eight (38) North Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
(200) 19-14-429-036	Stafac Inc.	Lots 92 to 96 both inclusive in Block 14 in James Webb's subdivision of the South East quarter of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(201)	19-14-430-020	John & Betty Sarakas	Lot 25 in the Subdivision of the South 1/2 of Block 15 in Webb's Subdivision of the South East 1/4 of Section 14, Township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois, excepting therefrom that part if any falling in Homan Ave and 63rd Street.
(202)	19-14-430-021	Marquette Natl Bank Trust #9959	Lot 26 in the subdivision of the south half of block 15 in Webb's subdivision of the southeast quarter of section 1 township 38 north range 13, east of the Third Principal Meridian in Cook County, Illinois.
(203)	19-14-430-022	Arthur & Marilyn Sue Feldschreiber	Lot 27 in subdivision of the south half of block 15 in James Webb subdivision of the southeast quarter of section 1 township 38 north, range 13, east of Third Principal Meridian, in Cook County, Illinois
(204)	19-14-430-023	Chicago Title & Trust Co. Trust #1081921	Lot 28 in subdivision of the south 1/2 of block 15 in Webb subdivision in the southeast 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
(205)	19-14-430-024	Charles D. Kolick	Lot 29 in Block 15 in subdivision of the south half (1/2) of Block 15 in Webb's subdivision of the south east quarter (1/4) of section 14, township 38 north, range 13, east of the Third Principal Meridian, known as 3348 West 63rd Street.
(206)	19-14-430-025	Garfield Ridge Trust & Svgs Bk Trust #74-6-1	Lot 30 and Lot 31 in the subdivision of the south 1/2 of block 15, in Webb's subdivision of the southeast 1/4 of section 14, township 38 north, range 13, east of the third principal meridian in Cook County, Illinois.
(207)	19-14-430-026	Bd of Trustees, Y.M.C.A.	Lot thirty-two (32) in the subdivision of the south half of block fifteen (15) in James Webb's subdivision, of the south east quarter (1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian.
(208)	19-14-403-027	Pioneer Bk & Trust Co. Trust #22428	Lot 33 in the subdivision of the south half of block 15 in Webb's subdivision of the south east quarter of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois.
(209)	19-14-430-028	Joseph Carrington & James Sheldon	Lot 34 in subdivision of the south 1/2 of block 15 in Webb's subdivision of south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois.

(210 & 211)	19-14-430-029, 030	Heritage Standard Bk & Trust Trust #7475	Lot thirty-five (35) and Lot thirty-six (36) in the subdivision of the south half (1/2) of block fifteen (15), in Webb's subdivision of the south east quarter (1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois
(212)	19-14-430-031	Heritage Standard Bk & Trust Trust #7475	Lot thirty-seven (37) in subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the south east quarter (1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of the Third Principal Meridian, in Cook County, Illinois
(213)	19-14-430-032	Krzysztof Hejna	Lots 38 and 39 in the subdivision of the south half of Block 15 in Webb's subdivision of the south east quarter of section 14, township 38 north, range thirteen east of the Third Principal Meridian in Cook County, Illinois
(214)	19-14-430-033	Henry R & Barbara Dobrocky	Lot forty (40) in the subdivision of the south half of block fifteen (15) in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty-eight (38) north, range thirteen (13), east of Third Principal Meridian
(215)	19-14-430-034	Beverly Bank & Trust Trust #8-3667	Lot 41 in the subdivision of the south 1/2 of block 15 in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
(216)	19-14-430-035	Joseph A. Herbert	Lot 42 in subdivision of the south half of block 15 in James Webb's subdivision of the south east quarter of section 14, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
(217)	19-14-430-036	Peter & Elizabeth Herbert	Lot forty-three (43) in the subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the South East quarter (1/4) of Section 14, township 38 north, range 13, east of the Third Principal Meridian
(218)	19-14-430-037	National Consolidated Industries	Lot forty-four (44), Lot forty-five (45) in the subdivision of the south half (1/2) of block fifteen (15) in J. Webb's subdivision of the southeast quarter (1/4) of section 14, township 38 north, range 13, east of the Third Principal Meridian
(219)	19-14-430-038	Beverly Bank Trust #8-5136	Lots 46, 47 and 48 in the subdivision of the south 1/2 of block 15 in Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois

- 220) 19-14-431-014 First Natl Bk of Blue Island Trust #570
 Lots one (1), two (2), three (3), four (4), and five (5) in Britigan's resubdivision of lots 111 to 115 both inclusive in Wilson P. Conover's subdivision of the south half (S 1/2) of block nine (9) and all of block sixteen (16) (except the south 132 feet of the West 110 feet of the North half (N 1/2) of block sixteen (16) in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty eight (38) north, range thirteen (13) east of the Third Principal Meridian in Cook County, Illinois
- 221) 19-14-431-030 American Natl Bk & Trust Co. Trust #52049
 Parcel 1: Lots 122 and 123 in Wilson P. Conover subdivision of south 1/2 of Block 9 and (except the south 132 feet of the west 110 feet of the north 1/2) of block 16 in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois
 Parcel 2: Lots 16, 17 and 18 in block 1 in Eberhart's subdivision of blocks 1 & 2 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
- 222) 19-14-431-031 Marquette Natl Bank Trust #10267
 Lots 120 and 121 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16) in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois
- 223) 19-14-431-032 Ronald & Geraldine Fornaciari
 Lots 116, 117, 118 and 119 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16) in James Webb's subdivision of the south east 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian in Cook County, Illinois
- 224 & 26) 19-14-431-034, 037 Central National Bank Trust #3752
 Lots 124, 125, 126, 130 and 131 in Wilson P. Conover's subdivision of the south half (S 1/2) of block nine (9) and all of block sixteen (16) (except the south one hundred thirty-two (132) feet of the West one hundred ten (110) feet of the North half (N 1/2) of said block sixteen (16), in Webb's subdivision of the south east quarter (SE 1/4) of section fourteen (14), township thirty eight (38) north, range thirteen (13) east of the Third Principal Meridian

- 225) 19-14-431-036 LaSalle Natl Bank
Trust #102419
- Lots 132, 133, 134, 135, 136, 137, 138 and 139 in Wilson P. Conover's subdivision of the south 1/2 of block 9 and all of block 16 (except the west 110 feet of the south 132 feet of the north 1/2 of said block 16) and that part of the lot 131 in Wilson P. Conover's subdivision lying westerly of a line drawn from a point in the north line thereof, 0.40 feet east of the north west corner of said lot to a point in the south line thereof 0.10 feet east of the south west corner of the said lot of the south 1/2 of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north 1/2 of said block 16), all in James Webb's subdivision in the southeast 1/4 of section 14, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois
- 227) 19-14-431-038 Central Natl Bank
Trust #24605
- Lot 127 (except the east 5 feet thereof) Lot 128 and that part of lot 129 lying easterly of a line drawn from the south west corner of said lot to a point in the north line thereof 0.42 feet east of the northwest corner of said lot, all in Wilson P. Conover's subdivision of the south half of block 9 and all of block 16 (except the south 132 feet of the west 110 feet of the north half of block 16) in Webb's subdivision of the southeast quarter of section 14, township 38 north, range 13, east of the Third Principal Meridian
- 228- 19-23-200-001, LaSalle Natl Bank
31) 002,003,004 Trust #36586
- Parcel 1: Lots 20, 21, 22 and 23 in block 4 in John F. Eberhart's Subdivision of the North East Quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- Parcel 2: All that part of West 63rd S lying Northwesterly of and adjoining the Northwesterly line of Lots 22 and 23 and lying South of and adjoining the North line of Lot 21, produced North and lying East of and adjoining the West line of said Lot 23, produced North to its intersection with the North line of Lot 21, produced West, all in Cook County, Illinois
- 232) 19-23-200-005 Mary J & Katherine Kavouras
- The West 1 foot of lot 18 and all of Lot 19 in block 4 in John F. Eberhart's subdivision of the northeast 1/4 of section 23, township 38 north, range 13, east of the 3rd Principal Meridian in Cook County, Illinois
- 233- 19-23-200-006, Marquette Natl Bank
34) 007 Trust #9312
- Lot 17 and lot 18 (except the West 1 foot thereof) in block 4 in John F. Eberhart's subdivision of the northeast quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois
- 235) 19-23-200-008 Southwest Federal Svcs
& Loan Assoc.
- Lot 16 in Block 4 in John F. Eberhart's subdivision of the north east quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois

(236 - 237)	19-23-200-009 010	Southwest Federal Svs. and Loan Assoc.	Lots 14 and 15 in Block 4 in John F. Eberhart's subdivision of the northeast 1/4 of section 23 township 38 north, range 13 east of the Third Principal Meridian all in Cook County Illinois.
(238)	19-23-200-015	Felix Scharus	Lot eight (8) in block four (4) in J. F. Eberhart's subdivision in the northeast quarter of section twenty-three (23), township thirty-eight (38) north, range thirteen (13), east of Third Principal Meridian, in Cook County, Illinois.
(239)	19-23-200-016	City of Chicago	Lots six (6) and seven (7) in block four (4) in John F. Eberhart's subdivision of the northeast quarter of Section twenty-three (23), township thirty-eight (38) north, range thir (13) east of the Third Principal Meridian.
(240)	19-23-200-017	City of Chicago	Lots 4 and 5 in Block 4 in John F. Eberhart's subdivision of the North East quarter of Section 23, township 38 North, range 13, east of the Third Principal Meridian.
(241)	19-23-200-018	Vince & Dana Buzis	Lot 3 in Block 4 in John Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the third principal meridian, in Cook County, Illinois.
(242-43)	19-23-200-019 020	Drivers Natl Bank Trust #72161	Lots 1 and 2 in block 4 in John B. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian, in Cook County,
(244)	19-23-200-058	Southwest Fed. Svs & Loan Assoc.	Lots 9, 10, 11, 12 and 13 in block in John F. Eberhart's subdivision of the northeast 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian, in Cook County, Illinois.
(245-46)	19-23-201-001 002	Peter & Anastasia Gounis	Lots 22, 23 and 24 in Block three (3) in John F. Eberhart's subdivision of the north east quarter 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian in Cook County, Illinois.
(247)	19-23-201-003	Luis Y. Lim, Victorino S. Yu	Lot 21 in Block 3 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13 east of the Third Principal Meridian in Cook County, Illinois.
(248)	19-23-201-004	James H. & Barbara C. Gibson	Lots 19 and 20 in Block 3 in John Eberhart's subdivision of the north east quarter of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County
(249)	19-23-201-005	Heritage Standard Bk & Trust Trust #8019	Lots 17 & 18 in block 3 in John F. Eberhart's subdivision of the north east 1/4 of section 23, township 38 north, range 13, east of the Third Principal Meridian, in Cook County,

(250) 100-23-201-000

Steel City Land and
Trust, Inc.

Lot 16 in Block 3 in John L. Dehart
subdivision of the north east quarter
of section 23, township 38 north,
range 13 east of the Third Principal
Meridian, in Cook County, Illinois.

(251)	19-23-201-007	Marquette Natl. Bank, Trust #10602	Lot 15 in Block 3 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(252)	19-23-201-008	Chicago Title & Trust Co. Trust #1060303	Lot 13 and 14 in Block 3 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(253)	19-23-201-009	Delbert W. and Barbara J. Allen	Lot 12 in Block 3 in John Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meri- dian in Cook County, Illinois
(254)	19-23-201-010	Marquette Natl. Bank Trust #9072	Lot 11 in Block 3 in John F. Eberhar- t's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range East of the Third Principal Meridian in Cook County, Illinois
(255)	19-23-201-011	National Bank of Evergreen Park Trust #3791	Lot 10 in Block 3 in John F. Eberhar Subdivision of the North East 1/4 of Section 23, Township 38 North, Range East of the Third Principal Meridian Cook County, Illinois
(256)	19-23-201-013	James & R. Vasiliades	Lot 7 in Block 3 in John F. Eberhart Subdivision of the North East 1/4 of Section 23, Township 38 North, Range East of the Third Principal Meridian in Cook County, Illinois
(257)	19-23-201-014	Chicago Title & Trust Co. Trust #1060373	Lots 4-6 in Block 3 in John F. Eberh- t's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range East of the Third Principal Meridian Cook County, Illinois
(258)	19-23-201-015	Petrus Pisinys	Lots 1 to 3, in Block 3, in John F. Eberhart's Subdivision of the North 1/4 of Section 23, Township 38 North Range 13, East of the Third Principle Meridian, in Cook County, Illinois
(259)	19-23-201-034	Marquette National Bank #8922	Lots 8 and 9 in Block 3 in John F. Eberhart's Subdivision of the North 1/4 of Section 23, Township 38 North Range 13, East of the Third Principle Meridian, in Cook County, Illinois
(260)	19-23-202-001	Owen F. & Barbara C. Davis	Lots twenty-three (23) and twenty-four (24) in Block two (2) in the Subdivi- sion of Blocks one (1) and two (2) in John Eberhart's Subdivision of the North quarter of Section twenty-three (23) Township thirty-eight (38) North, Range thirteen (13), East of the Third Pri- ncipal Meridian
(261)	19-23-202-002	James T. & Sophia Tourlakes	Lot Twenty-two (22) in Block two (2) the Subdivision of Blocks One (1) and Two (2) in John F. Eberhart's Subdivi- sion of the Northeast Quarter (NE 1/4 of Section twenty-three (23), Townsh. thirty-eight (38) North, Range thir- teen (13), East of the Third Principal Me- rian, in Cook County, Illinois
(262)	19-23-202-003	Anthony J. and Lucille Belgarbo	Lot 21 in Block 2, in the Subdivisi- on of Blocks 1 and 2 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range East of the Third Principal Meridian Cook County, Illinois

(263) 19-23-202-000, 2000 000	The Exchange National Bank of Chicago, Trust #9996	Lots 19 and 20 in Block 2 in the Sub- division of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(265) 19-23-202-006	The Exchange National Bank of Chicago, Trust #9996	Lots 17 and 18 in Block 2 in the Sub- division of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(266) 19-23-202-007	William R. & Jean A. Dubina	Lot 16 in Block 2 in Subdivision of Blocks 1 and 2 in Eberhart's Sub- division of North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(267) 19-23-202-008	Giuseppe & Irene Saguto	Lot Fifteen in Block two (2) in John F. Eberhart's Subdivision of the Nor- east Quarter (NE 1/4) of Section two three (23), Township thirty-eight (38) North, Range thirteen (13), East of Third Principal Meridian, in Cook County, Illinois
(268) 19-23-202-013	Alois & Magda Tripiana	Lots One (1) and Two (2) in Block Two (2) in the Subdivision of Blocks one and two (2) in Eberhart's Subdivision of the North East quarter of Section twenty three (23), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian
(269) 19-23-202-034	3323 Building Corporation	Lots 3,4,5,6,7,8,9,10,11,12,13, and in Block two (2) in John F. Eberhart Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian
(270) 19-23-203-001	Chicago Title & Trust Co. #1077102	Lots 20,21,22,23, and 24 in Block 1 Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Subject to general real estate taxes for the years 1979 and subsequent covenants, conditions and restrictions of record; public and utility assessments and roads and highways if any; party wall rights and agreements if any; existing leases and tenancies; installments not due at the date hereof; of any special tax or assessment for improvements heretofore completed.
(271) 19-23-203-002	Ford City Bank & Trust Co. #2865	Lot 19 in Block 1 in Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(272- 274) 19-23-203-003, 004, 005	American National Bank & Trust Co. of Chicago #52049	Lots 16,17 and 18 in Block 1 in Eber- hart's Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

- (275) 19-23-203-006 Marquette National Bank 1957 Lot 13, 14 and 15 in Block 1 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (276) 19-23-203-007 Heritage Standard Bank & Trust Company #7284 Lot 10, 11 and 12, in Block 1 in the Subdivision of Blocks 1 and 2, in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
- (277) 19-23-203-008 Union National Bank of Chicago Trust #2347 Lot 9 in Block 1 in John F. Eberhart Subdivision of the Northeast 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (278) 19-23-203-009 The Exchange National Bank of Chicago Trust #21658 Lot eight (8) in Block One (1) in John F. Eberhart's Subdivision of the North East Quarter (NE 1/4) of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, otherwise described and commonly known at 3219 W. 63rd Street, in the City of Chicago
- (279) 19-23-203-010 Kevoork & Vernabell Menasian, also known as Kegham & Vernabell Goporian Lot Seven (7) in Block One (1) in John F. Eberhart's Subdivision of the North East quarter (NE 1/4) of Section Twenty three (23), Township Thirty Eight (38) North, Range Thirteen (13), East of Third Principal Meridian
- (280) 19-23-203-011 LaSalle National Bank #101826 Lots 5 and 6 in the Subdivision of Block 1 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
- (281) 19-23-203-012 The Steel City National Bank of Chicago, Trust #1524 Lot 4 in Block 1 in Eberhart's Subdivision of blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
- (282) 19-23-203-013 Jerry & Meta Georgopoulos Lot 3 in Block 1 in Eberhart's Subdivision of Blocks 1 and 2 in John F. Eberhart's Subdivision of the North East quarter of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian
- (283) 19-23-203-014 The First National Bank of Blue Island #546 Lots One (1) and Two (2) in Block One in the Subdivision of Blocks One (1) and Two (2) of John F. Eberhart's Subdivision of the North East quarter (NE 1/4) of Section Twenty three (23), Township Thirty eight (38) North, Range Thirteen (13) East of the Third Principal Meridian in Cook County, Illinois
- (284) 19-23-203-030 Chicago Transit Authority Lots numbered forty-five (45), forty-six (46), forty-seven (47) and forty-eight (48) in Block one (1) in the Subdivision of Blocks one (1) and two (2) in John F. Eberhart's Subdivision of the North East Quarter of Section twenty-three (23), Township thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian

285)	19-23-207-035	Marquette National Bank #7592	Lot 49 and the East $8\frac{1}{3}$ feet of Lot 1 in Block 1 in Subdivision of Blocks 1 & 2 of John F. Eberhart's Subdivision of the North East $1/4$ of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
286)	19-23-207-035	Central National Bank in Chicago #24971	Lots 95 and 96 in Block 1 in Subdivision of Blocks 1 and 2 in John F. Eberhart Subdivision of the North East $1/4$ of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois
287)	19-24-100-001	Stern Theaters	Lots 6,7,8,9 and 10 in Block 4 in Campbell's East Chicago Lawn Subdivision of the N $1/2$ of the NW $1/4$ of the NW $1/4$ of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois
288)	19-24-100-002	Antiqua Cassa Sherry Brenner, Inc. A Delaware Corporation	Lot five (5) in Block four (4) in East Chicago Lawn, J.A. Campbell's Subdivision of the North Half (1/2) of the North West Quarter (1/4) of the North West Quarter (1/4) of Section Twenty-four (24) Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian
289)	19-24-100-003	First National Bank of Blue Island Trust #632	Lots 3 and 4 in Block 4 East Chicago Lawn, J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian
290)	19-24-100-004	Hane Asfour & Assad Dawud	Lot 2 in Block 4 in East Chicago Lawn, being a J.A. Campbell's Subdivision of the North half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
291)	19-24-100-005	Central National Bank in Chicago Trust #22386	Lot one (1), in Block four (4) in East Chicago Lawn, being a J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian
292 - 294)	19-24-100-006, 007, 008	Chicago Title & Trust Co., Trust #32102	Lots Forty-four (44) to Forty-six (46) both inclusive in Block Four (4) in East Chicago Lawn, being J.A. Campbell's Subdivision of the West Half (W $1/2$) of the North West Quarter (NW $1/4$) of Section Twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian
295)	19-24-100-009	Chicago Title & Trust Co., Trust #32304	Lots Forty-one (41), Forty-two (42) and Forty-three (43) in Block Four (4) in East Chicago Lawn, being a J.A. Campbell's Subdivision of the North Half (N $1/2$) of the Northwest Quarter (NW $1/4$) of the Northwest Quarter (NW $1/4$) of Section Twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian

(296)	19-24-100-010	LaSalle National Bank Trust #59274	Lot 40 in Block 4 in East Chicago Lawn in J.A. Campbell's Subdivision of the North 1/2 of the North East 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of Third Principal Meridian, in Cook County, Illinois
(297, 298)	19-24-100-011, 012	Marquette National Bank, Trust #8414	Lots 38 and 39 and the North 5 feet Lot 37 in Block 4 in Campbell's East Chicago Lawn Subdivision of the West 1/2 of the North West 1/4 of Section Township 38 North, Range 13 East of Third Principal Meridian, in Cook County, Illinois
(299)	19-24-100-013	Drivers Trust & Savings Bank #5862	Lot 37 (except the North 5 feet) all Lot 36 and the North 5 feet of Lot 3 Block 4 in Campbell's East Chicago L. Subdivision of the West Half of the North West Quarter of Section 24, Towns 38 North, Range 13, East of the Thir Principal Meridian, in Cook County, Illinois
(300)	19-24-100-014	The Cosmopolitan National Bank of Chicago Trust #9035	Lot Thirty-Three (33) (except the So Twelve (12) feet thereof) and all of Thirty-Four (34) and Lot Thirty-Five (35) (except the North Five (5) feet thereof) in Block Four (4) in Campbe East Chicago Lawn Subdivision of the West One Half (1/2) of the North Wes Quarter (NW 1/4) of Section Twenty- Four (24), Township Thirty-Eight (38 North, Range Thirteen (13) East of Third Principal Meridian in Cook Cou Illinois

(301)	19-24-100-015	Frank L. Pipal	Lot 31 (except the South 5 feet thereof and all of Lot 32 and the South 12 feet of Lot 33 in Block 4 in Campbell's East Chicago Lawn Subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(302)	19-24-100-016	Marquette National Bank Trust #1019	Lots twenty nine (29) and thirty (30) and the South five (5) feet of lot thirty one (31) in Block four (4) in Campbell's East Chicago Lawn Subdivision of the West half of the North West quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian;
(303)	19-24-101-001	The Lawndale Trust & Savings Bank Trust #7172	Lots 9 and 10 in Block 3 in East Chicago Lawn being J.A. Campbell's Subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(304)	19-24-101-002	Thomas & Lena Folino	Lot Eight (8) in Block three (3) in East Chicago Lawn, being J.A. Campbell Subdivision of the North half of the North West quarter of the North West quarter of Section twenty-four (24), Township 38 North Range Thirteen (13) East of the Third Principal Meridian.
(305)	19-24-101-003	Ford City Bank & Trust Co., Trust #2367	Lot 7 in Block 3 in East Chicago Lawn J.A. Campbell's Subdivision of the North 1/2 of the North West 1/4 of Section Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(306)	19-24-101-004	Chicago Title & Trust Co., Trust #1075295	Lot 6 in Block 3 in East Chicago Lawn J.A. Campbell's Subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(307)	19-24-101-005	David M. Steadman Lina Steadman	Lot five (5) in Block three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North half (1/2) of the North West quarter (1/4) of the North West quarter (1/4) of Section Twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), West of the Third Principal Meridian, in Cook County, Illinois.
(308)	19-24-101-006	Drovers Trust and Savings Bank, Trust #1647	Lot four (4) in Block three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North half (N 1/2) of the North West quarter (NW 1/4) of the North West quarter (NW 1/4) of Section Twenty four (24), Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian
(309)	19-24-101-007	The Drovers National Bank of Chicago Trust #77197	Lots 2 and 3 in Block 3 in East Chicago Lawn, being J.A. Campbell's subdivision in the North half (1/2) of the North West quarter (1/4) of the North West quarter (1/4) of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(310)	19-24-101-008	The Governors National Bank of Chicago, Trust #10129	Lot One (1) in Block Three (3) in East Chicago Lawn, being J.A. Campbell's Subdivision of the North one-half (N 1/2) of the North West one-quarter (NW 1/4) of the North West one-quarter (NW 1/4) of Section Twenty-four (24), Township Thirty-eight (38) North Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
(311)	19-24-102-001	The Salvation Army	Lots 8,9 and 10 in Block 2 in East Chicago Lawn J.A. Campbell's Subdivision of the North Half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, and commonly known as 3053-55 W. 63rd St., Chicago, Illinois
(312)	19-24-102-002	Wayne Malecki	Lots 6 and 7 in Block 2 East Chicago Lawn being J.A. Campbell's Subdivision of North half of the Northwest quarter of the Northwest quarter of Section 24 Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3047 West 63rd Street, Chicago, Illinois
(313)	19-24-102-003	Marquette National Bank, Trust #1085	Lot 4 and Lot 5 in Block 2 in East Chicago Lawn Subdivision being J.A. Campbell's subdivision of the North half of the North West quarter of the North Westquarter of Section twenty-four (24), Township thirty eight (38) North Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.
(314)	19-24-102-039	Lillian C. Slama	Lots 1,2, and 3 in Block 2 in East Chicago Lawn, J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North Range 13 East of the Third Principal Meridian;
(315, 316)	19-24-103-001, & 002	Chicago City Bank & Trust Co., Trust #10425	In Block One (1) in East Chicago Lawn, J.A. Campbell's subdivision of the North half (1/2) of the Northwest quarter (1/4) of the Northwest quarter (1/4) of Section 24 Township 38 North Range 13 East of the Third Principal Meridian.
(317)	19-24-103-003	Harry W. Butts & Virginia Butts	Lots 7 and 8 in Block 1 in East Chicago Lawn, being J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
(318)	19-24-103-004	Marquette National Bank Trust #3409	Lots 5 and 6 in Block 1 in East Chicago Lawn being J.A. Campbell's subdivision of North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- (319) 19-24-103-005 Garrison Ridge Trust & Savings Bank Trust #77797 Lot 4 in Block 1 in East Chicago Lawn being J.A. Campbell's subdivision of the North half of the Northwest quarter of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (320) 19-24-103-006 Marquette National Bank, Trust #9072 Lot 3 in Block 1 in East Chicago Lawn being J.A. Campbell's subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian.
- (321, 322) 19-24-103-007, & 008 John S. & Marian Zoghbi Lots 1 and 2 in Block 1 in East Chicago Lawn J.A. Campbell's subdivision of the North 1/2 of the North West 1/4 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (323) 19-24-104-001 Exchange National Bank of Chicago Trust #37875 Lot 10 in Block 2 in East Chicago Lawn being Swannell's subdivision of the West half of the East half of the Northwest quarter of Section twenty four (24), Township thirty eight (38) North Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.
- (324) 19-24-104-002 James V. & Helen Mae Angone Lot 9 in Block 2 in East Chicago Lawn being Swannell's subdivision of the West 1/4 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (325) 19-24-104-003 Vladas Simaitis and Aldona Simaitis Lot 8 in Block 2 in East Chicago Lawn being Swannell's subdivision of the West Half of the East half of the Northwest quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
- (326) 19-24-104-004 Western National Bank of Cicero, Trust #8205 Lots 6 and 7 in Block 2 in East Chicago Lawn, being Swannell's subdivision of the West half of the East half of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
- (327) 19-24-104-005 Daniel A. & Magdalena M. Ortiz Lot 5 in Block 2 in East Chicago Lawn being Swannell's subdivision of the North 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
- (328) 19-24-104-006 Nayef T. & Fatima M. Ali Lot four (4) in Block 2 in East Chicago Lawn Swannell's subdivision of the West half of the East half of the Northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

(329-331)	19-24-105-037, 3 000,000	Marquette National Bank Trust #10021	Lots 1, 2 and 3 in Block 2 in East Chicago Lawn, being J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(332)	19-24-105-001	Peter Bizio and Anna Bizio	Lot 10 in Block 1 in East Chicago Lawn, being Swannell's subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(333)	19-24-105-002	Patrick Albergo	Lots 8 and 9 in Block 1 in East Chicago Lawn, Swannell's Subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(334)	19-24-105-003	Marquette National Bank, Trust #2090	Lot 7 in Block 1 in East Chicago Lawn, Swannell's subdivision of the West half of the East half of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(335)	19-24-105-004	Josefina Calderon and Irene Castro	Lot 6 in Block 1 in East Chicago Lawn, being Swannell's Subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(336)	19-24-105-005	Gus & Jennie Skly	Lot five (5) in Block one (1) in East Chicago Lawn, Swannell's subdivision of the West half (1/2) of the East half (1/2) of the North West quarter (1/4) of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian.
(337)	19-24-105-006	Gus & Jennie Skly	Lot four (4) in Block one (1) in East Chicago Lawn, being Swannell's subdivision of the West half of the East half of the North West quarter of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.
(338)	19-24-105-007	Manuel & Amelia Valle	Lot 3 in Block 1 in East Chicago Lawn, being Swannell's subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(339-340)	19-24-105-038, & 039	The Live Stock National Bank of Chicago, Trust #13550	Lots 1 and 2 in Block 1 of the East Chicago Lawn in J.A. Campbell's subdivision of the North half of the North West quarter of the North West quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(341)	19-24-106-001	Marquette National Bank, Trust #4265	Lots 9 and 10 in Block 2 in John Bair Subdivision of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- (342) 19-24-106-002 Peter D. Angelos and
Kileen Angelos Lot 8 in Block 2 in John Bain's
subdivision of the East 1/2 of the Ea
1/2 of the Northwest 1/4 of Section 2
Township 38 North, Range 13 East of t
Third Principal Meridian, in Cook Cou.
Illinois
- (343) 19-24-106-003 Marquette National Bank
Trust #3011 Lots Five (5), Six (6) and Seven (7)
Block two (2) in John Bain's subdivis
of the East Half (1/2) of the East ha
(1/2) of the Northwest quarter (1/4)
Section 24, Township 38 North, Range
East of the Third Principal Meridian.
- (344) 19-24-106-004 Marquette National Bank,
Trust #5267 Lot 4 in Block 2 in John Bain's
subdivision of the East 1/2 of the Ea
1/2 of the North West 1/4 of Section
Township 38 North, Range 13 East of t
Third Principal Meridian, in Cook Cou
Illinois
- (345) 19-24-106-005 Marquette Weatherstrip &
Calking Co. Lot 3 in Block 2 in John Bain's
subdivision of the East 1/2 of the Ea
1/2 of the Northwest 1/4 of Section 2
Township 38 North, Range 13, East of
3rd Principal Meridian in Cook County,
Illinois.
- (346, 19-24-106-006, LaSalle National Bank,
347) & 007 Trust #28144 Lots 1 and 2 in Block 2 in John Bains
subdivision of the East half of the
East half of the North West quarter
Section 24, Township 38 North, Range
East of the Third Principal Meridian.
- (348) 19-24-107-001 Marquette National Bank,
Trust #3935 ** Lots Nine (9) and Ten (10) in Blo
one (1) in John Bain's subdivision of
East quarter (E 1/4) of the North Wes
quarter (NW 1/4) of Section 24, Town
ship 38 North, Range 13, East of the
Third Principal Meridian.**
- (349) 19-24-107-002 Thomas Cahillane Lot 8 in Block 1 in John Bain's
Subdivision of the East half of the
East half of the North West quarter
Section 24, Township 38 North, Range
East of the Third Principal Meridian
Cook County, Illinois
- (350) 19-24-107-003 Thomas Cahillane Lot Seven (7) in Block One (1) in
John Bain's Subdivision of the East
(E 1/2) of the East half (1/2) of th
Northwest Quarter (1/4) of Section
Twenty four (24), Township Thirty ei
(38) North, Range Thirteen (13), East
of the Third Principal Meridian, in
Cook County, Illinois
- (351) 19-24-107-004 Nick Mamsolas Lot Six (6) in Block One (1) in
John Bain's Subdivision of the East
(1/2) of the East Half (1/2) of the
Northwest quarter (1/4) of Section 2
Township 38 North, Range 13, East of
the Third Principal Meridian.
- (352) 19-24-107-005 Bruno & Vittoria Skorniak Lot Five (5) in block One (1) in
John Bain's Subdivision of the East
(E 1/2) of the East Half (E 1/2), or
Northwest quarter (NW 1/4) of Secti
Twenty four (24) Township thirty-eig
(38) North, Range Thirteen (13) East
the Third Principal Meridian, in Co.
County, Illinois

(353)	19-24-107-006	Marquette National Bank, Trust #006	Lot 4 in Block 1 in John Bain's Subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range East of the Third Principal Meridian, Cook County, Illinois.
(354)	19-24-107-007	Chicago City Bank & Trust Co., Trust #3054	Lot three (3) in block One (1) in John Bain's subdivision of the East half of the East half of the North West quarter of Section twenty-four (24), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian.
(355)	19-24-107-008	Republic Bank of Chicago Trust #1125	Lot 2 in Block 1 in John Bain's subdivision of the East 1/2 of the East 1/2 of the North West 1/4 of Section 24, Township 38 North, Range East of the Third Principal Meridian, in Cook County, Illinois.
(356)	19-24-107-009	Demos K. Venes & Christine D. Venes	Lot 1 in Block 1 in John Bain's Subdivision of the East half of the East half of the North West quarter Section 24, Township 38 North, Range East of the Third Principal Meridian, in Cook County, Illinois.
(357, 358)	19-24-200-001, & 002	Marquette National Bank, Trust #7581	lots 8,9 and 10 in Block 16 in Avondale Addition to Chicago, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(359)	19-24-200-003	Seymour Siegel	Lot 7 in Block 16 in Avondale, a Sub-division of the West 1/2 of the North 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(360-363)	19-24-200-004, 005, 006, 007	Chicago City Bank & Trust Company Trust #4889	Lots 3,4,5 and 6 in Block 16 in Avondale a Subdivision of the West Half of the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian
(364)	19-24-200-008	Marquette National Bank Trust #illegible	Lots 1 and 2 in Block 16 in Avondale, a subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(365)	19-24-201-004	Jerry & Anna Liscak	Lot 7 in Block 9 in Avondale Addition to Chicago, a subdivision of the West Half the North East Quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(366)	19-24-201-005	American National Bank & Trust Co. of Chicago Trust #52385	Lot 6 in block 9 in Avondale, A subdivision of the West half (1/2) of the North East quarter (1/4) of section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(367)	19-24-201-043	Thomas A. Cain, Joanne C. Cain, & James A. Cain	Lots 8,9 and 10 in Block 9 in Avondale Addition to Chicago, being a Subdivision of the West half of the North East quarter Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(368)	19-24-201-044	Marquette National Bank Trust #2310	Lots 1,2,3,4 and 5 in Block 9 in Avondale Addition to Chicago, being a subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(369)	19-24-202-001	Ajdin Mataj	Lots 9 and 10 in Block 8 in Avondale Addition to Chicago a Subdivision of the West Half of the North East Quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(370)	19-24-202-004	Charles P. Kal & Helen Kal	Lot 6 in Block 8 in Avondale, said Avondale being a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(371)	19-24-202-005	Pioneer Bank & Trust Co. Trust #7191	Lot 5 in Block 8 in Avondale, A Subdivision of the West half of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded as Document 49253 in Cook County, Illinois
(372)	19-24-202-006	Chicago City Bank & Trust Co. Trust #7482	Lot 4 in Block 8 in Avondale, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded as Document 49253, in Cook County, Illinois

(373- 19-24-202-007, 375) 008, 009	Marquette National Bank Trust #8803	Lots 1 to 3 in Block 8 in Avondale being a subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(376) 19-24-202-043	Capri School of Beauty Culture, Inc.	Lots 7 and 8 in Block 8 in Avondale and addition to Chicago, being a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(377) 19-24-203-001	Marquette National Bank Trust #9244	Lots 9 and 10 in Block 1 in Avondale, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(378) 19-24-203-002	Marquette National Bank #6722	Lots 7 and 8 in Block 1 in Avondale, a Subdivision of the West half of the North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(379, 19-24-203-003, 380) 004	The Bensenville State Bank Trust #76-264	Lots 5 and 6 in Block 1 in Avondale, a Subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(381) 19-24-203-005	Alfredo Corral & Ernestina Corral	Lot 4 in Block 1 in Avondale, said Avondale being a Subdivision of West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(382) 19-24-203-006	Marquette National Bank Trust #8967	Lot 3 in Block 1 in Avondale, said Avondale being a subdivision of the West half of North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(383) 19-24-203-007	John J. Riss & Edward Valestin	Lot 1 and 2 in Block 1 in Avondale, a Subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded of said Avondale recorded August 12, 1972 Book 1 of Plats, page 89 as Document 49 in Cook County, Illinois
(384) 19-24-204-001	Ronald Fornaciari & Geraldine Fornaciari	Lots 9 and 10 in Block 12 in Cobe & McKinnons 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, and of the Northeast 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(385) 19-24-204-002	Jose Bravo & Maria Bravo	Lots 8 and 7 in Block 12 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(386) 19-24-204-003	American National Bank & Trust Co. of Chicago Trust #32179	Lots 5 and 6 in Block 12 in Cobe & McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 Township 38 North, Range 13 East of the Third Principal Meridian, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

(387)	19-24-204-004	Marquette National Bank Trust #0807	Lot 4 in Block 12 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 Township 38 North, Range 13 East of the Third Principal Meridian and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of Third Principal Meridian in Cook County Illinois
(388)	19-24-204-005	Marquette National Bank Trust #10123	Lot 3 in Block 12 in Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter of North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(389)	19-24-204-006	Heritage Standard Bank & Trust Co. Trust #7965	Lots 1 and 2 in Block 12 in Cobe and McKinnons 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(390)	19-24-205-001	Alfonso R Rodriguez & Guadalupe S Rodriguez	Lot 10 in Block 11 in Cobe and McKinnon 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(391)	19-24-205-002	Rajeh Ibrahim & Sprayya Ibrahim	Lots 8 and 9 in Block 11 in Cobe & McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(392, 393)	19-24-205-003, 004	Felix Fernandez	Lots 6 and 7 in Block 11 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(394)	19-24-205-005	Marquette National Bank Trust #9944	Lots 4 and 5 in Block 11 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
(395)	19-24-205-006	First National Bank of Norton Grove Trust #81109	Lot 3 in Block 11 in Cobe and McKinnons 63rd Street subdivision of the South East quarter of the South East quarter of Section 13 and of the North East quarter of North East quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(396)	19-24-205-007	Anton Szymkiewicz and Constance Szymkiewicz	Lots one (1) and two (2) in Block eleven (11) in Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section thirteen and the North East quarter of the North East quarter of Section twenty-four (24) Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois

(397)	19-24-206-001	Marquette National Bank Trust #2400	Lots 9 and 10 in Block 10 in Cobe and McKinnons 63rd Street Subdivision of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of section 13, Township 38 North, Range 13, East of the third principal meridian, and the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of section 24, Township 38 North, Range 13 East of the third principal meridian in Cook County, Illinois and commonly known as 2453-57 West 63rd Street, Chicago, Illinois and also known as the Southeast corner of 63rd and Campbell Avenue
(398)	19-24-206-002	Mary Klapel	Lot 8 in Block 10 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13 and of the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois
(399)	19-24-206-003	The First National Bank of Evergreen Park Trust #7034	Lots 6 and 7 in Block 10 in Cobe and McKinnons 63rd Street Subdivision of the South East 1/4 of the South East 1/4 of Section 13, and the North East 1/4 of the North East 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois
(400; 401)	19-24-206-004, 005	Maurice Freund & Dorothy Freund	Lots three (3), four (4) and five (5) in Block ten (10) in Cobe and McKinnons 63rd Street Subdivision of the South East Quarter of the South East Quarter of Section thirteen (13) and of the North East Quarter of the North East Quarter of Section two four (24), Township thirty eight (38) North Range thirteen (13) East of the Third Principal Meridian
(402)	19-24-206-006	Raymond Parks & Joanne Parks	Lots 1 and 2 in Block 10 in Cobe and McKinnons 63rd Street Subdivision of the Southeast quarter of the Southeast quarter of Section 13, and the Northeast quarter of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois
(403)	19-24-207-001	Marquette National Bank Trust #3048	Lots nine (9) and ten (10) in Block nine (9) in Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), and the North East quarter of the North East quarter of Section two four (24) Township thirty eight (38) North Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois
(404, 405)	19-24-207-002, 003	Marquette National Bank Trust #1377	Lots seven (7) and eight (8) in Block nine (9) in Cobe and McKinnons 63rd Street Subdivision of South East quarter of South East quarter of Section thirteen (13), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian, and the North East quarter of the North East quarter of Section twenty four (24), Township thirty eight (38) North, Range thirteen (13), East of the Third Principal Meridian
(406)	19-24-207-004	Marquette National Bank Trust #1377	Lot six (6) in Block nine (9) of Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section thirteen (13) and of the North East quarter of the North East quarter of Section twenty four (24) Township thirty eight (38) North, Range thirteen (13) East of the Third Principal Meridian in Cook County, Illinois

(407)	19-24-207-005	Marquette National Bank Trust #1377	Lot 5 in Block 9 in Cobe and McKinnons 63rd Street Subdivision of the South East quarter of the South East quarter of Section 13, and the North East quarter the North East quarter of Section 24, T ship 38 North, Range 13, East of the Th Principal Meridian in Cook County, Illi
(408)	19-24-207-006	Marquette National Bank Trust #1377	Lots 1,2,3, and 4 in Block 9 in Cobe an McKinnons 63rd Street Subdivision of th Southeast quarter of the Southeast quar of Section 13 and the Northeast quarter the Northeast quarter of Section 24, To ship 38 North, Range 13, East of the Th Principal Meridian in Cook County, Illi
(409)	19-24-207-021	Marquette National Bank	Lots forty one (41), forty two (42) and forty three (43) in Block nine (9) in C and McKinnons 63rd Street Subdivision o the South East quarter (SE 1/4) of the South East quarter (SE 1/4) of Section thirteen (13), and of the North East qu ter (NE 1/4) of the North East quarter 1/4) of Section twenty four (24) Townsh thirty eight (38) North, Range thirteen East of the Third Principal Meridian
(410)	19-24-207-022	Marquette National Bank	Lots 39 and 40 in Block 9 in Cobe and M Kinnons 63rd Street Subdivision of the South East quarter of the South East qu ter of Section 13 and of the North East quarter of the North East quarter of Se tion 24, Township 38 North, Range 13, E of the Third Principal Meridian

(11-12)	19-24-207-023, 024	Marquette Natl Bank	Lots 37 and 38 in block 9 in Cobe and McKinnon's 63rd Street subdivision of the southeast quarter of the southeast quarter of Section 13 and of the north east quarter of the north east quarter of Section 24, Township 38 North, Range 13, east of the Third Principal Meridian, in Cook County Illinois
(413)	19-24-207-025	Marquette Natl Bank	Lots 36 in Block 9 in Cobe & McKinnon's 63rd Street subdivision of the South East 1/4 of the South East 1/4 of section 13 of the North East 1/4 of the North East of section 24, all in Township 38 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois
(414)	19-24-207-026	Marquette Natl Bank	Lot 35 in block 9 in Cobe and McKinnon's 63rd Street subdivision of the south east 1/4 of the south east 1/4 of section 13 Township 38 north, range 13, east of the Third Principal Meridian and the north 1/4 of the north east 1/4 of Section 24 Township 38 north, range 13, east of the Third Principal Meridian, in Cook County Illinois
(415)	19-24-207-027	Marquette Natl Bank Trust #1377	Lot 34 in block 9 in Cobe & McKinnon's 63rd Street subdivision of the south east 1/4 of the south east 1/4 of section 13 and of the northeast 1/4 of the northeast 1/4 of section 24, township 38 north, range 13, east of the Third Principal Meridian in Cook County, Illinois
(416, 417)	19-24-207-028, 029	Marquette Natl Bank	Lots 32 and 33 in Block 9 in Cobe and McKinnon's 63rd Street subdivision of the south east quarter of the south east quarter of section 13, township 38 north, range 13, east of the Third Principal Meridian and the north east quarter of the north east quarter of section 24, township 38 north, range 13, east of the Third Principal Meridian
(418, 419)	19-24-207-030, 031	Marquette Natl Bank	Lots Thirty (30) and Thirty One (31) in Block Nine (9) in Cobe & McKinnon's 63rd Street subdivision of the South East Quarter of the South East Quarter of Section Thirteen (13), and the North East Quarter of the North East Quarter of Section Four (24), Township Thirty-Eight (38) North, Range Thirteen (13) East of the Third (3rd) Principal Meridian
(420-421)	19-24-207-032, 033	Marquette Natl Bank	Lots 28 & 29 in Block nine (9) in Cobe & McKinnon's 63rd Street subdivision of southeast quarter of the southeast quarter of section thirteen (13), and the northeast quarter of the northeast quarter section twenty-four (24), Township thirty-eight (38) north, range thirteen (13) of the Third Principal Meridian
(422-423)	19-24-207-034, 035	Marquette Natl Bank	Lots twenty-six (26) and twenty-seven in block nine (9) in Cobe & McKinnon's 63rd Street subdivision of the southeast quarter of the southeast quarter of section thirteen (13) and of the northeast quarter of the northeast quarter of section four (24), township thirty-eight (38) range thirteen (13) east of the Third Principal Meridian, in Cook County, Illinois

(424-29)	20-18-302-001-006	Sears, Roebuck & Co.	Lots 52 to 57 inclusive, together with vacated alley adjoining said lots, 1/2 of Leighton's subdivision of lots 3 & 4 of block 5 (except the south 125 feet thereof) and all of block 4 in the subdivision of the south 1/2 of the southwest 1/4 of section 18, township 38 north, range 14, east of the Third Principal Meridian, Cook County, Illinois
(430-31)	20-18-302-033, 034	Sears, Roebuck & Co.	Lots 34 to 51, inclusive, in Leighton's subdivision of lots 3 and 4 of block 5 (except the south 125 feet thereof) and all of block 4 in the subdivision of the south half of township 38 north, range 14, east of the Third Principal Meridian
(432-33 & 43)	20-18-310-006, 007, 008, 009, & 039	Chicago Savings & Loan Association	Lots 22 to 33 both inclusive in Leighton's subdivision of lots 3 and 4 in block 5 (except the south 125 feet) and all of block 4 in the subdivision of the south half of the south west quarter of section 18, township 38 north, range 14, east of the Third Principal Meridian
(436-37)	20-18-310-010, 011	William D & Rose A Burke	Lots twenty (20) and twenty-one (21) in Leighton's subdivision of block four (4) except the south one hundred twenty-five (125) feet of lots three (3) and four (4) in block five (5) in the subdivision of the south half (S 1/2) of the southwest quarter (SW 1/4) section eighteen (18), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian
(438)	20-18-310-012	Chicago Savings & Loan Association	Lots eighteen (18) and Nineteen (19) in Leighton's subdivision of Lots three (3) and four (4) in block five (5) (except the south one hundred twenty five (125) feet thereof) and all of block four (4) in the subdivision of the south half of the southwest quarter of section eighteen (18), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian
(439)	20-18-310-013	Chicago Savings & Loan Association	Lots sixteen (16) and seventeen (17) in Leighton's subdivision of Block four (4) and lots three (3) and four (4) of block five (5) (except the south 125 feet thereof) in the subdivision of the south half of the south west quarter of section 18, township 38 north, range 14, east of the Third Principal Meridian
(440)	20-18-310-036	John M. Gutrich	Lots 10 and 11 and the west one and nine tenths feet of lot 9 in John P. Sheehy's subdivision of the south 125 feet of lots 3 and 4 in block 5 in the subdivision of the south half of the south west quarter of section 18, township 38 north, range 14, east of the 3rd Principal Meridian, in Cook County, Illinois

441, 20-18-310-037, 42) 038	Illinois Bell	Lots 1 to 8 inclusive, and all of lot 9 except the west 1.90 feet thereof, in John P. Sheehan's subdivision of the south half of lots 3 and 4 in block 5 of the south half of the southwest quarter of section 18, township 38 north, range 14 east of the 3rd Principal Meridian
444, 20-18-311-036-8001, 45) 8002	Northwestern Univ.	Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, in E.A. Cummings subdivision of blocks 2 & 7, blocks 3 & 6 (except the east 340 feet thereof) & lots 1 & 2 in block 5, in subdivision of the south half of the south west quarter of section 18, township 38 north, range 14 east of the Third Principal Meridian
446) 20-18-312-001	Sears, Roebuck & Co.	Lot "A" consolidation of Lots 174 to 200 both inclusive and vacated alleys lying between said lots in E.A. Cummings subdivision of Blocks 2 & 1 & Blocks 3 & 6, (except the east 340 feet thereof) & lots 1 & 2 in block 5 in the subdivision of the south half (S 1/2) of the south west quarter (SW 1/4) of section 18, township 38 north, range 14, east of the Third Principal Meridian
447) 20-19-100-001	Harris Trust & Savings Bank Trust #34967	Lots 8, 9, 10 and 11 in Block 16 in South Lynne, being a subdivision of the north half of section 19, township 38 north, range 14, east of the Third Principal Meridian, in Cook County, Illinois
448) 20-19-100-002	Province of Our Mother of Good Counsel of the Augustinian Order	Lot 7 in Block 16 in South Lynne, being subdivision of the North half of section 19, Township 38 north, range 14 east of the Third Principal Meridian in Cook County, Illinois, commonly known as 2349 W. 63rd St., Chicago, Illinois
449- 20-19-100-003, 54) 004, 005, 006, 007, 008	Province of Our Mother of Good Counsel of the Augustinian Order	Lots one, two, three, four, five and six (1, 2, 3, 4, 5 & 6) in Block sixteen (16) in South Lynne, a subdivision of the north half (N 1/2) of section nineteen (19), township thirty-eight (38) north, range fourteen (14) east of the Third (3rd) Principal Meridian
455) 20-19-100-009	Exchange National Bank of Chicago Trust #34462	Lots 12, 13, 14, 15 and 16 in Block 16 in South Lynne, a subdivision of the north half of section 19, township 38 north, range 14 east of the Third Principal Meridian, in Cook County, Illinois
456) 20-19-100-015	Marquette Natl Bk Trust #9555	Lots twenty-two (22) and twenty-three (23) in block sixteen (16) in South Lynne, a subdivision of the north half (N 1/2) of section nineteen, township thirty-eight (38) North, range fourteen (14), east of the Third Principal Meridian in Cook County, Illinois
457) 20-19-100-016	Louis P & Juel C O'Connell	Lot twenty four (24) in block sixteen (16) in South Lynne, a subdivision in the north half (1/2) of section nineteen (19), township thirty-eight (38) north, range fourteen (14), east of the Third Principal Meridian

(58, 20-19-100-017, 9) 018"	Marquette Natl Bank Trust #10257	Lots 25 and 26 in Block 16 in South Lynne a subdivision of the north half of section 19, in township 38 north, range 14, east of the Third Principal Meridian, in Cook County, Illinois
(60, 20-19-100-019, 61) 020	Eugene Gordon & Eileen Gordon	Lots 27 and 28 in block 16 in South Lynne a subdivision of the north half of section 19, township 38 north, range 14 east of Third Principal Meridian, in Cook County Illinois
462- 20-19-100-036-8001, 67) 20-19-100-036-8002, 20-19-100-037-8001, 20-19-100-037-8002, 20-19-100-038-8001, 20-19-100-038-8002	City of Chicago (condemnation proceedings)	Lots 17,18,19,20 and 21 in Block 16 in South Lynne, a subdivision of the north 1/2 of section 19, township 38 north, range 14, east of the Third Principal Meridian in Cook County, Illinois
(468) 20-19-101-001	Province of Our Mother of Good Counsel of the Augustinian Order	Lots one (1) to forty-five (45) both in- clusive in block fifteen (15) in South Lynne, being Vail's subdivision of the north half of section nineteen (19), township thirty-eight (38) north, range fourteen (14), east of the Third Prin- cipal Meridian
(469, 20-19-102-004, 70) 005	2237 W. 63rd Street Corporation	Lots 6 and 7 in Block 14 in South Lynne being Vail's subdivision of the North half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois
(471- 20-19-102-006, 75) 007,008,009, 010	Illinois Bell Telephone Company	Lots 1 to 5 inclusive in block 14 in South Lynne being Vail's subdivision of the north half in section 19, township 38 north, range 14, east of the Third Principal Meridian
(476) 20-19-102-042	Province of Our Mother of Good Counsel of the Augustinian Order	Lots eight (8), nine (9), ten (10) and eleven (11) in block fourteen (14), in South Lynne, being Vail's subdivision of the north half of section nineteen (19) township thirty-eight (38) north, range fourteen (14) east of the Third (3rd) Principal Meridian

EXHIBIT II

SPECIAL SERVICE AREA NUMBER THREE

CHICAGO SOUTHWEST BUSINESS GROWTH AREA



(Continued from page 2825)

—
Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital for renovation of the Healthplus Facility on the premises known as No. 233 N. Michigan Avenue.

Said building shall be used exclusively for medical and related purpose 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.

—
Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital for electrical installations on the premises known as No. 250 E. Superior Street.

Said building shall be used exclusively for medical and related purpose 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.

—
Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital for renovation of patient washroom shafts on the premises known as No. 333 E. Superior Street.

Said building shall be used exclusively for medical and related purpose 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.

—
Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works,

the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital for the installation of a fire alarm box on the premises known as No. 333 E. Superior Street.

Said building shall be used exclusively for and purpose 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.

Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital for electrical installations on the premises known as No. 333 E. Superior Street.

Said building shall be used exclusively for medical and related purpose and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

LICENSE FEE EXEMPTIONS.

St. Boniface Cemetery.

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

SECTION 1. That the annual license fee provided in Section 129.1-1 of the Municipal Code of Chicago with reference to the storage of flammable liquids, is hereby waived and St. Boniface Cemetery (Catholic Cemeteries), No. 4901 N. Clark Street, is hereby exempted from the payment of said license fee for the year 1983.

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

The Salvation Army.

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

SECTION 1. That the annual fee for license as a Fuel Oil Storer, as provided in Section 172-20.3 of the Municipal Code of Chicago, is hereby waived and The Salvation Army, No. 506 N. Desplaines Street, is hereby exempted from the payment of such license fee for the year 1981.

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

**City Comptroller Authorized and Directed to Cancel Warrants
for Collection Issued Against Certain Charitable,
Educational and Religious Institutions.**

The Committee on Finance to which had been referred on October 20, 1983, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Norwood Park Home 6016 N. Nina Avenue	A1-308189 (Elev.)	\$ 138.00
Y.M.C.A. Harriet Williams 6200 S. Drexel Avenue	A1-011538 (Elev.)	23.00
	P1-110433 (Fuel Burn. Equip.)	110.00

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--43.

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, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--43.

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:

South Sherman Street from West Van Buren Street to West Congress Parkway, 460 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$79,800.00, chargeable to B.W.D. Project No. 82-03:31.00 - Revolving Fund, Economic Development Commission.

The above work is to be done under Order No. 37341.

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

South Marshfield Avenue between West Marquette Road and West 69th Street, 1,376 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$212,509.13, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71505.

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

West 68th Street from South Damen Avenue to South Wood Street, 1,305 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$170,061.65, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71506.

**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, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--46.

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 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. 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 2878 through 2880
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 Orders printed on pages 2881 through 2882
of this Journal.]

COMMITTEE ON BEAUTIFICATION AND RECREATION.

Authority Granted for Issuance of Permits for Sidewalk Sales at Sundry Locations.

The Committee on Beautification and Recreation submitted proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith (previously referred to the committee) to grant authority for issuance of permits for sidewalk sales, etc.

On separate motions made by Alderman Krystyniak *each* of said proposed orders was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

(Continued on page 2883)

REPORT DATE: 10/31/83
PROGRAM: 111-100

CITY OF BOSTON
CITY COMPTROLLER

COUNCIL MEETING OF 12/31/83

THIRD PARTY REPORT

NAME	DATE	VOUCHER TOTAL
ARNSWALD	2/23/83	1418.75
BALTUTIS	1/16/83	5102.85
BARNETT	7/22/82	165.00
BRANSFORD	3/21/83	4362.63
BRUGGER	5/23/83	175.00
BURNS	8/18/82	130.00
CICCONI	3/05/83	35.00
DELUJARDIS	7/17/82	100.00
DUMRIES	6/23/83	254.00
DVOJOSKY	7/04/83	360.00
GRUBER	7/25/83	360.00
HAFFEY	1/28/81	123.00
HANSEN	7/01/83	34.00
HARUY	3/05/83	344.55
HINKLE	7/05/83	335.00
HLADGZUK	6/27/83	35.00
HOLMES	7/23/83	71.00
HOLUB	7/15/83	61.00
ISDELL	7/25/80	144.00
JONES	7/15/83	70.00
JOYCE	6/29/83	60.00
KELLY	7/11/83	118.00
KIJER	6/29/83	95.00
KULBIDA	7/17/82	20.00
KUS	3/20/83	17.00
LAWRENCE	3/16/83	345.50
LEPERT	6/29/83	215.50
LOWERY	11/06/82	27.00
LUCOTTI	7/18/83	55.00
MACKOWSKI	7/23/83	66.00
MARSZALEK	7/31/83	389.00
MCCARTHY	3/12/83	2796.00
MCGREW	7/18/83	55.00
MITCHELL	7/32/83	66.00
MODELSKI	11/30/81	90.00
MOLNAR	12/17/81	4590.50
MURRISEY	7/10/82	75.00
MURDE	12/25/82	610.50
NILSON	9/30/82	92.00
ODONNELL	11/22/77	250.00
PENCE	7/07/83	260.00
PETERS	7/02/83	251.00
PIERCE	10/25/82	60.00
RAODATZ	7/22/79	30.00
REYNOLDS	3/02/83	180.00
RITCHIE	7/15/82	35.00
SEKERKA	7/25/83	46.00
SNEA	7/14/83	231.00
SPRINCEZ	11/13/82	20.00

(Continued from page 2877)

Said orders as passed, read respectively as follows (the *Italic* heading in each case not being a part of the order):

Armitage Boutique.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to the Armitage Boutique - (Mr. Ortega) -to conduct a Sidewalk Sale in front of No. 2439 W. Armitage Avenue, from 8:00 A.M. to 8:00 P.M., from October 7 to 9; October 13 to 15; October 20 to 23; October 27 to 30, 1983.

Boston Department Store.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to Mel Ashman - Boston Department Store - 384-2350, to conduct a Sidewalk Sale in front of No. 2010 N. Milwaukee Avenue, from October 7 to 9; October 13 to 16; October 20 to 23; October 27 to 30, 1983 from 8:00 A.M. to 8:00 P.M.

Chatham Business Association.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to the Chatham Business Association -No. 8441 S. Cottage Grove Avenue - (Willie J. Miller - 994-5006) - to conduct a Sidewalk Sale on E. 79th Street from S. King Drive to S. Ellis Avenue, on October 7, 8 and 9, 1983, from 8:00 A.M. to 6:00 P.M.

Fin de Siglo Corporation.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to Fin de Siglo Corporation, No. 1416 N. Milwaukee Avenue - Delfin Delgado - 227-0900, to conduct a Sidewalk Sale from October 7 to 9; October 13 to 16; October 20 to 23; October 27 to 30, 1983, from 8:00 A.M. to 8:00 P.M., in front of No. 3130 W. Armitage Avenue.

North and California Businessmen's Association.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to the North and California Businessmen's Association, No. 2750 W. North Avenue - (Rebecca Lawlor) to conduct a Sidewalk Sale in front of Factory To You Furniture, No. 2651 W. North Avenue and in front of A & A Furniture, No. 2634 W. North Avenue, on October 8, 9 and 10, 1983, from 9:00 A.M. to 6:00 P.M.

North Avenue Boutique.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Gus Kardaras/North and California Businessmen's Association, c/o North Avenue Boutique, for the conduct of a sidewalk sale in front of No. 2747 W. North Avenue - North Avenue Boutique, for the period beginning September 30 and ending November 30, 1983, from 8:00 A.M. to 9:00 P.M.

COMMITTEE ON ECONOMIC DEVELOPMENT.

**Conditional Approval of Industrial Revenue Bond Authorized for
Construction of Project by Charlotte Charles, Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, October 25, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration an ordinance referred by the Honorable Harold Washington, Mayor, on October 12, 1983, said ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,450,000 for the construction of a project by Charlotte Charles, Inc., a Delaware corporation, begs leave to recommend that Your Honorable Body *Pass* said ordinance.

This recommendation was concurred in by nine members of the committee with no dissenting votes.

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

On motion of Alderman Hansen the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$1,450,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago to be owned by Charlotte Charles, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), to be used by the Company as a bakery and food processing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, The Tax Equity and Fiscal Responsibility Act of 1982 requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$1,450,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof by reference and to be published at a time and in a manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

[Memorandum of Agreement printed on pages 2886 thru 2889
of this Journal.]

**Conditional Approval of Industrial Revenue Bond Authorized
for Project by Information Resources, Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, October 28, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration an ordinance referred by the Honorable Harold Washington, Mayor, on October 20, 1983, said ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$7,500,000 for the financing of an industrial development project to be owned by Information Resources, Inc., begs leave to recommend that Your Honorable Body *Pass* said ordinance.

This recommendation was concurred in by eight (8) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--46.

Nays--None.

(Continued on page 2890)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Charlotte Charles, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and attraction of new businesses to the City.

(b) The Company will acquire certain land and buildings, construct improvements thereon and acquire and install certain machinery and equipment therein, to be used by the Company as a bakery and food processing facility (the "Project") in the City of Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures, or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not exceeding \$1,450,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the

City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Company in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Company.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Company. Subject to the conditions above stated, the Company agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into a revenue agreement, as defined

in the Ordinance, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the City, the Department and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, construction and installation of the Project or after payment of all costs of acquisition, construction and installation of the Project, whichever is later, the Company will (1) furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, construction and installation of the Project, and (2) permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City during regular business hours all books, records, and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the City, the Department, and the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and the acquisition, construction and installation of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds

are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 23rd day of September, 1983.

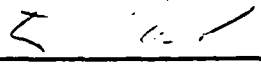
DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

By


Commissioner of Economic
Development of the City
of Chicago

CHARLOTTE CHARLES, INC., a Delaware
corporation

By


Its President

(SEAL)

Attest:


Its Assistant Secretary

(Continued from page 2885)

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of the Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on the behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$7,500,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Information Resources, Inc., to be used as a corporate headquarters and high technology market research and data processing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, The Tax Equity and Fiscal Responsibility Act of 1982, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$7,500,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof by reference and to be published at a time and in the manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of the City Council.

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

[Memorandum of Agreement printed on pages 2891
thru 2894 of this Journal.]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department"), and Information Resources, Inc., a Delaware corporation (the "Company").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to acquire certain land and construct improvements thereon and acquire certain machinery and equipment, to be used by the Company as a corporate headquarters and high technology market research and data processing facility (the "Project") in the City of Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$7,500,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and

has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Company in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Company.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Company. Subject to the conditions above stated, the Company agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into one or more revenue agreements, as defined in the Ordinance, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the

same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, construction and installation of the Project or after payment of all costs of acquisition, construction and installation of the Project, whichever is later, the Company (1) will furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, construction and installation of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City and the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and acquisition, construction and installation of the Project, including the reasonable fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement

October 31, 1983

and the performance by the City of its obligations hereunder, and will pay upon demand the reasonable preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 19th day of September, 1983.

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

By

Robert Bell
Commissioner of Economic Development
of the City of Chicago

INFORMATION RESOURCES, INC.

By

Don Rydberg
Its V. J. Lindquist

(SEAL)

Attest:

Anna J. Garcia
Its Asst. Corp. Secy.

**Conditional Approval of Industrial Revenue Bond
Authorized for Peerless Confection Co.**

The Committee on Economic Development submitted the following report:

CHICAGO, October 25, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration an ordinance referred by the Honorable Harold Washington, Mayor, on October 12, 1983, said ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$2,750,000 for the construction of a project by the Peerless Confection Company, begs leave to recommend that Your Honorable Body *Pass* said ordinance.

This recommendation was concurred in by nine (9) members of the committee, with no dissenting votes.

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

On motion of Alderman Hansen the proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$2,750,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Peerless Confection Company, to be used as a manufacturing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, The Tax Equity and Fiscal Responsibility Act of 1982, requires that a public hearing be held in the City of Chicago, Illinois on the proposed plan of financing; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$2,750,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof by reference and to be published at a time and in the manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of the City Council.

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

[Memorandum of Agreement printed on pages 2897
thru 2900 of this Journal.]

**Conditional Approval of Industrial Revenue Bond Authorized
for Construction of Project by Helix, LTD.**

The Committee on Economic Development submitted the following report:

CHICAGO, October 25, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration an ordinance referred by the Honorable Harold Washington, Mayor, on October 12, 1983, said ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$4,000,000 for the construction of a project by Helix, Ltd., a Delaware corporation, begs leave to recommend that Your Honorable Body *Pass* said ordinance.

This recommendation was concurred in by nine (9) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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.

(Continued on page 2901)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Peerless Confection Company, an Illinois corporation (the "Company").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to construct a two-story addition (consisting of 44,000 sq. ft.) to an existing manufacturing facility and to acquire and install certain machinery and equipment for use in said building, to be used by the Company as a facility for the manufacture and warehousing of candy (the "Project") and to be located adjacent to 1253 West Diversey Parkway, Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures, or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$2,750,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department.

Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Company in finding a purchaser or purchasers for the Bonds and, if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Company.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Company. Subject to the conditions above stated, the Company agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the construction, equipping and installing of the Project or after payment of all costs of said construction, equipping and installing of the Project, whichever is later, the Company (1) will furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of said construction, equipping and installing of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records, and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

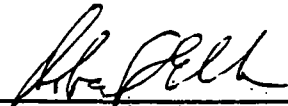
4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City and the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

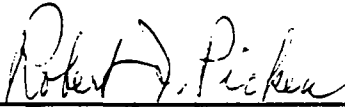
(b) All costs and expenses in connection with the financing and construction, equipping and installing of the Project, including the fees and expenses of counsel to the City and the Department, Carlson and Hug, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth on any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 19th day of September, 1983.

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

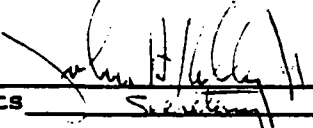
By 
Acting Commissioner of Economic
Development of the City
of Chicago

PEERLESS CONFECTION COMPANY

By 
Its President

(SEAL)

Attest:


Its Secretary

(Continued from page 2896)

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, Illinois (the "City"), as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City (the "Commission"), a Department of Economic Development of the City (the "Department") and the office of the Commissioner of Economic Development of the City (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed financing of industrial development projects and to recommend to the City Council of the City that the City issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the Memorandum of Agreement submitted to this City Council relating to the issuance and sale of not to exceed \$4,000,000 of industrial revenue bonds to finance an industrial development project in the City, to be owned by Chicago Title and Trust Company, not in its individual capacity but as trustee under Trust No. 1083877 dated July 26, 1983, for the benefit of Helix Limited, a Delaware corporation for profit ("Helix"), and operated by Helix as a corporate headquarters, manufacturing facility and commercial facility for the retail sale and rental of photographic and audio-visual equipment, all as more particularly described in the application of Helix to the Commission, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, The Tax Equity and Fiscal Responsibility Act of 1982, requires that a public hearing be held in the City of Chicago, Illinois on the proposed plan of financing; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue and sell such industrial revenue bonds in an amount not to exceed \$4,000,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof by reference and to be published at a time and in a manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of the City Council.

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

[Memorandum of Agreement printed on pages 2902
thru 2906 of this Journal.]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development (the "Department") of the City of Chicago, Cook County, Illinois (the "City"), and Helix Limited, a Delaware corporation for profit ("Helix" or the "Beneficiary").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution and delivery of this Agreement by the parties hereto are the following:

(a) The City is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue industrial revenue bonds for the purpose of financing the cost of the acquisition, construction, repair, improvement or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) Chicago Title and Trust Company, not in its individual capacity but as trustee under Trust No. 1083877 dated July 26, 1983 (the "Obligor"), for the benefit of Helix, proposes to acquire approximately 46,260 square feet of land located in the City, and to acquire, repair, improve and equip a 7 and 8 story building of approximately 176,000 square feet and an adjacent parking facility of approximately 22,234 square feet situated on such land, all as more particularly described in the application of the Beneficiary to the Economic Development Commission (the "Commission") of the City (collectively, the "Project"), which Project is to be owned by the Obligor and operated by the Beneficiary as a corporate headquarters, manufacturing facility and commercial facility for the retail sale and rental of photographic and audio-visual equipment. The Beneficiary wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the industrial revenue bonds of the City for the benefit of Helix will be made available to finance the cost of acquisition, repair, improvement and equipping of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof

and to make recommendations to the City with respect to the issuance of its industrial revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its industrial revenue bonds in an amount not to exceed \$4,000,000 (the "Bonds") to finance the cost of the acquisition, repair, improvement and equipping of the Project and costs incidental to the issuance and sale of the Bonds.

(e) Pursuant to the Ordinance, the Commission has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the acquisition, repair, improvement and equipping of the Project.

(f) The Department, with and upon the advice of the Commission, considers the financing by the City of the cost of the acquisition, repair, improvement and equipping of the Project on behalf of the Beneficiary as a means of promoting and furthering the purposes of the Ordinance.

2. Undertakings on the Part of the Department.

Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the execution, issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in effect.

(b) That it will cooperate with the Beneficiary in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution and delivery of such documents as may be necessary or advisable for the authorization, execution, issuance and sale of the Bonds and the financing of the cost of the acquisition, repair,

improvement and equipping of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Beneficiary.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the cost of the acquisition, repair, improvement and equipping of the Project and that the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Obligor and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the financing instruments pursuant to which the cost of acquisition, repair, improvement and equipping of the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Beneficiary.

Subject to the conditions above stated, the Beneficiary agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Beneficiary will cause the Obligor to enter into with the City a revenue agreement, as defined in the Ordinance, under the terms of which the Obligor will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Beneficiary.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, repair, improvement and equipping of the Project or after payment of all costs of the acquisition, repair, improvement and equipping of the Project, whichever is later, the Beneficiary (1) will furnish upon request of the Department a report in a form satisfactory to the

Department containing information relating to the Project, including, but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, repair, improvement and equipping of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Beneficiary located within the City, during regular business hours, all books, records and other documents of the Beneficiary relating to expenditures from the proceeds of the Bonds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Beneficiary under paragraph 3 hereof are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Beneficiary), the Department, the City and the Beneficiary shall have agreed to mutually acceptable terms for the Bonds and for the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements, instruments and proceedings referred to in paragraphs 2 and 3 hereof.

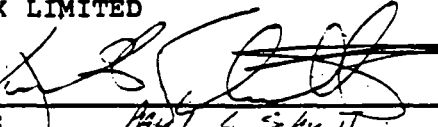
(b) All costs and expenses in connection with financing the cost of acquisition, repair, improvement and equipping of the Project, including the fees and expenses of counsel to the City and the Department, Mayer, Brown & Platt, as bond counsel ("Bond Counsel"), and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Beneficiary. If the events set forth in subsection (a) of this paragraph 4 do not take place within the time set forth therein or any extension thereof and the Bonds are not sold within such time, the Beneficiary agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the fees of Bond Counsel, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 29th day of September, 1983.

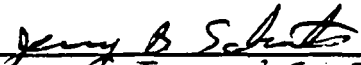
DEPARTMENT OF ECONOMIC
DEVELOPMENT OF THE CITY OF
CHICAGO

By 
Commissioner of Economic
Development of the City of
Chicago

HELIX LIMITED

By 
Name: Paul C. Schmitt
Title: President

ATTEST:

By 
Name: JERRY B. SCHMITT
Title: Secretary

**Authority Granted for Execution of Redevelopment Agreement
and Cooperative Agreements Between City, Chicago Film
and Video Studio Foundation, RAH Producers
Center, Inc. and William Levy -
Rudolph Tessler.**

The Committee on Economic Development submitted the following report:

CHICAGO, October 28, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration an ordinance referred by the Honorable Jane M. Byrne, Mayor, authorizing execution of a Redevelopment Agreement with Chicago Film and Video Studio Foundation and the execution of Cooperative Redevelopment Agreements with RAH Producers Center, Inc., and the partnership of William Levy-Rudolph Tessler, begs leave to recommend that Your Honorable Body *Pass* said ordinance, as amended.

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

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

On motion of Alderman Hansen the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development, has proposed a redevelopment plan to be coordinated by the Chicago Film and Video Studio Foundation (the "Foundation") involving the improvement and expansion of an existing film studio/sound stage complex located at 700-750 South Des Plaines Avenue, Chicago, Illinois, and the redevelopment of surrounding property for use in connection with the film studio/sound stage complex and for use by commercial and noncommercial activities related thereto; and

WHEREAS, The redevelopment plan has been set forth in a redevelopment agreement, which agreement obligates the City of Chicago to assist the Foundation in the acquisition of the Redevelopment Parcels described below and which agreement obligates the Foundation to improve and expand the existing film studio/sound stage complex and to prepare the Redevelopment Parcels for uses and activities incidental or related thereto; and

WHEREAS, The Economic Development Administration of the United States Department of Commerce has granted funds (the "Federal Grant") for use in accordance with the Chicago Plan for Economic Development for the expansion and development of industry within the City of Chicago; and

WHEREAS, The expenditure by the City of Chicago, through the Department of Economic Development, is in accordance with the Chicago Plan for Economic Development; and

WHEREAS, An amendment (the "Amendment") to the Federal Grant is currently pending before the United States Department of Commerce which would allow the Federal Grant funds to be used for projects such as the redevelopment plan to be coordinated by the Foundation; and

WHEREAS, The redevelopment plan is expected to produce increases in employment and it is the intention of the Foundation to use its best efforts to effect increases in employment at the redevelopment plan location, which employment is expected to reach four hundred in the near future; now, therefore,

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

SECTION 1. That, subject to approval of the Amendment by the United States Department of Commerce, the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute for and on behalf of the City of Chicago, upon approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate the City of Chicago, through the Department of Economic Development, to assist the Foundation in the acquisition of two parcels of land (the "Redevelopment Parcels"), located at 700-750 South Desplaines Avenue and 601 West Polk Street in the City of Chicago, and legally described as follows:

Parcel located at 700-750 South Des Plaines Avenue, Chicago, Illinois ("Parcel 1"):

Lots 1, 2, 3 and 4 in the Resubdivision of Lots 32, 33 and 34, except the following described tract. Beginning at the Southwest corner of Lot 34; thence East 38 feet, thence North 60 feet, thence West 24 feet; thence North 60 feet, thence West 14 feet, thence South to beginning, in S.W. Rawson's Subdivision of Block 17, School Section Addition to Chicago;

Also

The Private Alley and the Private Court shown on the plat of the Resubdivision of part of Lots 32, 33 and 34 in Rawson's Subdivision of Block 17 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, lying West and South of Lots 1 and 2 in said Resubdivision of part of Lots 32, 33 and 34 aforesaid and described as follows:

Commencing at the Northwest corner of Lot 4 in the Resubdivision of part of Lots 32, 33 and 34 aforesaid running thence East 19.50 feet to a point; thence North 16 feet to the South line of said Sub-Lot 2 in said Resubdivision; thence West along the South line of said Sub-Lot 2, 39.50 feet to the Southwest corner of said Lot 2; thence North 40 feet to the North line of said Lot 1 in said Resubdivision; thence West along the North line of said Lot 1 extended 4 feet to a point; thence South on a line parallel with the East line of said Lots 1 and 2, 60 feet to a point; thence East 24 feet to a point; thence North 4 feet to the place of beginning;

Also

The West 12 feet of the South 60 feet of Lot 33 and all of Lot 34 (except the East 12 feet of the North 60 feet thereof), and all of Lots 35 and 36 in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

The East 13.74 feet of Lot 27-A in S. W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 28 to 31 inclusive, (except the East 20 feet thereof, taken for widening of Desplaines Street), in S.W. Rawson's Subdivision of Block 17, in School Section Addition to Chicago;

Also

That part of vacated W. Lexington Street lying between the West line of S. Desplaines Street as widened and the East line of the South Route Super Highway;

Also

The North and South 16 foot vacated alley and the East and West 16 foot vacated alley in the Block bounded on the North by W. Lexington Street, and on the South by W. Polk Street, on the East by the West line of S. Desplaines Street as widened and on the West by the East line of the South Route Super Highway;

Also

Lots 1 to 5 inclusive (except the East 20 feet thereof taken for widening of Desplaines Street), and Lot 5-A, (except the West 6.62 feet thereof) in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 46, 47, 48, 49 and 50 and the West 5 feet of Lot 51 all in J. W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

That part of the South half of vacated W. Vernon Park Place lying North of and adjoining the North line of Lots 46 to 51 both inclusive, which is bounded on the East by the West line of the East 20 feet of said Lot 51 produced North 30 feet and on the West by the West line of said Lot 46 produced North 30 feet all in J. W. Hedenberg's Subdivision of Block 18 in said School Section Addition to Chicago;

Also

All of the vacated North and South 16-foot alley lying West of and adjoining the West line of Lots 1 to 5 and East of and adjoining the East line of Lot 5-A and lying South of the North line of said Lot 5-A produced East 16 feet;

Also

That part of the vacated East and West 16-foot alley lying North of and adjoining the North line of said Lot 5-A (except the West 6.62 feet thereof), and North of the North line of said Lot 5-A produced East 16 feet, in S. W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago and lying South of and adjoining the South line of Lots 46 and 47 in J. W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago.

Parcel located at 601 West Polk Street, Chicago, Illinois ("Parcel II"):

All that part of block 33 in School Section Addition to Chicago bounded as follows: On the North by the South line of W. Polk St., on the East by the West line of S. Jefferson St., on the South by the North line of W. Cabrini St. (formerly W. Gilpin St.) and on the West by the East line of S. Desplaines St., being all of original lots 1 to 7 inclusive and original lots 10 to 14 inclusive and sub-lots 1 to 4 inclusive in the subdivision of original lots 8 and 9 all in block 33 aforesaid (except those parts taken for street purposes), in Cook County, Illinois, and which will obligate the Foundation to improve and expand the existing film studio/sound stage complex and to prepare the Redevelopment Parcels for uses and activities incidental or related thereto, said Redevelopment Agreement being in substantially the following form:

REDEVELOPMENT AGREEMENT
CHICAGO FILM AND VIDEO STUDIO FOUNDATION
REDEVELOPMENT PROJECT

This Redevelopment Agreement (the "Agreement") is made on or as of the ____ day of _____, 1983, between (i) the City of Chicago (the "City"), by and through the Department of Economic Development (the "DED") of the City of Chicago, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois and (ii) Chicago Film and Video Studio Foundation, an Illinois not for profit corporation (the "Foundation"), having its office at 307 North Michigan Avenue, Chicago, Illinois.

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 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 \$7,000,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED, pursuant to the Chicago Plan for Economic Development, has proposed a redevelopment plan to be coordinated by the Foundation involving the improvement and expansion of an existing film studio/sound stage complex located at 700-750 South Desplaines Avenue, Chicago, Illinois, and the redevelopment of surrounding property for use in connection with the film studio/sound stage complex and for use by commercial and noncommercial activities related thereto; and

Whereas, it is the intention of the City to assist the Foundation in said redevelopment plan by making funds available to assist in the acquisition and rehabilitation of certain property for such film studio/sound stage complex and activities incidental or related thereto, which assistance will require an expenditure by the DED in the amount of \$860,000; and

Whereas, the City and RAH Producers Center Inc., an Illinois corporation ("RAH"), have entered into a Co-operative Redevelopment Agreement which obligates RAH, as holder of contractual rights to purchase the real property described in Exhibit I to this Agreement, to assist in the acquisition of said real property by, and the conveyance of good and merchantable title to said real property to, the Foundation's affiliate or a joint venture between RAH and the Foundation, for the sum of \$1,000,000, to be paid from approximately \$445,096 to be received by the Foundation from the City, through the DED, and from approximately \$554,904 to be received from other sources; and

Whereas, the City and William Levy-Rudolph Tessler, an Illinois partnership ("Levy-Tessler"), have entered into a Co-operative Redevelopment Agreement which obligates Levy-Tessler to execute any and all documents necessary in order to convey to the Foundation good and merchantable title to the real property described in Exhibit II to this Agreement, for the sum of \$1,000,000, to be paid from approximately \$414,904 to be received by the Foundation from the City, through the DED, and approximately \$585,096 to be received from other sources; 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, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

Section I: The Grant

Subject to the satisfaction or waiver by the City of the conditions specified in Section III below, the City hereby agrees, in consideration of the Foundation's execution of this Agreement and its agreement to be bound by its terms and obligations, to pay the sum of Eight Hundred Sixty Thousand Dollars (\$860,000.00) (said Eight Hundred Sixty Thousand Dollars sum, when paid, or released from escrow, to the Foundation, is hereinafter referred to as the "Grant", and the date when said sum is so paid or released is hereinafter referred to as the "Grant Date") to the Foundation to assist the Foundation in the accomplishment of the Redevelopment Plan set forth in Section II of this Agreement. If the conditions specified in Section III below have been satisfied by the Foundation or waived by the City on or prior to the execution of this Agreement, the City agrees to cause said sum of Eight Hundred Sixty Thousand Dollars to be paid to the Foundation within ten days of the execution of this Agreement.

If the conditions specified in Section III below have not been satisfied by the Foundation or waived by the City on or prior to the execution of this Agreement, the City agrees to cause said sum of Eight Hundred Sixty Thousand Dollars to be deposited in an escrow account with a banking institution (to be selected jointly by the City and the Foundation and to be located within the City of Chicago, Illinois) within ten calendar days of the execution of this Agreement with substantially the following irrevocable instructions regarding the holding and disposition of said funds:

1. Any cash held by said bank pursuant to the provisions of this Section I (i) need not be segregated and (ii) shall not bear interest.

2. Said bank shall hold the Eight Hundred Sixty Thousand Dollar sum deposited by the City pursuant to this Section I until the receipt by said bank of a certificate of the City, executed by the Commissioner of the DED, acknowledging satisfaction by the Foundation of the conditions specified in Section III of this Agreement and directing said bank to release the Eight Hundred Sixty Thousand Dollar sum to the Foundation within two days of the receipt by said bank of said certificate. If the City shall not have received satisfactory evidence of the satisfaction of the conditions specified in Section III of this Agreement on or prior to the date occurring one hundred thirty (130) days from the execution of this Agreement, and consequently shall not have delivered the certificate specified in the preceding sentence to the bank on or before the date occurring one hundred forty-five (145) days from the execution of this Agreement, said bank shall return the Eight Hundred Sixty Thousand Dollar sum to the City.

If, pursuant to the foregoing instructions, the Eight Hundred Sixty Thousand Dollar sum shall be returned to the City, all obligations of the parties hereto under this Agreement shall cease and neither party shall have any further responsibility or liability hereunder.

Section II: The Redevelopment Plan

The Foundation agrees to use the Grant provided by the City pursuant to Section I of this Agreement to redevelop or to cause to be redeveloped Parcels I and II (as described in Exhibits I and II hereto, respectively; collectively, Parcels I and II are referred to herein as the "Redevelopment Parcels") for uses related to film and video production, such uses to include, but not be limited to, sound stage and studio facilities, office and common facilities, ancillary service and support businesses and compatible film production companies. Said redevelopment efforts will involve (i) the construction, in cooperation with RAH, of a sound stage facility within one of the existing buildings on Parcel I, said sound stage to have approximate dimensions of 110 feet by 110 feet, (ii) the acquisition of Parcel I, said acquisition to be completed within thirty-six months of the Grant

Date, and (iii) the acquisition of Parcel II from Levy-Tessler, the record owners of Parcel II, said acquisition to be completed within twelve months of the Grant Date. Said redevelopment efforts are hereinafter referred to as the "Redevelopment Plan." Any plans and specifications for the renovation or rehabilitation of the Redevelopment Parcels shall be in conformity with all applicable State and local laws and regulations. The Redevelopment Parcels shall be used in accordance with applicable zoning laws.

Section III: Conditions

The City's obligation to authorize and direct the release of the Grant to the Foundation pursuant to this Agreement shall be subject to the satisfaction or waiver of the following conditions:

1. Satisfactory evidence of an agreement between the Foundation or an affiliate of the Foundation and RAH providing for:

(a) the construction of a sound stage facility (having approximate dimensions of 110 feet by 110 feet) on Parcel I, to be commenced within six months, and completed within eighteen months, of the execution of said agreement; and

(b) the acquisition of Parcel I, to be completed within thirty-six months of the execution of said agreement; and

2. Satisfactory evidence of an agreement between the Foundation or another entity and Levy-Tessler providing for the acquisition by the Foundation or another entity of Parcel II; provided that if an entity other than the Foundation shall acquire title to Parcel II in its name pursuant to the agreement referred to in this paragraph 2, said entity shall specifically agree in said agreement to cooperate with the redevelopment of Parcel II for uses related to film and video production as set forth in Section II of this Agreement.

The City agrees that (i) a signed agreement (which shall be contractual in nature, but which may take the form of a joint venture agreement or a partnership agreement) between the Foundation or an affiliate of the Foundation and RAH containing, among other things, provisions covering subparagraphs (a) and (b) of condition 1 of this Section shall be deemed satisfactory and sufficient evidence of the satisfaction of condition 1 and (ii) a signed agreement between the Foundation or another entity and Levy-Tessler containing, among other things, provisions covering condition 2 and, in the case of an agreement between another entity and Levy-Tessler, the proviso of condition 2, of this Section shall be deemed satisfactory and sufficient evidence of the satisfaction of condition 2. The City agrees that it shall deliver the certificate called for by Instruction No. 2 of Section I of this Agreement within ten calendar days of the mailing (by registered mail, return receipt requested) by the Foundation to the Commissioner of the DED, 20 North Clark Street, 28th Floor, Chicago, Illinois, 60603, of satisfactory evidence of the satisfaction of the conditions of this Section III.

Section IV: Financing.

The Foundation anticipates that the Redevelopment Plan as set forth in Section II of this Agreement will involve expenditures of approximately \$2,450,000, of which \$450,000 will be required for the construction of the sound stage, \$1,000,000 for the acquisition of Parcel I and \$1,000,000 for the acquisition of Parcel II. The Foundation believes that adequate sources of financing are available, including loans, lease financing and the indicated availability of purchase money mortgages in connection with proposed property acquisitions, to enable completion of the proposed Redevelopment Plan. The Foundation hereby (1) undertakes to use its best efforts to obtain, or assist other entities to obtain, necessary financing to complete the Redevelopment Plan described in Section II of this Agreement and (2) agrees not to expend any part of the Grant until it has received commitments for the financing or funding necessary to complete the Redevelopment Plan described in Section II of this Agreement.

Section V: Time For Commencement and Completion of Redevelopment Plan

The Redevelopment Plan described in Section II of this Agreement shall proceed according to the following schedule: (i) the construction of the sound stage facility shall be commenced within six months of the Grant Date and completed within eighteen months of the Grant Date; (ii) the acquisition of Parcel I shall have been completed within thirty-six months of the Grant Date; and (iii) the acquisition of Parcel II shall have been completed within twelve months of the Grant Date. Subject to the force majeure provisions of Section X hereof, the Foundation agrees, for itself and its successors and assigns, to begin promptly and to complete diligently the Redevelopment Plan described in Section II hereof and further agrees that any construction and preparations for property acquisition shall commence and be completed within the time periods specified in this Section. It is understood, 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 the Foundation 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 sound stage and the acquisition of Parcels I and II as provided in Section II of this Agreement, the City will furnish the foundation with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of the satisfaction and termination of the covenants in this Agreement with respect to the obligations of the Foundation, its affiliates and their respective successors and assigns to complete the Redevelopment Plan 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 foregoing certification, the City shall, within thirty (30) days after written request by the Foundation, provide the Foundation with a written statement indicating in adequate detail how the Foundation has failed to complete the Redevelopment Plan as set forth in Section II of this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for the Foundation to take or perform in order to obtain the certification (subject to the provisions of Section XI hereto).

Section VIII: Restriction on Use

The Foundation agrees, for itself and its successors and assigns, that while it and its successors and assigns shall have an interest in the Redevelopment Parcels, 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 Parcels 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 Parcels in accordance with administrative or legal proceedings applicable thereto.

Section IX: Mortgages Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage on the Redevelopment Parcels (including any holder who obtains title to the Redevelopment Parcels or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other person or entity who thereafter obtains title to the Redevelopment Parcels or a portion or portions thereof 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 complete the Redevelopment Plan set forth in Section II or to guarantee such completion; nor shall any covenant or any other provision be construed so to 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 Parcels 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 X: Force Majeure.

Neither the City nor the Foundation nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Redevelopment Parcels for redevelopment or the commencement or completion of the Redevelopment Plan in the event of any delay in the performance of either party's obligations due to cause beyond such party's control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of such delay, as determined jointly by the City and the Foundation.

Section XI: Remedies.

(a) Except as otherwise provided in this Agreement in the event of any breach of, or default under this Agreement or any of its terms or provisions by either party hereto, or any successor to such party, such breaching party (or its successor) shall, following written notice from aggrieved party of the occurrence of the breach or default, proceed immediately to cure or remedy such breach or default, and, in any event, shall have remedied or shall have undertaken substantial efforts to remedy such breach or default within sixty (60) days after receipt of such notice. In the event that such action is not taken or not diligently pursued, or the breach or default 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 or remedy such default or breach.

(b) Except as otherwise provided in this Agreement, in the event that the Foundation shall breach, or be in default under, this Agreement following the Grant Date but prior to the completion of the Redevelopment Plan specified in Section II, then, unless the Foundation shall have undertaken efforts to cure or remedy such breach or default within sixty (60) days after written notice, from the City of such breach or default, the City shall have the right at its option to recover from the Foundation an amount equal to Eight Hundred Sixty Thousand Dollars plus interest thereon at an annual rate of ten percent (10%), computed from the Grant Date to the day of the return of such Eight Hundred Sixty Thousand Dollars by the Foundation to the City.

(d) No right or remedy conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment or any other appropriate right or remedy.

(e) No delay or omission by one party in instituting or prosecuting any actions or proceedings or otherwise exercising or asserting its rights and remedies accruing upon a breach of this Agreement by the other party shall impair any such right or remedy or constitute a waiver of any such breach or an acquiescence therein. No waiver in fact made by a party with respect to any specific breach of this Agreement by the other party shall be considered or treated as a waiver of the rights or remedies of such party with respect to the particular breach except to the extent specifically waived in writing. Every right or remedy given to a party under this Agreement may be exercised from time to time, and as often as such party may deem expedient.

Section XII: Conflict of Interest; City's Representatives Not Individually Liable

No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or

association in which he is directly or indirectly interested. No official or employee of the City shall be personally liable to the Foundation or any successor in interest thereto: (i) in the event of any default or breach by the City under this Agreement, (ii) for any amount which may become due under this Agreement or (iii) for any obligations of the City under this Agreement.

Section XIII: Foundation and RAH Representatives Not Individually Liable

No member, officer or director of the Foundation and no stockholder, officer or director of RAH shall be personally liable to the City in the event of any default or breach by the Foundation or for any amount which may become due to the City as a result thereof.

Section XIV: Equal Employment Opportunity

The Foundation agrees, for itself and its successors and assigns, that during the carrying out of the Redevelopment Plan provided in Section II of this Agreement:

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

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

(c) The Foundation will include 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.

Section XV: Employment

The Foundation will use its best efforts to increase total employment to approximately ten employees at the Redevelopment Plan location within twenty-four months of the Grant Date. Thereafter, it is the intention of the Foundation to use its best efforts to effect increases in its employment and the employment of other employers at the Redevelopment Plan location, which employment is expected to reach 400 in the near future.

Section XVI: Prohibition Against Assignment

Prior to the completion of the Redevelopment Plan, the Foundation will not assign its rights and obligations under this Agreement without the prior written consent of the City, except as otherwise provided, but subject to the proviso contained, in condition 2 of Section III of this Agreement.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and on its behalf by the DED and the Foundation has signed and sealed the same on or as of the ____ day of ____, 1983.

CITY OF CHICAGO

By: _____
Suhail al Chalabi
Interim Commissioner of the
Department of Economic
Development

CHICAGO FILM AND VIDEO STUDIO
FOUNDATION

By: _____
Hedy Ratner
Executive Director (President)

EXHIBIT I

Parcel I

Parcel I consists of the real property (consisting of approximately 68,476 square feet), including four buildings, located at 700-750 South Desplaines Avenue, Chicago, Illinois, and legally described as follows:

Lots 1, 2, 3 and 4 in the Resubdivision of Lots 32, 33 and 34, except the following described tract. Beginning at the Southwest corner of Lot 34; thence East 38 feet, thence North 60 feet, thence West 24 feet; thence North 60 feet, thence West 14 feet, thence South to beginning, in S.W. Rawson's Subdivision of Block 17, School Section Addition to Chicago;

Also

The Private Alley and the Private Court shown on the plat of the Resubdivision of part of Lots 32, 33 and 34 in Rawson's Subdivision of Block 17 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, lying West and South of Lots 1 and 2 in said Resubdivision of part of Lots 32, 33 and 34 aforesaid and described as follows:

Commencing at the Northwest corner of Lot 4 in the Resubdivision of part of Lots 32, 33 and 34 aforesaid running thence East 19.50 feet to a point; thence North 16 feet to the South line of said Sub-Lot 2 in said Resubdivision; thence West along the South line of said Sub-Lot 2, 39.50 feet to the Southwest corner of said Lot 2; thence North 40 feet to the North line of said Lot 1 in said Resubdivision; thence West along the North line of said Lot 1 extended 4 feet to a point; thence South on a line parallel with the East line of said Lots 1 and 2, 60 feet to a point; thence East 24 feet to a point; thence North 4 feet to the place of beginning;

Also

The West 12 feet of the South 60 feet of Lot 33 and all of Lot 34 (except the East 12 feet of the North 60 feet thereof), and all of Lots 35 and 36 in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

The East 13.74 feet of Lot 27-A in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 28 to 31 inclusive, (except the East 20 feet thereof, taken for widening of Desplaines Street), in S.W. Rawson's Subdivision of Block 17, in School Section Addition to Chicago;

Also

That part of vacated W. Lexington Street lying between the West line of S. Desplaines Street as widened and the East line of the South Route Super Highway;

Also

The North and South 16 foot vacated alley and the East and West 16 foot vacated alley in the Block bounded on the North by W. Lexington Street, and on the South by W. Polk Street, on the East by the West line of S. Desplaines Street as widened and on the West by the East line of the South Route Super Highway;

Also

Lots 1 to 5 inclusive (except the East 20 feet thereof taken for widening of Desplaines Street), and Lot 5-A, (except the West 6.62 feet thereof) in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 46, 47, 48, 49 and 50 and the West 5 feet of Lot 51 all in J. W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

That part of the South half of vacated W. Vernon Park Place lying North of and adjoining the North line of Lots 46 to 51 both inclusive, which is bounded on the East by the West line of the East 20 feet of said Lot 51 produced North 30 feet and on the West by the West line of said Lot 46 produced North 30 feet all in J.W. Hedenberg's Subdivision of Block 18 in said School Section Addition to Chicago;

Also

All of the vacated North and South 16 foot alley lying West of and adjoining the West line of Lots 1 to 5 and East of and adjoining the East line of Lot 5-A and lying South of the North line of said Lot 5-A produced East 16 feet;

Also

That part of the vacated East and West 16 foot alley lying North of and adjoining the North line of said Lot 5-A (except the West 6.62 feet thereof), and North of the North line of said Lot 5-A produced East 16 feet, in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago and lying South of and adjoining the South line of Lots 46 and 47 in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago.

EXHIBIT II

Parcel II

Parcel II consists of the real property (consisting of approximately 63,831 square feet), including a one and two story brick warehouse structure, located at 601 West Polk Street, Chicago, Illinois, and legally described as follows:

All that part of block 33 in School Section Addition to Chicago bounded as follows: On the North by the South line of W. Polk Street, on the East by the West line of S. Jefferson Street, on the South by the North line of W. Cabrini Street (formerly W. Gilpin Street) and on the West by the East line of S. Des Plaines Street, being all of original lots 1 to 7 inclusive and original lots 10 to 14 inclusive and sub-lots 1 to 4 inclusive in the subdivision of original lots 8 and 9 all in block 33 aforesaid (except those parts taken for street purposes), in Cook County, Illinois.

SECTION 2. That, subject to the approval of the Amendment by the United States Department

of Commerce, the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute for and on behalf of the City of Chicago, upon approval of the Corporation Counsel as to form and legality, a Co-operative Redevelopment Agreement with RAH Producers Center, Inc., an Illinois corporation ("RAH"), which agreement will obligate the City of Chicago (i) to execute a Redevelopment Agreement with the Foundation, in such form as the City and the Foundation may mutually agree, obligating the Foundation, through its affiliate, among other things, to prepare Parcel I for use as, or uses incidental or related to, a film studio/sound stage complex and (ii) to execute and deliver the necessary documents with RAH to cause it to convey to the Foundation's affiliate or a joint venture between such affiliate and RAH good and merchantable title to Parcel I said Co-operative Redevelopment Agreement being in substantially the following form:

**Co-Operative Redevelopment Agreement
Chicago Film and Video Studio Foundation Project**

This Co-operative Redevelopment Agreement (this "Agreement") is made on this _____ day of _____, 1983, between (i) the City of Chicago (the "City") by and through the Department of Economic Development (the "DED") of the City of Chicago, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois and (ii) RAH Producers Center, Inc., an Illinois corporation ("RAH") having its office at 700 South Desplaines Avenue, Chicago, Illinois.

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 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 \$7,000,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED pursuant to the Chicago Plan for Economic Development has proposed a redevelopment agreement with the Chicago Film and Video Studio Foundation, an Illinois not-for-profit corporation (the "Foundation") providing for, among other things, the redevelopment of two parcels of land, consisting of an aggregate of 68,476 square feet of land and buildings containing 45,835 square feet, located at 700-750 South Desplaines Avenue, Chicago, and legally described on Exhibit I attached hereto (collectively, said parcels are referred to as the "Parcel"); and

Whereas, RAH as current lessee and holder of contractual rights to purchase the Parcel, intends to cooperate with, and to assist, the Foundation or an affiliate of the Foundation in the acquisition of the Parcel; and

Whereas, it is the intention of the DED to cooperate in the acquisition of the Parcel by an affiliate of the Foundation or a joint venture between RAH and such affiliate, which will require an expenditure by the DED in an amount of approximately \$445,096 in acquisition costs (at a price of approximately \$6.50 per square foot); and

Whereas, it is the intention of the Foundation, through its affiliate or a joint venture with RAH, to purchase the parcel for the approximate sum, net of the expenditure by the DED, of \$554,904; 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 such expenditure shall be made pursuant to the terms of the grant from the United States Department of Commerce from funds obtained from said grant or from other funds available for such purposes.

Now, Therefore, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

Section I: Agreements of RAH

RAH agrees to:

1. Use its reasonable efforts to cause the Foundation to execute a Redevelopment Agreement with the City (such Redevelopment Agreement to be in such form as the Foundation and the City may mutually agree) to obligate the Foundation and/or its affiliate to prepare the parcel for use as, or uses incidental or related to, a film studio/sound stage complex; and

2. Assist in the acquisition of the Parcel by, and the conveyance of good and merchantable title to the parcel to, the Foundation's affiliate or a joint venture between RAH and the Foundation, for the sum of One Million Dollars (\$1,000,000.00), payable from:

(a) \$445,096, received from the City, through the DED; and

(b) \$554,904, derived from other Foundation and/or RAH funds or financing sources.

Section II: Agreements of the City

The City, by and through the DED, agrees to:

1. Execute a Redevelopment Agreement with the Foundation (such Redevelopment Agreement to be in such form as the City and the Foundation may mutually agree) obligating the Foundation, through its affiliate, among other things, to prepare the Parcel for use as, or uses, incidental or related to, a film studio/sound stage complex, which use or uses are anticipated by the Foundation to produce additional employment opportunities on or near the Parcel in the near future; and

2. Execute and deliver the necessary documents with RAH in order to cause it to convey to the Foundation's affiliate or a joint venture between such affiliate and RAH (in accordance with this Agreement and the aforementioned Redevelopment Agreement) good and merchantable title to the Parcel located at 700-750 South Desplaines Avenue (as more fully described in Exhibit I to this Agreement) for the sum of One Million Dollars payable from the sources specified in subsection (2) of Section I of this Agreement; provided however, that neither the City nor the Foundation's affiliate or said joint venture shall have any legal or equitable interest in the Parcel until it has been conveyed to the Foundation's affiliate or said joint venture.

Section III: Conditions

The agreements of RAH in Section I, and of the City in Section II, of this Agreement are expressly subject to the execution and delivery of a Redevelopment Agreement between the City and the Foundation, obligating the Foundation, through its affiliate to prepare the parcel for use as, or uses incidental or related to, a film studio/sound stage complex which use or uses are anticipated by the Foundation to produce additional employment opportunities on and near the Parcel in the near future.

Section IV: Miscellaneous

1. This Agreement shall not be recorded by either party.

2. The City hereby agrees that, upon due performance by RAH of its obligations set forth in Section I hereof, RAH shall have no further obligations or liability to the City with respect to the transactions contemplated by this Agreement or the Redevelopment Agreement.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and

on its behalf by the DED, and RAH has caused this Agreement to be duly executed in its name and on its behalf by an authorized officer, on or as of the _____ day of _____, 1983.

CITY OF CHICAGO

By: _____
Suhail al Chalabi
Interim Commissioner of the
Department of Economic Development

RAH PRODUCERS CENTER, INC.

By: _____
Robert A. Hudeck
President

EXHIBIT I

The parcel consists of the real property (consisting of approximately 68,476 square feet), including four buildings, located at 700-750 South Desplaines Avenue, Chicago, Illinois, and legally described as follows:

Lots 1, 2, 3, and 4 in the Resubdivision of Lots 32, 33, and 34, except the following described tract. Beginning at the Southwest corner of Lot 34; thence East 38 feet, thence North 60 feet, thence West 24 feet; thence North 60 feet, thence West 14 feet, thence South to beginning, in S.W. Rawson's Subdivision of Block 17, School Section Addition to Chicago;

Also

The Private Alley and the Private Court shown on the plat of the Resubdivision of part of Lots 32, 33 and 34 in Rawson's Subdivision of Block 17 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, lying West and South of Lots 1 and 2 in said Resubdivision of part of Lots 32, 33 and 34 aforesaid and described as follows:

Commencing at the Northwest corner of Lot 4 in the Resubdivision of part of Lots 32, 33 and 34 aforesaid running thence East 19.50 feet to a point; thence North 16 feet to the South line of said Sub-Lot 2 in said Resubdivision; thence West along the South line of said Sub-Lot 2, 39.50 feet to the Southwest corner of said Lot 2; thence North 40 feet to the North line of said Lot 1 in said Resubdivision; thence West along the North line of said Lot 1 extended 4 feet to a point; thence South on a line parallel with the East line of said Lots 1 and 2, 60 feet to a point; thence East 24 feet to a point; thence North 4 feet to the place of beginning;

Also

The West 12 feet of the South 60 feet of Lot 33 and all of Lot 34 (except the East 12 feet of the North 60 feet thereof), and all of Lots 35 and 36 in S.W. Rawson's Subdivision of Block 17, School Section Addition to Chicago;

Also

The East 13.74 feet of Lot 27-A in S.W. Rawson's Subdivision of Block 17, School Section Addition to Chicago;

Also

Lots 28 and 31 inclusive, (except the East 20 feet thereof, taken for widening of Desplaines Street), in Rawson's Subdivision of Block 17, in School Section Addition to Chicago;

Also

That part of vacated W. Lexington Street lying between the West line of S. Desplaines Street as widened and the East line of the South Route Super Highway;

Also

The North and South 16 foot vacated alley and the East and West 16 foot vacated alley in the Block bounded on the North by W. Lexington Street, and on the South by W. Polk Street, on the East by the West line of S. Desplaines Street as widened and on the West by the East line of the South Route Super Highway;

Also

Lots 1 to 5 inclusive (except the East 20 feet thereof taken for widening of Desplaines Street), and Lot 5-A, (except the West 6.62 feet thereof) in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 46, 47, 48, 49 and 50 and the West 5 feet of Lot 51 all in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

That part of the South half of vacated W. Vernon Park Place lying North of and adjoining the North line of Lots 46 to 51 both inclusive, which is bounded on the East by the West line of the East 20 feet of said Lot 51 produced North 30 feet and on the West by the West line of said Lot 46 produced North 30 feet all in J. W. Hedenberg's Subdivision of Block 18 in said School Section Addition to Chicago;

Also

All of the vacated North and South 16 foot alley lying West of and adjoining the West line of Lots 1 to 5 and East of and adjoining the East line of Lot 5-A and lying South of the North line of said Lot 5-A produced East 16 feet;

Also

That part of the vacated East and West 16 foot alley lying North of and adjoining the North line of said Lot 5-A (except the West 6.62 feet thereof), and North of the North line of said Lot 5-A produced East 16 feet, in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago and lying South of and adjoining the South line of Lots 46 and 47 in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago.

SECTION 3. That, subject to approval of the Amendment by the United States Department of Commerce, the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute for and on behalf of the City of Chicago, upon approval of the Corporation Counsel as to form and legality, a Co-operative Redevelopment Agreement with the Illinois partnership of William Levy-Rudolph Tessler ("Levy-Tessler"), which agreement will obligate the City of Chicago (i) to execute a Redevelopment Agreement with the Foundation, in such form as the City and the Foundation may mutually agree, obligating the Foundation, through its affiliate, among other things, to prepare Parcel II for use as, or uses incidental or related to, a film studio/sound stage complex, and (ii) to execute and deliver the necessary documents with Levy-Tessler to cause it to convey to the Foundation and/or its affiliate good and merchantable title to Parcel II, said Co-operative Redevelopment Agreement being in substantially the following form:

Co-Operative Redevelopment Agreement
Chicago Film and Video Studio
Foundation Project

This Co-operative Redevelopment Agreement (this "Agreement") is made on this _____ day

of _____, 1983, between (i) the City of Chicago (the "City"), by and through the Department of Economic Development (the "DED") of the City of Chicago, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois and (ii) William Levy-Rudolph Tessler, an Illinois partnership ("Levy-Tessler"), having its office at _____, Chicago, Illinois.

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 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 \$7,000,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED, pursuant to the Chicago Plan for Economic Development, has proposed a redevelopment agreement with the Chicago Film and Video Studio Foundation, an Illinois not-for-profit corporation (the "Foundation"), providing for, among other things, the redevelopment of a parcel of land, consisting of approximately 63,831 square feet of land and a building containing approximately 104,000 square feet of space, located at 601 West Polk Street, Chicago, and legally described on Exhibit I attached hereto (the "Parcel"); and

Whereas, Levy-Tessler, as owner of the Parcel, intends to sell the Parcel to the Foundation or an affiliate of the Foundation; and

Whereas, it is the intention of DED to cooperate in the acquisition of the Parcel by the Foundation or its affiliate, which cooperation will require an expenditure by the DED in an amount of approximately \$414,904 in acquisition costs (at a price of approximately \$6.50 per square foot); and

Whereas, it is the intention of the Foundation, either directly or through an affiliate, to purchase the Parcel from Levy-Tessler for the approximate sum, net of the expenditure by the DED, of \$585,096; 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 such expenditure shall be made pursuant to the terms of the grant from the United States Department of Commerce from funds obtained from said grant or from other funds available for such purposes.

Now, Therefore, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

Section I: Agreements of Levy-Tessler

Levy-Tessler agrees to:

1. Use its reasonable efforts to cause the Foundation to execute a Redevelopment Agreement with the City (such Redevelopment Agreement to be in such form as the Foundation and the City may mutually agree) to obligate the Foundation and/or its affiliate to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex; and

2. Execute and deliver the necessary documents in order to convey (in accordance with this Agreement and the aforementioned Redevelopment Agreement) good and merchantable title to the Parcel located at 601 West Polk Street (as more fully described in Exhibit I to this Agreement), for the sum of One Million Dollars (\$1,000,000.00), payable by the Foundation from:

(a) \$414,904, received from the City, through the DED; and

(b) \$585,096, derived by the Foundation from mortgage and/or lease financing and other sources.

Section II: Agreements of the City

The City, by and through the DED, agrees to:

1. Execute a Redevelopment Agreement with the Foundation (such Redevelopment Agreement to be in such form as the City and the Foundation may mutually agree) obligating the Foundation and/or its affiliate, among other things, to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex, which use or uses are anticipated by the Foundation to produce additional employment opportunities on or near the Parcel in the near future; and

2. Execute and deliver the necessary documents with Levy-Tessler in order to cause it to convey to the Foundation and/or its affiliate (in accordance with this Agreement and the aforementioned Redevelopment Agreement) good and merchantable title to the Parcel located at 601 West Polk Street (as more fully described in Exhibit I to this Agreement), for the sum of One Million Dollars (payable from the sources specified in subsection (2) of Section I of this Agreement); provided, however, that neither the City nor the Foundation or its affiliate shall have any legal or equitable interest in the Parcel until it has been conveyed to the Foundation or its affiliate.

Section III: Conditions

The agreements of Levy-Tessler in Section I, and of the City in Section II, of this Agreement are expressly subject to the execution and delivery of a Redevelopment Agreement between the City and the Foundation, obligating the Foundation and/or its affiliate to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex, which use or uses are anticipated by the Foundation to produce additional employment opportunities on and near the Parcel in the near future.

Section IV: Miscellaneous

1. This Agreement shall not be recorded by either party.

2. The City hereby agrees that, upon due performance by Levy-Tessler of its obligations set forth in Section I hereof, Levy-Tessler shall have no further obligations or liability to the City with respect to the transactions contemplated by this Agreement or the Redevelopment Agreement.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and on its behalf by the DED, and Levy-Tessler has caused this Agreement to be duly executed in its name and on its behalf by an authorized partner on or as of the _____ day of _____, 1983.

CITY OF CHICAGO

By: _____
Suhail al Chalabi
Interim Commissioner of the
Department of Economic
Development

WILLIAM LEVY-RUDOLPH TESSLER
(an Illinois partnership)

By: _____
Authorized Partner

EXHIBIT I

The Parcel consists of the real property (consisting of approximately 63,831 square feet), including a one and two story brick warehouse structure, located at 601 West Polk Street, Chicago, Illinois, and legally described as follows:

All that part of block 33 in School Section Addition to Chicago bounded as follows: On the North by the South line of W. Polk Street on the East by the West line of S. Jefferson Street on the South by the North line of W. Cabrini Street (formerly W. Gilpin Street) and on the West by the East line of S. Desplaines Street being all of original lots 1 to 7 inclusive and original lots 10 to 14 inclusive and sub-lots 1 to 4 inclusive in the subdivision of original lots 8 and 9 all in block 33 aforesaid (except those parts taken for street purposes), in Cook County, Illinois.

SECTION 4. That, subject to approval of the Amendment by the United States Department of Commerce, the Commissioner of the Department of Economic Development of the City of Chicago is further authorized to execute any other documents necessary and proper to effect or perform the terms of the aforementioned Redevelopment Agreement and Co-operative Redevelopment Agreements.

SECTION 5. That the Foundation shall not expend any of the Grant, as defined and provided in Section I of the Redevelopment Agreement, until such time as it shall have received commitments for the financing or funding necessary to complete, and fully cover the costs of the Redevelopment Plan, as defined and provided in Section II of the Redevelopment Agreement.

SECTION 6. The ordinance, as amended, shall be effective upon passage of this amendment:

Action Deferred--ON MAYOR'S APPOINTMENT OF ROBERT MIER
AS COMMISSIONER OF ECONOMIC DEVELOPMENT.

The Committee on Economic Development submitted the following report, which was, on motion of Aldermen Majerczyk and Stemberk, *Deferred* and ordered published:

CHICAGO, October 25, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated August 17, 1983, appointing Robert Mier as Commissioner of the Department of Economic Development, begs leave to recommend that Your Honorable Body *Approve* said appointment.

This recommendation was concurred in by nine (9) members of the committee with no dissenting votes.

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

COMMITTEE ON LOCAL TRANSPORTATION.

**Authority Granted for Establishment of Taxicab Stand
Numbers 537 and 538.**

The Committee on Local Transportation, to which had been referred (October 12, 1983), two proposed ordinances for establishment of taxicab stands No. 537 and No. 538 submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Marzullo *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, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

The following are said ordinances as passed (the *Italic* heading in each case not being a part of the ordinance):

Taxicab Stand No. 537.

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 537

On East Erie Street, along the south curb from a point 20 feet east of North State Street to a point 105 feet east thereof, 5 taxicabs.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

Taxicab Stand No. 538.

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 538

On East Ontario Street, along the north curb from a point 143 feet east of North State Street to a point 50 feet east thereof, 2 taxicabs.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically

provided shall be punished by a fine of not more than two hundred dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

**Chicago Transit Authority Memorialized to Construct Bus Passenger
Shelters at Designated Locations.**

The Committee on Local Transportation, to which had been referred (September 28 and October 12, 1983) two proposed orders to memorialize the Chicago Transit Authority to give consideration to the construction of bus passenger shelters at designated locations, submitted a report recommending that the City Council pass said proposed orders.

On separate motions made by Alderman Marzullo, *each* of the said proposed orders was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

The following are said orders as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters on the--

northeast corner of S. Archer Avenue and W. 47th Street; and the

southeast corner of W. 35th Street and S. California Avenue.

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters at the following locations:

<i>Intersection</i>			<i>Corner</i>
W. 47th Street	and	S. Leclaire Avenue	SW
W. 47th Street	and	S. Laverne Avenue	SW
W. 47th Street	and	S. Lamon Avenue	SW
W. 47th Street	and	S. Kilpatrick Avenue	SW
W. 47th Street	and	S. Knox Avenue	SW
W. 47th Street	and	S. Kilbourn Avenue	SW
W. 47th Street	and	S. Kostner Avenue	SW
W. 47th Street	and	S. Karlov Avenue	SW
W. 47th Street	and	S. Springfield Avenue	SW
W. 47th Street	and	S. Archer Avenue	SW
Archer Avenue	and	S. Lawndale Avenue	NE
Archer Avenue	and	S. Hamlin Avenue	NE
Archer Avenue	and	S. Karlov Avenue	NE
Archer Avenue	and	S. Kildare Avenue	SW
Archer Avenue	and	S. Kilbourn Avenue	SW
Archer Avenue	and	S. Leclaire Avenue	NE
Archer Avenue	and	S. Long Avenue	SW
Archer Avenue	and	S. Central Avenue	NE
Archer Avenue	and	S. Mayfield Avenue	south side

Archer Avenue	and	S. Meade Avenue	NE
Archer Avenue	and	S. Mulligan Avenue	NE
Archer Avenue	and	S. Nashville Avenue	NE
Archer Avenue	and	S. Oak Park Avenue	NE
Archer Avenue	and	S. Nottingham Avenue	SW
W. 55th Street	and	S. Cicero Avenue	SE
W. 55th Street	and	S. Keating Avenue	SE
W. 55th Street	and	between S. Kolmar and S. Knox Avenues	SE
W. 55th Street	and	S. Kildare Avenue	NE
W. 55th Street	and	S. Pulaski Road	SE
W. 55th Street	and	S. Lawndale Avenue	SE
W. 59th Street	and	S. Springfield Avenue	NE
W. 59th Street	and	S. Pulaski Road	NE
S. Pulaski Road	and	W. 57th Street	SE
S. Pulaski Road	and	W. 55th Street	SE
S. Pulaski Road	and	W. 54th Street	NE & SE
S. Pulaski Road	and	W. 53rd Street	west side
S. Pulaski Road	and	S. Archer Avenue	SW
S. Pulaski Road	and	S. Archer Avenue	NE
S. Pulaski Road	and	W. 49th Street	NW
W. 63rd Street	and	S. Narragansett Avenue	SE
W. 63rd Street	and	S. Nottingham Avenue	SW
W. 63rd Street	and	S. Nashville Avenue	SW
W. 63rd Street	and	S. Natchez Avenue	SW
S. Narragansett	and	W. 63rd Street	NE
S. Narragansett	and	W. 56th Street	SE
S. Narragansett	and	Archer Avenue	SE

**Authority Granted for Establishment of C.T.A. Supervisor
Booth on S. Lake Park Av. and E. Hyde Park Blvd.**

The Committee on Local Transportation to which had been referred (on October 12, 1983) a proposed ordinance for establishment of a C.T.A. supervisor booth submitted a report recommending that the City Council pass said proposed ordinance transmitted therewith:

WHEREAS, The Chicago Transit Authority has determined by experience the necessity of stationing supervision at various locations to monitor bus operations; and

WHEREAS, The Chicago Transit Authority has determined by experience that booths for the convenience and protection of its supervisors are invaluable; and

WHEREAS, The Chicago Transit Authority has selected as a site a location where other means of shelter are inadequate; and

WHEREAS, The number of bus routes was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a supervisor booth at the following location within the public right-of-way of the City of Chicago is hereby approved:

<i>Street</i>	<i>at Intersection</i>	<i>Direction</i>	<i>Ward</i>
S. Lake Park Avenue	E. Hyde Park Boulevard	Northbound	4

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago's Department of Streets and Sanitation, Bureau of Streets, for work necessary to install and maintain the supervisor booth.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expenses associated with the installation, maintenance, removal or relocation of the supervisor booth.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance and removal of the supervisor booth.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the supervisor booth at its sole expense within ten (10) days when so ordered by the City of Chicago's Department of Streets and Sanitation.

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

On motion of Alderman Marzullo 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, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS.

Action Deferred--ON APPROVAL OF MAYOR'S APPOINTMENT OF MR. FRED RICE, JR. AS CHICAGO POLICE SUPERINTENDENT.

The Committee on Police, Fire and Municipal Institutions submitted the following report, which was, on motion of Alderman Majerczyk and Alderman Santiago, *Deferred*, and ordered published:

CHICAGO, October 18, 1983.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, having had under consideration a report recommending approval of passage of a proposed appointment of Fred Rice, Jr. as Police Superintendent of the City of Chicago upon request of Mayor Harold Washington, Section 11-5, begs leave to recommend that Your Honorable Body *Pass* the said proposed appointment which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MICHAEL SHEAHAN,
Chairman.

COMMITTEE ON STREETS AND ALLEYS.

Ordinances Passed for Grants of Privilege in Public Ways.

The Committee on Streets and Alleys, to which had been referred (June 28, September 28 and

October 12, 1983) fourteen proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Cullerton *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, Burke, Brady, Langford, Streeter, 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, Schultzer, Volini, Orr, Stone--46.

Nays--None.

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

The following are said ordinances as passed (the *Italic* heading in each case not being a part of the ordinance):

Grant to American National Bank, U/I Nos. 19181 and 19387

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank, Trust Nos. 19181 and 19387, upon the terms and subject to the conditions of this ordinance to construct, maintain and use three privileged uses of various public rights-of-way, specifically described as follows:

- 1) Subsurface Space: (Vaults) under West Madison Street and South LaSalle Street.

Under West Madison Street: Said vault is fourteen point sixteen (14.16) feet in width and one hundred forty-one point zero five (141.05) feet in length and fourteen (14) feet in depth.

Under South LaSalle Street: Said vault is sixteen point twenty-five (16.25) feet in width and two hundred four point fourteen (204.14) feet in depth.

- 2) Bay Window (1)

Said bay window shall have an average projection of two feet eight inches (2'8") from the building line and shall average approximately twenty (20) feet in length and shall begin at an elevation of approximately two hundred thirty-two (232) feet above sidewalk grade and will be on the South LaSalle Street side.

- 3) Cornices:

Said existing cornices have a maximum projection of two feet four inches (2'4") beyond property lines. Existing facade with projecting cornices shall be extended up to the fifty floor level and will be one hundred sixteen (116) feet in length along West Madison Street, one hundred ninety-four point seventy-five (194.75) feet in length along South LaSalle Street, and twenty-seven point thirty-three (27.33) feet in length along Arcade Street.

All of the above described privileges shall be adjacent and attached to the building commonly known as 10 South LaSalle Street and 165 West Madison Street. Authority for said privileges herein granted shall exist for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with

the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Thousand Four Hundred Thirty-two and no/100 Dollars (\$7,432.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$5,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
*Grant to American National Bank & Trust Co.,
U/T No. 46636.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank & Trust Company of Chicago, as Trustee U/T 46636, to construct, maintain and use vaulted sidewalk space adjacent to its property located at 185 N. Wabash Avenue. Said vaulted space shall exist under and along Wabash Avenue and Lake Street property line of 185 N. Wabash Avenue, described as follows:

Wabash Avenue-vaulted space shall run for a distance of one hundred twelve point two (112.2) feet, at a width of nineteen point five (19.5) feet, and at a depth of twelve (12) feet, excluding a total of four hundred sixty-eight (468) square feet that are occupied by Commonwealth Edison equipment.

Lake Street-vaulted space shall run for a total distance of one hundred thirty-nine point six (139.6) feet, at a width of twelve point two (12.2) feet, and at a depth of twelve (12) feet.

Said vaulted areas shall exist by authority herein granted for a period of five (5) years from and after the date of passage.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City

of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Three Hundred Seventy and no/100 Dollars (\$1,370.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$5,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit

authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Chicago Boiler Co.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Boiler Company, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story bridge over the alley located at the rear of 1965 Clybourn Avenue. Said bridge shall not exceed seven (7) feet in width, inside dimensions, and the lowest portion shall be not less than fourteen (14) feet above the surface of the public way at said location, and shall be used for the purpose of connecting the second floor of the building known as No. 1966 N. Maud Avenue with the corresponding floor of the building on N. Clybourn Avenue; for a period of five (5) years from and after November 17, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said, privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance, the first payment to be made as of November 17, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly public liability and property damage insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and

removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of the ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to R. R. Donnelley & Sons Co.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to R. R. Donnelley & Sons Company to maintain and use as now existing a one-story covered pedestrian bridge. Said bridge shall be approximately twelve (12) feet in width and approximately ten (10) feet in height and shall connect the Calumet Plant with the West plant building. The length that spans above and across S. Calumet Avenue shall be approximately sixty-six (66) feet and located at a point approximately one hundred fifty-seven (157) feet south of the south line of E. 21st Street with the lowest portion of said bridge to be not less than eighteen (18) feet above the street grade. Height and clearance destination is to be kept illuminated at all times. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after November 2, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of November 2, 1983 and each succeeding payment on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their

discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly public liability and property damage insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of the ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to 14 East Jackson, Inc.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to 14 East Jackson, Inc., a corporation, to maintain and use as now installed a conduit under and across the north-south eighteen-foot public alley east of S. State Street entering said public alley at a point thirty-seven (37) feet north of the north line of E. Jackson Boulevard, thence east and north entering the premises at Nos. 16 to 20 E. Jackson Boulevard fifty-three (53) feet north of the north line of E. Jackson Boulevard. Said conduit to be used for the transmission of steam and electricity to the above described premises and adjoining buildings. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after January 1, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Eighteen and no/100 Dollars (\$318.00) per annum, in advance, the first payment to be made as of January 1, 1984 and each succeeding payment on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to General Parking Corp.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to General Parking Corporation to maintain and use a portion of the public way located under the Columbus Drive extension. Said privilege shall front the Ogden Slip on the north, and East North Water Street on the south, for a total usage of eighteen thousand five hundred (18,500) square feet as shown on the attached map. Said occupation of space shall provide public parking operating in conjunction with the existing parking facility located at 201 East Illinois Street. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Nine Hundred Twenty and no/100 Dollars (\$5,920.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to General Parking Corp.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance to General Parking Corporation to construct, maintain and use a stair platform adjacent to Columbus Drive. Said stair platform shall be constructed on private property and shall provide pedestrian access to/from the private parking lot on ground level to elevated Columbus Drive. Said stair platform shall be located on the west side of Columbus Drive approximately seventy-eight (78) feet north of the Chicago River with an opening onto Columbus Drive of approximately four (4) feet six (6) inches. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance and each succeeding payment on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
*Grant to Harris Trust and Savings Bank, U/T
No. 7289.*

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

SECTION 1. Permission and authority are hereby given and granted to Harris Trust and Savings Bank, U/T 7289, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a covered bridge or passageway over W. Armitage Avenue at a point sixty-five (65) feet west of the west line of N. Mendell Street, one story in height and twenty (20) feet in width and the lowest portion thereof shall be not less than fifteen (15) feet above street grade at said location. Also, to maintain and use as now constructed a tunnel under W. Armitage Avenue at a point sixty-five (65) feet west of the west line of N. Mendell Street, eighteen (18) feet in width and six feet (6) two (2) inches in depth, inside dimensions; for a period of five (5) years from and after November 23, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred and no/100 Dollars (\$700.00) per annum, in advance, the first payment to be made as of November 23, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair, and demolition of said bridge. The structures constituting the bridge shall comply with all City code and building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly public liability and property damage insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred and twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of the ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Israel Feldmen.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to Israel Feldmen to maintain and use a hydraulic dock plate

used for loading of materials. Said dock plate shall be located in the public alley in the rear of the premises known as No. 1650 W. Irving Park Road. The above described uses of the public right of way shall exist by authority herein granted for a period of five years from and after October 20, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of October 20, 1983 and each succeeding payment on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance,

Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of the ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Loyola University.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to Loyola University to install, maintain and use a three (3) inch telephone cable at a minimum depth of thirty (30) inches below grade. Said telephone cable shall start at a point two hundred and eighty-seven (287) feet east of North Winthrop Avenue and shall run easterly along W. Loyola Avenue for a distance of two hundred and ten (210) feet servicing the building commonly known as 1030 W. Loyola Avenue with the building commonly known as 1000 W. Loyola Avenue. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Sixty and no/100 Dollars (\$360.00) per annum, in advance, the first payment to be made as of date of passage of this ordinance and each succeeding payment

on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$500,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to The Lurie Co.

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

SECTION 1. Permission and authority are hereby given and granted to The Lurie Company, upon the terms and subject to the conditions of this ordinance, to maintain and use a subsurface vault for storage. Dimensions of said vault are approximately seventy-eight (78) feet in length, outside dimensions, nine (9) feet in width, outside dimensions and fifteen (15) feet in depth. Said vault is under the eighteen (18) foot public east-west alley south of W. Washington Street known as W. Calhoun Place, in rear of the building located at the southeast corner of N. LaSalle Street and W. Washington Street; for a period of five (5) years from and after December 19, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Six Hundred Eighty-five and no/100 Dollars (\$1,685.00) per annum, in advance, the first payment to be made as of December 19, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures

or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to McDonald's Corp.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance to McDonald's Corporation, a Delaware corporation, to maintain and use as now constructed three (3) vaults used for storage. The dimensions and locations of said vaults are as follows:

Under S. State Street: The sub-surface vault is approximately forty-one (41) feet in length, twenty (20) feet in width or approximately eight hundred twenty (820) square feet of space. Said vault is located under the westerly side of S. State Street, beginning at a point

approximately one hundred twenty-three (123) feet north of the north line of W. Jackson Boulevard and proceeding in a northerly direction a distance of approximately forty-one (41) feet, terminating at a point adjacent to the south line of Quincy Street.

Under Quincy Street, Vault No. 1: Sub-surface vault is approximately twenty-seven point five (27.5) feet in length, eleven (11) feet in width, or approximately three hundred two point five (302.5) square feet of space. Said vault is located under the southerly side of Quincy Street, beginning at the west property line of S. State Street, proceeds in a westerly direction a distance of approximately twenty-seven (27) feet, terminating at a point approximately two hundred seventy (270) feet east of the east property line of S. Dearborn Street.

Under Quincy Street, Vault No. 2: Sub-surface vault is approximately forty-six (46) feet in length, eleven (11) feet in width, or approximately five hundred six (506) square feet of space. Said vault is located under the southerly side of Quincy Street, beginning at a point approximately two hundred (200) feet east of the east line of S. Dearborn Street, and proceeds in an easterly direction a distance of approximately forty-six (46) feet, terminating at a point approximately fifty-one (51) feet west of the west line of S. State Street.

Total area of all subsurface vaults used is approximately sixteen hundred twenty-eight point five (1628.5) square feet. Said sub-surface space is adjacent to the building commonly known as No. 230 S. State Street. The above mentioned uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after December 20, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred Fifty-one and no/100 Dollars (\$1,251.00) per annum, in advance, the first payment to be made as of December 20, 1983 and each succeeding payment on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Rush-Presbyterian St. Luke's Medical Center.

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

SECTION 1. Permission and authority are hereby given and granted to Rush-Presbyterian St. Luke's Medical Center, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed two (2) covered pedestrian bridges. Bridge No. 1 is two stories and spans over and across the sixty-six (66) foot public right-of-way of S. Paulina Street, with a street

clearance of not less than approximately twenty-three (23) feet above street grade. Said bridge is approximately eleven (11) feet in width and sixty-six (66) feet in length and connects the fourth and fifth floors of the Rush Medical College located at 600 S. Paulina Street. Bridge No. 2 is one-story and spans over and across the sixty-six (66) foot public right-of-way of W. Harrison Street, with a street clearance of not less than twenty (20) feet above street grade. Said bridge is approximately sixteen (16) feet in width and sixty-six (66) feet in length and connects the parking structure with the Rush-Presbyterian St. Luke's Medical Center patient care facility at 1725 W. Harrison Street. Authority herein granted for a period of five (5) years from after October 20, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance, the first payment to be made as of October 20, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than

\$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to University of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to The University of Chicago to construct, maintain and use a pedestrian bridge over East 57th Street. Said bridge shall be one story and shall span over and across the sixty-six (66) foot public right of way at a street clearance of not less than seventeen (17) feet three (3) inches above street grade. Said bridge shall be approximately eighty-five (85) feet three (3) inches in length and twelve (12) feet six (6) inches in width and six (6) feet nine (9) inches in height. Said bridge is to connect the existing Research Institute Building north of 57th Street to the to-be-constructed Physics Teaching Center on the south side of 57th Street which will be commonly known as No. 931 E. 57th Street. The above described uses of the public right of way shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance, the first payment to be made as of date of passage of this ordinance and each succeeding payment on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit

authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Orders Passed for Grants of Privilege in Public Ways (Canopies).

The Committee on Streets and Alleys to which had been referred on July 6, September 28, and October 12, 1983, twenty proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

On separate motions made by Alderman Cullerton *each* of the said proposed orders was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

Said orders, as passed, read respectively as follows (the *Italic* heading in each case not being a part of the order):

Grant to Allure, Le Salon, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Allure, Le Salon, Inc. to construct, maintain and use a canopy over the public right of way in N. State Parkway attached to the building or structure located at No. 1203 N. State Parkway for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to American National Bank, U/T No. 55305: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to American National Bank, U/T 55305 to maintain and use an existing canopy over the public right of way in W. Aldine Avenue attached to the building or structure located at No. 641 W. Aldine Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Beautiful Zion M. B. Church: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Beautiful Zion M.B. Church to maintain and use an existing canopy over the public right of way in W. 64th Street attached to the building or structure located at No. 1406 W. 64th Street for a period of three (3) years from and after September 22, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Berger Realty Group, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Berger Realty Group, Inc. to maintain and use a canopy over the public right of way in E. Oak Street attached to the building or structure located at No. 40 E. Oak Street for a period of three (3) years from and after January 3, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 18 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Chicago Studio City: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Chicago Studio City to maintain and use an existing canopy over the public right of way in W. Washington Boulevard attached to the building or structure located at No. 1058 W. Washington Boulevard for a period of three (3) years from and after May 4, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty

and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Dei Giovanni: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Dei Giovanni to construct, maintain and use a canopy over the public right of way in N. State Street attached to the building or structure located at No. 1205 N. State Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Del-Mich Associates: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Del-Mich Associates to maintain and use an existing canopy over the public right of way in E. Delaware Place attached to the building or structure located at No. 128 East Delaware Place for a period of three (3) years from and after October 31, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Joseph Gies: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Joseph Gies to maintain and use three (3) canopies over the public right of way in N. Southport Avenue attached to the building or structure located at No. 3345 N. Southport Avenue for a period of three (3) years from and after September 28, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 5, 5, and 5 feet respectively in length, nor 3, 3, and 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

*Grant to Good Life Entertainment, Inc., d/b/a
P. S. Chicago: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Good Life

Entertainment, Inc., d/b/a P. S. Chicago to maintain and use a canopy over the public right of way in W. Division Street attached to the building or structure located at Nos. 2-8 W. Division Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 52 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-seven and no/100 Dollars (\$77.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Grant to Greenstreet, Inc. d/b/a
She-nannigans: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Greenstreet, Inc. d/b/a She-nannigans to maintain and use a canopy over the public right of way in W. Division Street attached to the building or structure located at No. 16 W. Division Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 35 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Sixty and no/100 Dollars (\$60.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Grant to Herman's World of Sporting Goods/
a Grace Co: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Herman's World of Sporting Goods/a Grace Co. to construct, maintain and use a canopy over the public right of way in E. Chicago Avenue attached to the building or structure located at No. 111 East Chicago Avenue for a period of three (3) years from and after August 1, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Jerry Miakush Flowers by Irena: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Jerry Miakush Flowers by Irena to construct, maintain and use a canopy over the public right of way in N. Western Avenue attached to the building or structure located at No. 939 N. Western Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty

and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Thomas and Kathryn Kuzniar: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Thomas and Kathryn Kuzniar to construct, maintain and use a canopy over the public right of way in N. Pulaski Road attached to the building or structure located at No. 4930 N. Pulaski Road for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 77 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Two and no/100 Dollars (\$102.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Kazkav, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Kazkav, Inc. to construct, maintain and use a canopy over the public right of way in N. Claremont Avenue attached to the building or structure located at No. 6405 N. Claremont Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to The Lodge Tavern, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Lodge Tavern, Inc. to maintain and use a canopy over the public right of way in W. Division Street attached to the building or structure located at No. 21 W. Division Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Managco, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Managco, Inc. to

maintain and use an existing canopy over the public right of way in N. Winthrop Avenue attached to the building or structure located at No. 5042 N. Winthrop Avenue for a period of three (3) years from and after May 4, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to North Star Inn Corp.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to North Star Inn Corp. to maintain and use a canopy over the public right of way in W. Division Street attached to the building or structure located at No. 15 W. Division Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 4 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Six Happiness, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Six Happiness, Inc. to maintain and use an existing canopy over the public right of way in N. Broadway attached to the building or structure located at No. 4829 N. Broadway for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to 1200 Condominium Assn.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 1200 Condominium Association to maintain and use an existing canopy over the public right of way in N. Lake Shore Drive attached to the building or structure located at No. 1200 N. Lake Shore Drive for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to The University of Chicago: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The University of Chicago to maintain and use an existing canopy over the public right of way in E. 60th Street attached to the building or structure located at Nos. 1541-1553 E. 60th Street for a period of three (3) years from and after December 22, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 17 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

**Amendment of Ordinance Granting Permission to 1030
North Avenue Building Corp. to Maintain and Use
Switch Track.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith (which was referred to the committee on September 28, 1983):

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

SECTION 1. That the ordinance passed by the City Council June 30, 1982, appearing on pages 11267-68 of the Journal of the Proceedings of the City Council of said date, granting permission to 1030 North Avenue Building Corporation to maintain and use switch track located at N. Kingsbury and North Avenue be and the same is hereby amended by striking out of Section 1 the following language:

"1030 North Avenue Building Corporation"

and inserting in lieu thereof:

"1030 North Avenue Building Partnership,
an Illinois General Partnership".

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

**Authority Granted for Vacation of Remaining North-South Alley
Bounded by E. 44th St., E. 45th St., S. State St.
and S. Wabash Av.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass

a proposed ordinance (which was drafted in compliance with an order passed on September 15, 1983, C.J.P. p. 12411).

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 20-foot public alley lying west of the west line of Lots 2, 3, 4, and 5; lying east of the east line of Lots 6, 7, 8, and 9; lying south of and adjoining the south line of the north 16 feet of the south 26 feet of Lot 9 extended east 20 feet; and lying north of a line drawn from the southwest corner of Lot 5 to the southeast corner of Lot 6 all in Block 2 in Hoxie's Subdivision of the south 263.18 feet of the north 1250.54 feet of the west 886.24 feet of the W. 1/2 of the S.W. 1/2 of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian;

also

all that part of the "Open Alley" as opened by the Board of Education recorded May 16, 1963, as Document No. 18798414 and described as follows: The west 10 feet of Lot 3, together with the west 10 feet of that part of Lot 2, lying south of the south line of the north 16 feet of the south 26 feet of Lot 9 extended east all in Block 2 in Hoxie's Subdivision aforementioned; said part of public alley herein vacated being further described as all of the remaining north-south public alley in the Block bounded by E. 44th Street, E. 45th Street, S. State Street, and S. Wabash Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Church of the Living God, CWFF, Temple No. 78, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Four Thousand Three Hundred and no/100 Dollars (\$4,300.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days of the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of public alley hereby vacated, similar to the sidewalk and curb in E. 45th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Church of the Living God, CWFF, Temple No. 78, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois,

a certified copy of this ordinance.

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

**Supt. of Maps Directed to Approve
Plat of Subdivision.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith for approval of a plat of subdivision (which was referred to the committee on August 10, 1983):

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of "Hartz's Subdivision" having a frontage of 770.67 feet on W. 103rd Street and 706.0 feet on S. Pulaski Road and providing for the dedication of W. 102nd Street, W. 102nd Place, S. Harding Avenue, and S. Springfield Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 11-19-83-843).

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

On motion of Alderman Cullerton 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, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

**Permit Issued to Set Back Curb, Etc. on Portion
of S. LaSalle St.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on August 31, 1983):

WHEREAS, The Department of Economic Development (the "DED") was established on the 10th day of February, 1982 by ordinance of the City Council of the City of Chicago (the "City"); 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, Year Eight Community Development Block Grant Funds are available to the City of Chicago under the Industrial Street Program to improve local streets in industrial areas; and

WHEREAS, The City of Chicago has agreed to commit Year Eight Community Development Block Grant Funds to resurface LaSalle Street from Garfield Boulevard to 57th Street and 57th Street from Wentworth Avenue to the Chicago Rock Island and Pacific Railroad tracks to complement the recent relocation and expansion of Arrow Services Company to 5659 South LaSalle Street; and

WHEREAS, The Department of Streets and Sanitation of the City of Chicago will supervise this construction; now, therefore,

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

SECTION 1. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permit to set back the curb on the west side of South LaSalle Street, 62 feet north of the north R.O.W. line of West 57th Street. The curb cut is 110 feet long and 10 feet wide with 15 foot radii at both ends.

The widened pavement shall consist of a 9 inch P.C.C. base course with 1½-inch binder and 1½-inch bituminous surface courses. A depressed curb will front the widening to facilitate drainage while the limits of the paved surface will be bounded by Type 4 Concrete Curb and the back of the widening will be an 8-foot P.C.C. Sidewalk abutting the new curb.

This curb cut and street widening are necessary to aid truck turning into the Arrow Services facility at 5659 South LaSalle Street.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after its passage.

On motion of Alderman Cullerton 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, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

**Authority Granted to Allow Special Sidewalk Line, Etc. in Area
of W. Madison St. and N. Albany Av.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on September 28, 1983):

WHEREAS, The Department of Housing's Plan for West Madison Street and North Albany Avenue provides for new curbs, sidewalks and parkways in this area; and

WHEREAS, This new site work is an alteration of the type stated in the City Code; now, therefore,

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

SECTION 1. That the new site work on the north side of West Madison Street and the intersection of West Albany Avenue and extending westward approximately 300 feet and eastward approximately 140 feet from this intersection shall consist of new curb work with an 8-foot walk adjacent to it and a 6-foot planting strip adjacent to the new sidewalk and the property line.

SECTION 2. That the new site work on the south side of West Madison Street at the intersection of West Albany Avenue and extending westward approximately 565 feet from this intersection shall consist of new curb work with an 8-foot walk adjacent to it and a 6-foot planting strip adjacent to the new sidewalk and the property line.

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

On motion of Alderman Cullerton 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, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

**Authority Granted for Installation and Maintenance of
Planters at Specified Location.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on September 28, 1983):

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

SECTION 1. That the Commissioner of the Department of Streets and Sanitation is hereby authorized to issue the necessary permits for the maintenance and installation of planters as per plan hereby attached to Gregg Builders located at 111 N. Canal Street subject to the following conditions:

1. Property owners agree to maintain said landscaping and appurtenances to the satisfaction of the Commissioner of Streets and Sanitation and to correct any deficiencies immediately upon request.
2. The property owner further agrees to accept and hold the City harmless from any and all liabilities which may arise relative to any portion or function of this installation.
3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation by the property owner under the authorization requested herein. The property owner further agrees that it will not hold liable the City of Chicago or any utility company for or in account of any loss or damage to property, facilities or appurtenances owned by it or controlled by the property owner or for account of any loss or damage sustained by the property owner as a result of injuries to employees, agents or tenants of the property owner.
4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or account of any act or thing done or suffered or omitted to be done under the permission of such grant.
5. When so requested, the property owner must execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Streets and Sanitation with sureties to be approved by the City of Chicago.

6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Code of the City of Chicago.
7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Streets and Sanitation at any time, without the consent of the property owner.
8. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

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

On motion of Alderman Cullerton 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, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

**Consideration Given to Installation of Pedestrian Benches
at Specified Locations.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 26, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, which had an order referred on August 10, 1983, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith for the placement and installation of "Pedestrian Benches" which are a community project (Economic Development Beautification Project Grant) and will not be used for the purpose of advertising, at the following sites:

Jefferson Park Medical Center
No. 4811 N. Milwaukee Avenue;

Jefferson Restaurant
No. 4783 N. Milwaukee Avenue;

Ideal Pastry &
(in between)
Mary's Hallmark Shop
No. 4765 N. Milwaukee Avenue;

Prime Retail and Wholesale
No. 4766 N. Milwaukee Avenue (45th Ward).

This recommendation was concurred in by 10 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton the said proposed substitute order which was transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

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 Streets and Sanitation is hereby authorized and directed to give consideration to the placement and installation of "Pedestrian Benches" which are a community project (Economic Development Beautification Project Grant) and will not be used for the purpose of advertising, at the following sites:

Jefferson Park Medical Center
No. 4811 N. Milwaukee Avenue;

Jefferson Restaurant
No. 4783 N. Milwaukee Avenue;

Ideal Pastry &
(in between)
Mary's Hallmark Shop
No. 4765 N. Milwaukee Avenue;

Prime Retail and Wholesale
No. 4766 N. Milwaukee Avenue.

**Approval Given to Designation of Specified Area
as "Cul de Sac."**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 26, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on October 12, 1983) that the Commissioner of Streets and Sanitation is hereby authorized and directed to designate the area in front of the premises located on E. 50th Place west of S. St. Lawrence Avenue as a "Cul de Sac".

This recommendation was concurred in by 10 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton the said proposed order which was transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

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 Streets and Sanitation is hereby authorized and directed to designate the area in front of the premises located on E. 50th Place west of S. St. Lawrence Avenue as a "Cul De Sac".

**Authority Granted for Street Name Change
on Portion of E. 100th St.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 26, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 28, 1983) to rename E. 100th Street between S. Ewing Avenue and S. Avenue L to "James Fitzgibbons Drive." (10th Ward)

This recommendation was concurred in by 10 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON
Chairman.

On motion of Alderman Cullerton the said proposed order which was transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

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 Public Works is hereby authorized and directed to give consideration to renaming E. 100th Street between S. Ewing Avenue and S. Avenue L to "James Fitzgibbons Drive."

**Commissioner of Public Works Directed to Institute
Proceedings for Widening of Improved Roadway
On S. Harding Avenue.**

The Committee on Streets and Alleys submitted a proposed order which had been referred September 28, 1983 recommending that the City Council pass the following proposed order transmitted herewith:

Ordered, That the Commissioner of Public Works is hereby directed to institute the necessary proceedings for the widening of the existing improved roadway in S. Harding Avenue to an eighteen (18) foot roadway (proposed widening 3.7 feet) from the south line of W. 51st Street to the north line of W. 53rd Street to the west.

On motion of Alderman Cullerton 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, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

JOINT COMMITTEE ON CABLE TELEVISION, ECONOMIC DEVELOPMENT,
AND CULTURAL DEVELOPMENT AND HISTORICAL LANDMARK
PRESERVATION.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
EXECUTION OF REDEVELOPMENT AGREEMENT ON BEHALF OF
CITY WITH CHICAGO FILM AND VIDEO STUDIO
FOUNDATION.

The Joint Committee on Cable Television, Economic Development, and Cultural Development and Historical Landmark Preservation submitted the following report, which was, on motion of Aldermen Vrdolyak and Mell, *Deferred* and ordered published:

CHICAGO, October 31, 1983.

To the President and Members of the City Council:

Your Committee on Cable Television, Economic Development, and Cultural Development and Historical Landmark Preservation, having had under consideration a proposed ordinance (which was referred on July 13, 1983) giving consideration to a proposed ordinance authorizing the Commissioner of the Department of Economic Development to execute a Redevelopment Agreement on behalf of the City of Chicago with the Chicago Film and Video Studio Foundation, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman,
Committee on Cable Television.

(Signed) GERALD M. McLAUGHLIN,
Chairman,
Committee on Cultural Development
and Historical Landmark Preservation.

(Signed) BERNARD J. HANSEN,
Chairman,
Committee on Economical Development.

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

Whereas, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development, has proposed a redevelopment plan to be coordinated by the Chicago Film and Video Studio Foundation (the "Foundation") involving the improvement and expansion of an existing film studio/sound stage complex located at 700-750 South Desplaines Avenue, Chicago, Illinois, and the redevelopment of surrounding property for use in connection with the film studio/sound stage complex and for use by commercial and noncommercial activities related thereto; and

Whereas, The redevelopment plan has been set forth in a redevelopment agreement, which agreement obligates the City of Chicago to assist the Foundation in the acquisition of the Redevelopment Parcels described below and which agreement obligates the Foundation to improve and expand the existing film studio/sound stage complex and to prepare the Redevelopment Parcels for uses and activities incidental or related thereto; and

Whereas, The expenditure by the City of Chicago, through the Department of Economic Development, is in accordance with the Chicago Plan for Economic Development, as approved by the United States Department of Commerce, and the Economic Development Administration of the United States Department of Commerce has granted funds for use in accordance with the Chicago Plan for Economic Development for the expansion and development of industry within the City of Chicago; and

Whereas, The redevelopment plan is expected to produce increases in employment and it is the intention of the Foundation to use its best efforts to effect increases in employment at the redevelopment plan location, which employment is expected to reach four hundred in the near future; 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 for and on behalf of the City of Chicago, upon approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate the City of Chicago, through the Department of Economic Development, to assist the Foundation in the acquisition of two parcels of land (the "Redevelopment Parcels"), located at 700-750 South Desplaines Avenue and 601 West Polk Street in the City of Chicago, and legally described as follows:

Parcel located at 700-750 South Desplaines Avenue, Chicago, Illinois ("Parcel 1"):

Lots 1, 2, 3 and 4 in the Resubdivision of Lots 32, 33 and 34, except the following described tract. Beginning at the Southwest corner of Lot 34; thence East 38 feet, thence North 60 feet, thence West 24 feet; thence North 60 feet, thence West 14 feet, thence South to beginning, in S.W. Rawson's Subdivision of Block 17, School Section Addition to Chicago;

Also

The Private Alley and the Private Court shown on the plat of the Resubdivision of part of Lots 32, 33 and 34 in Rawson's Subdivision of Block 17 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, lying West and South of Lots 1 and 2 in said Resubdivision of part of Lots 32, 33 and 34 aforesaid and described as follows:

Commencing at the Northwest corner of Lot 4 in the Resubdivision of part of Lots 32, 33 and 34 aforesaid running thence East 19.50 feet to a point; thence North 16 feet to the South line of said Sub-Lot 2 in said Resubdivision; thence West along the South line of said Sub-Lot 2, 39.50 feet to the Southwest corner of said Lot 2; thence North 40 feet to the North line of said Lot 1 in said Resubdivision; thence West along the North line of said Lot 1 extended 4 feet to a point; thence South on a line parallel with the East line of said Lots 1 and 2, 60 feet to a point; thence East 24 feet to a point; thence North 4 feet to the place of beginning;

Also

The West 12 feet of the South 60 feet of Lot 33 and all of Lot 34 (except the East 12 feet of the North 60 feet thereof), and, all of Lots 35 and 36 in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

The East 13.74 feet of Lot 27-A in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 28 to 31 inclusive, (except the East 20 feet thereof, taken for widening of Desplaines Street), in S.W. Rawson's Subdivision of Block 17, in School Section Addition to Chicago;

Also

That part of vacated W. Lexington Street lying between the West line of S. Desplaines Street as widened and the East line of the South Route Super Highway;

Also

The North and South 16-foot vacated alley and the East and West 16-foot vacated alley in the Block bounded on the North by W. Lexington Street, and on the South by W. Polk Street, on the East by the West line of S. Desplaines Street as widened and on the West by the East line of the South Route Super Highway;

Also

Lots 1 to 5 inclusive (except the East 20 feet thereof taken for widening of Desplaines Street), and Lot 5-A, (except the West 6.62 feet thereof) in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 46, 47, 48, 49 and 50 and the West 5 feet of Lot 51 all in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

That part of the South half of vacated W. Vernon Park Place lying North of and adjoining the North line of Lots 46 to 51 both inclusive, which is bounded on the East by the West line of the East 20 feet of said Lot 51 produced North 30 feet and on the West by the West line of said Lot 46 produced North 30 feet all in J.W. Hedenberg's Subdivision of Block 18 in said School Section Addition to Chicago;

Also

All of the vacated North and South 16-foot alley lying West of and adjoining the West line of Lots 1 to 5 and East of and adjoining the East line of Lot 5-A and lying South of the North line of said Lot 5-A produced East 16 feet;

Also

That part of the vacated East and West 16-foot alley lying North of and adjoining the North line of said Lot 5-A (except the West 6.62 feet thereof), and North of the North line of said Lot 5-A produced East 16 feet, in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago and lying South of and adjoining the South line of Lot 46 and 47 in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago.

Parcel located at 601 West Polk Street, Chicago, Illinois ("Parcel II"):

All that part of Block 33 in School Section Addition to Chicago bounded as follows: On the North by the South line of W. Polk Street, on the East by the West line of S. Jefferson Street, on the South by the North line of W. Cabrini Street (formerly W. Gilpin Street) and on the West by the East line of S. Desplaines Street, being all of original Lots 1 to 7 inclusive and original Lots 10 to 14 inclusive and Sub-Lots 1 to 4 inclusive in the subdivision of original Lots 8 and 9 all in Block 33 aforesaid (except those parts taken for street purposes), in Cook County, Illinois,

and which will obligate the Foundation to improve and expand the existing film studio/sound stage complex and to prepare the Redevelopment Parcels for uses and activities incidental or related thereto, said Redevelopment Agreement being in substantially the following form:

This Redevelopment Agreement (this "Agreement") is made on or as of the _____ day of _____, 1983, between (i) the City of Chicago (the "City"), by and through the Department of Economic Development (the "DED") of the City of Chicago, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois and (ii) Chicago Film and Video Studio Foundation, an Illinois not for profit corporation (the "Foundation"), having its office at 307 North Michigan Avenue, Chicago, Illinois.

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 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 \$7,000,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED, pursuant to the Chicago Plan for Economic Development, has proposed a redevelopment plan to be coordinated by the Foundation involving the improvement and expansion of an existing film studio/sound stage complex located at 700-750 South Desplaines Avenue, Chicago, Illinois, and the redevelopment of surrounding property for use in connection with the film studio/sound stage complex and for use by commercial and noncommercial activities related thereto; and

Whereas, it is the intention of the City to assist the Foundation in said redevelopment plan by making funds available to assist in the acquisition and rehabilitation of certain property for such film studio/sound stage complex and activities incidental or related thereto, which assistance will require an expenditure by the DED in the amount of \$860,000; and

Whereas, the City and RAH Producers Center Inc., an Illinois corporation ("RAH"), have entered into a Co-operative Redevelopment Agreement which obligates RAH, as holder of contractual rights to purchase the real property described in Exhibit I to this Agreement, to assist in the acquisition of said real property by, and the conveyance of good and merchantable title to said real property to, the Foundation's affiliate or a joint venture between RAH and the Foundation, for the sum of \$1,000,000, to be paid from approximately \$445,096 to be received by the Foundation from the City, through the DED, and from approximately \$554,904 to be received from other sources; and

Whereas, the City and William Levy-Rudolph Tessler, an Illinois partnership ("Levy-Tessler"), have entered into a Co-operative Redevelopment Agreement which obligates Levy-Tessler to execute any and all documents necessary in order to convey to the Foundation good and merchantable title to the real property described in Exhibit II to this Agreement, for the sum of \$1,000,000, to be paid from approximately \$414,904 to be received by the Foundation from the City, through the DED, and approximately \$585,096 to be received from other sources; 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, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

Section I: The Grant

Subject to the satisfaction or waiver by the City of the conditions specified in Section III below, the City hereby agrees, in consideration of the Foundation's execution of this Agreement and its agreement to be bound by its terms and obligations, to pay the sum of Eight Hundred Sixty

Thousand Dollars (\$860,000.00) (said Eight Hundred Sixty Thousand Dollar sum, when paid, or released from escrow, to the Foundation, is hereinafter referred to as the "Grant", and the date when said sum is so paid or released is hereinafter referred to as the "Grant Date") to the Foundation to assist the Foundation in the accomplishment of the Redevelopment Plan set forth in Section II of this Agreement. If the conditions specified in Section III below have been satisfied by the Foundation or waived by the City on or prior to the execution of this Agreement, the City agrees to cause said sum of Eight Hundred Sixty Thousand Dollars to be paid to the Foundation within ten days of the execution of this Agreement.

If the conditions specified in Section III below have not been satisfied by the Foundation or waived by the City on or prior to the execution of this Agreement, the City agrees to cause said sum of Eight Hundred Sixty Thousand Dollars to be deposited in an escrow account with a banking institution (to be selected jointly by the City and the Foundation and to be located within the City of Chicago, Illinois) within ten calendar days of the execution of this Agreement with substantially the following irrevocable instructions regarding the holding and disposition of said funds:

1. Any cash held by said bank pursuant to the provisions of this Section I (i) need not be segregated and (ii) shall not bear interest.

2. Said bank shall hold the Eight Hundred Sixty Thousand Dollar sum deposited by the City pursuant to this Section I until the receipt by said bank of a certificate of the City, executed by the Commissioner of the DED, acknowledging satisfaction by the Foundation of the conditions specified in Section III of this Agreement and directing said bank to release the Eight Hundred Sixty Thousand Dollar Sum to the Foundation within two days of the receipt by said bank of said certificate. If the City shall not have received satisfactory evidence of the satisfaction of the conditions specified in Section III of this Agreement on or prior to the date occurring one hundred thirty (130) days from the execution of this Agreement, and consequently shall not have delivered the certificate specified in the preceding sentence to the bank on or before the date occurring one hundred forty-five (145) days from the execution of this Agreement, said bank shall return the Eight Hundred Sixty Thousand Dollar sum to the City.

If, pursuant to the foregoing instructions, the Eight Hundred Sixty Thousand Dollar sum shall be returned to the City, all obligations of the parties hereto under this Agreement shall cease and neither party shall have any further responsibility or liability hereunder.

Section II: The Redevelopment Plan

The Foundation agrees to use the Grant provided by the City pursuant to Section I of this Agreement to redevelop or to cause to be redeveloped Parcels I and II (as described in Exhibits I and II hereto, respectively; collectively, Parcels I and II are referred to herein as the "Redevelopment Parcels") for uses related to film and video production, such uses to include, but not be limited to, sound stage and studio facilities, office and common facilities, ancillary service and support businesses and compatible film production companies. Said redevelopment efforts will involve (i) the construction, in cooperation with RAH, of a sound stage facility within one of the existing buildings on Parcel I, said

sound stage to have approximate dimensions of 110 feet by 110 feet, (ii) the acquisition of Parcel I, said acquisition to be completed within thirty-six months of the Grant Date, and (iii) the acquisition of Parcel II from Levy-Tessler, the record owners of Parcel II, said acquisition to be completed within twelve months of the Grant Date. Said redevelopment efforts are hereinafter referred to as the "Redevelopment Plan". Any plans and specifications for the renovation or rehabilitation of the Redevelopment Parcels shall be in conformity with all applicable State and local laws and regulations. The Redevelopment Parcels shall be used in accordance with applicable zoning laws.

Section III: Conditions

The City's obligation to authorize and direct the release of the Grant to the Foundation pursuant to this Agreement shall be subject to the satisfaction or waiver of the following conditions:

1. Satisfactory evidence of an agreement between the Foundation or an affiliate of the Foundation and RAH providing for:

(a) the construction of a sound stage facility (having approximate dimensions of 110 feet by 110 feet) on Parcel I, to be commenced within six months, and completed within eighteen months of the execution of said agreement; and

(b) the acquisition of Parcel I, to be completed within thirty-six months of the execution of said agreement; and

2. Satisfactory evidence of an agreement between the Foundation or another entity and Levy-Tessler providing for the acquisition by the Foundation or another entity of Parcel II; provided that if an entity other than the Foundation shall acquire title to Parcel II in its name pursuant to the agreement referred to in this paragraph 2, said entity shall specifically agree in said agreement to cooperate with the redevelopment of Parcel II for uses related to film and video production as set forth in Section II of this Agreement.

The City agrees that (i) a signed agreement (which shall be contractual in nature, but which may take the form of a joint venture agreement or a partnership agreement) between the Foundation or an affiliate of the Foundation and RAH containing, among other things, provisions covering subparagraphs (a) and (b) of condition 1 of this Section shall be deemed satisfactory and sufficient evidence of the satisfaction of condition 1 and (ii) a signed agreement between the Foundation or another entity and Levy-Tessler containing, among other things, provisions covering condition 2 and, in the case of an agreement between another entity and Levy-Tessler, the proviso of condition 2 of this Section shall be deemed satisfactory and sufficient evidence of the satisfaction of condition 2. The City agrees that it shall deliver the certificate called for by Instruction No. 2 of Section I of this Agreement within ten calendar days of the mailing (by registered mail, return receipt requested) by the Foundation to the Commissioner of the DED, 20 North Clark Street, 28th Floor, Chicago, Illinois 60603, of satisfactory evidence of the satisfaction of the conditions of this Section III.)

Section IV: Financing

The Foundation anticipates that the Redevelopment Plan as set forth in Section II of this Agreement will involve expenditures of approximately \$2,450,000, of which \$450,000 will be required for the construction of the sound stage, \$1,000,000 for the acquisition of Parcel I and \$1,000,000 for the acquisition of Parcel II. The Foundation believes that adequate sources of financing are available, including loans, lease financing and the indicated availability of purchase money mortgages in connection with proposed property acquisitions, to enable completion of the proposed Redevelopment Plan. The Foundation hereby undertakes to use its best efforts to obtain, or assist other entities to obtain, necessary financing to complete the Redevelopment Plan described in Section II of this Agreement.

Section V: Time for Commencement and Completion of Redevelopment Plan

The Redevelopment Plan described in Section II of this Agreement shall proceed according to the following schedule: (i) the construction of the sound stage facility shall be commenced within six months of the Grant Date and completed within eighteen months of the Grant Date; (ii) the acquisition of Parcel I shall have been completed within thirty-six months of the Grant Date; and (iii) the acquisition of Parcel II shall have been completed within twelve months of the Grant Date. Subject to the force majeure provisions of Section X hereof, the Foundation agrees, for itself and its successors and assigns, to begin promptly and to complete diligently the Redevelopment Plan described in Section II hereof and further agrees that any construction and preparations for property acquisition shall commence and be completed within the time periods specified in this Section. It is understood, 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 the Foundation 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 sound stage and the acquisition of Parcels I and II as provided in Section II of this Agreement, the City will furnish the Foundation with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of the satisfaction and termination of the covenants in this Agreement with respect to the obligations of the Foundation, its affiliates and their respective successors and assigns to complete the Redevelopment Plan 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 foregoing certification, the City shall, within thirty (30) days after written request by the Foundation, provide the Foundation with a written statement indicating in adequate detail how the Foundation has failed to complete the Redevelopment Plan as set forth in Section II of this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for the Foundation to take or perform in order to obtain the certification (subject to the provisions of Section XI hereto).

Section VIII: Restriction on Use

The Foundation agrees, for itself and its successors and assigns, that while it and its successors and assigns shall have an interest in the Redevelopment Parcels, 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 Parcels 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 Parcels in accordance with administrative or legal proceedings applicable thereto.

Section IX: Mortgagees not Obligated to Construct

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage on the Redevelopment Parcels (including any holder who obtains title to the Redevelopment Parcels or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other person or entity who thereafter obtains title to the Redevelopment Parcels or a portion or portions thereof 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 complete the Redevelopment Plan set forth in Section II or to guarantee such completion; nor shall any covenant or any other provision be construed so to 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 Parcels 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 X: Force Majeure

Neither the City nor the Foundation nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Redevelopment Parcels for redevelopment, or the commencement or completion of the Redevelopment Plan in the event of any delay in the performance of either party's obligations due to causes beyond such party's control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of such delay, as determined jointly by the City and the Foundation.

Section XI: Remedies

(a) Except as otherwise provided in this Agreement, in the event of any breach of, or default under, this Agreement or any of its terms or provisions by either party hereto, or any successor to such party, such breaching party (or its successor) shall, following written notice from the

aggrieved party of the occurrence of the breach or default proceed immediately to cure or remedy such breach or default, and, in any event, shall have remedied or shall have undertaken substantial efforts to remedy such breach or default within sixty (60) days after receipt of such notice. In the event that such action is not taken or not diligently pursued, or the breach or default 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 or remedy such default or breach.

(b) Except as otherwise provided in this Agreement, in the event that the Foundation shall breach, or be in default under, this Agreement following the Grant Date but prior to the completion of the Redevelopment Plan specified in Section II, then, unless the Foundation shall have undertaken efforts to cure or remedy such breach or default within sixty (60) days after written notice from the City of such breach or default, the City shall have the right at its option to recover from the Foundation an amount equal to Eight Hundred Sixty Thousand Dollars plus interest thereon at an annual rate of ten percent (10%), computed from the Grant Date to the day of the return of such Eight Hundred Sixty Thousand Dollars by the Foundation to the City.

(d) No right or remedy conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

(e) No delay or omission by one party in instituting or prosecuting any actions or proceedings or otherwise exercising or asserting its rights and remedies accruing upon a breach of this Agreement by the other party shall impair any such right or remedy or constitute a waiver of any such breach or an acquiescence therein. No waiver in fact made by a party with respect to any specific breach of this Agreement by the other party shall be considered or treated as a waiver of the rights or remedies of such party with respect to the particular breach except to the extent specifically waived in writing. Every right or remedy given to a party under this Agreement may be exercised from time to time, and as often as such party may deem expedient.

Section XII: Conflict of Interest; City's Representatives not Individually Liable

No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No official or employee of the City shall be personally liable to the Foundation or any successor in interest thereto: (i) in the event of any default or breach by the City under this Agreement, (ii) for any amount which may become due under this Agreement or (iii) for any obligations of the City under this Agreement.

Section XIII: Foundation and RAH Representatives Not Individually Liable

No member, officer or director of the Foundation and no stockholder, officer or director of RAH shall be personally liable to the City in the event of any default or breach by the Foundation or for any amount which may become due to the City as a result thereof.

Section XIV: Equal Employment Opportunity

The Foundation agrees, for itself and its successors and assigns, that during the carrying out of the Redevelopment Plan provided in Section II of this Agreement:

(a) The Foundation will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Foundation will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Foundation agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

(c) The Foundation will include 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.

Section XV: Employment

The Foundation will use its best efforts to increase total employment to approximately ten employees at the Redevelopment Plan location within twenty-four months of the Grant Date. Thereafter, it is the intention of the Foundation to use its best efforts to effect increases in its employment and the employment of other employers at the Redevelopment Plan location, which employment is expected to reach 400 in the near future.

Section XVI: Prohibition Against Assignment

Prior to the completion of the Redevelopment Plan, the Foundation will not assign its rights and obligations under this Agreement without the prior written consent of the City, except as otherwise provided, but subject to the proviso contained, in condition 2 of Section III of this Agreement.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and on its behalf by the DED and the Foundation has signed and sealed the same on or as of the ____ day of _____, 1983.

CITY OF CHICAGO

By: _____
Suhail al Chalabi
Interim Commissioner of the
Department of Economic Development

CHICAGO FILM AND VIDEO STUDIO
FOUNDATION

By: _____
Hedy Ratner
Executive Director (President)

EXHIBIT I

Parcel I

Parcel I consists of the real property (consisting of approximately 68,476 square feet), including four buildings, located at 700-750 South Desplaines Avenue, Chicago, Illinois, and legally described as follows:

Lots 1, 2, 3, and 4 in the Resubdivision of Lots 32, 33, and 34 except the following described tract. Beginning at the Southwest corner of Lot 34; thence East 38 feet, thence North 60 feet, thence West 24 feet; thence North 60 feet, thence West 14 feet, thence South to beginning, in S.W. Rawson's Subdivision of Block 17, in School Section Addition to Chicago;

also

The Private Alley and the Private Court shown on the plat of the Resubdivision of part of Lots 32, 33 and 34 in Rawson's Subdivision of Block 17 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, lying West and South of Lots 1 and 2 in said Resubdivision of part of Lots 32, 33 and 34 aforesaid and described as follows:

Commencing at the Northwest corner of Lot 4 in the Resubdivision of part of Lots 32, 33 and 34 aforesaid running thence East 19.50 feet to a point; thence North 16 feet to the South line of said Sub-Lot 2 in said Resubdivision; thence West along the South line of said Sub-Lot 2, 39.50 feet to the Southwest corner of said Lot 2; thence North 40 feet to the North line of said Lot 1 in said Resubdivision; thence West along the North line of said Lot 1 extended 4 feet to a point; thence South on a line parallel with the East line of said Lots 1¹/₂ and 2, 60 feet to a point; thence East 24 feet to a point; thence North 4 feet to the place of beginning;

also

The West 12 feet of the South 60 feet of Lot 33 and all of Lot 34 (except the East 12 feet of the North 60 feet thereof), and all of Lots 35 and 36 in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

also

The East 13.74 feet of Lot 27-A in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

also

Lots 28 to 31 inclusive, (except the East 20 feet thereof, taken for widening of Desplaines Street), in S.W. Rawson's Subdivision of Block 17, in School Section Addition to Chicago;

also

That part of vacated W. Lexington Street lying between the West line of S. Desplaines Street as widened and the East line of the South Route Super Highway;

also

The North and South 16-foot vacated alley and the East and West 16-foot vacated alley in the Block bounded on the North by W. Lexington Street, and on the South by W. Polk Street, on the East by the West line of S. Desplaines Street as widened and on the West by the East line of the South Route Super Highway;

also

Lots 1 to 5 inclusive (except the East 20 feet thereof taken for widening Desplaines Street) and Lot 5-A, (except the West 6.62 feet thereof) in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

also

Lots 46, 47, 48, 49 and 50 and the West 5 feet of Lot 51 all in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

also

That part of the South half of vacated W. Vernon Park Place lying North of and adjoining the North line of Lots 46 to 51 both inclusive, which is bounded on the East by the West line of the East 20 feet of said Lot 51 produced North 30 feet and on the West line of said Lot 46 produced North 30 feet all in J.W. Hedenberg's Subdivision of Block 18 in said School Section Addition to Chicago;

also

All of the vacated North and South 16-foot alley lying West of and adjoining the West line of Lots 1 to 5 and East of and adjoining the East line of Lot 5-A and lying South of the North line of said Lot 5-A produced East 16 feet;

also

That part of the vacated East and West 16-foot alley lying North of and adjoining the North line of said Lot 5-A (except the West 6.62 feet thereof), and North of the North line of said Lot 5-A produced East 16 feet, in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago and lying South of and adjoining the South line of Lot 46 and 47 in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago.

EXHIBIT II

Parcel II

Parcel II consists of the real property (consisting of approximately 63,831 square feet), including a one and two-story brick warehouse structure, located at 601 West Polk Street, Chicago, Illinois, and legally described as follows:

All that part of Block 33 in School Section Addition to Chicago bounded as follows: On the North by the South line of W. Polk St., on the East by the West line of S. Jefferson St., on the South by the North line of W. Cabrini St. (formerly W. Gilpin St.) and on the West by the East line of S. Desplaines St., being all of original lots 1 to 7 inclusive and original lots 10 to 14 inclusive and sub-lots 1 to 4 inclusive in the subdivision of original lots 8 and 9 all in Block 33 aforesaid (except those parts taken for street purposes), in Cook County, Illinois.

Section 2. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute for and on behalf of the City of Chicago, upon approval of the Corporation Counsel as to form and legality, a Co-operative Redevelopment Agreement with RAH Producers Center, Inc., an Illinois corporation ("RAH"), which agreement will obligate the City of Chicago (i) to execute a Redevelopment Agreement with the Foundation, in such form as the City and the Foundation may mutually agree, obligating the Foundation, through its affiliate, among other things, to prepare Parcel I for use as, or uses incidental or related to, a film studio/sound stage complex and (ii) to execute and deliver the necessary documents with RAH to cause it to convey to the Foundation's affiliate or a joint venture between such affiliate and RAH good and merchantable title to Parcel I, said Co-operative Redevelopment Agreement being in substantially the following form:

This Co-Operative Redevelopment Agreement (this "Agreement") is made on this ____ day of _____, 1983, between (i) the City of Chicago (the "City"), by and through the Department of Economic Development (the "DED") of the City of Chicago, having its office at 20 North Clark Street, 28th floor, Chicago, Illinois and (ii) RAH Producers Center, Inc., an Illinois corporation ("RAH"), having its office at 700 South Desplaines Avenue, Chicago, Illinois.

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 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 \$7,000,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED, pursuant to the Chicago Plan for Economic Development, has proposed a Redevelopment Agreement with the Chicago Film and Video Studio Foundation, an Illinois not for profit corporation (the "Foundation"), providing for, among other things, the redevelopment of two

parcels of land, consisting of an aggregate of 68,476 square feet of land and buildings containing 45,835 square feet, located at 700-750 South Desplaines Avenue, Chicago, and legally described on Exhibit I attached hereto (collectively, said parcels are referred to as the "Parcel"); and

Whereas, RAH, as current lessee and holder of contractual rights to purchase the Parcel, intends to cooperate with, and to assist, the Foundation or an affiliate of the Foundation in the acquisition of the Parcel; and

Whereas, it is the intention of the DED to cooperate in the acquisition of the Parcel by an affiliate of the Foundation or a joint venture between RAH and such affiliate, which will require an expenditure by the DED in an amount of approximately \$445,096 in acquisition costs (at a price of approximately \$6.50 per square foot); and

Whereas, it is the intention of the Foundation, through its affiliate or a joint venture with RAH, to purchase the Parcel for the approximate sum, net of the expenditure by the DED, of \$554,904; 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 such expenditure shall be made pursuant to the terms of the grant from the United States Department of Commerce from funds obtained from said grant or from other funds available for such purposes.

Now, Therefore, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

Section I: Agreements of RAH

RAH agrees to:

1. Use its reasonable efforts to cause the Foundation to execute a Redevelopment Agreement with the City (such Redevelopment Agreement to be in such form as the Foundation and the City may mutually agree) to obligate the Foundation and/or its affiliate to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex; and

2. Assist in the acquisition of the Parcel by, and the conveyance of good and merchantable title to the Parcel to, the Foundation's affiliate or a joint venture between RAH and the Foundation, for the sum of One Million Dollars (\$1,000,000.00), payable from:

- (a) \$445,096, received from the City, through the DED; and

- (b) \$554,904, derived from other Foundation and/or RAH funds or financing sources.

Section II: Agreements of the City

The City, by and through the DED, agrees to:

1. Execute a Redevelopment Agreement with the Foundation (such Redevelopment Agreement to be in such form as the City and the Foundation may mutually agree) obligating the Foundation, through its affiliate, among other things to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex, which use or uses are anticipated by the Foundation to produce additional employment opportunities on or near the Parcel in the near future; and

2. Execute and deliver the necessary documents with RAH in order to cause it to convey to the Foundation's affiliate or a joint venture between such affiliate and RAH (in accordance with this Agreement and the aforementioned Redevelopment Agreement) good and merchantable title to the Parcel located at 700-750 South Desplaines Avenue (as more fully described in Exhibit I to this Agreement), for the sum of One Million Dollars (payable from the sources specified in subsection (2) of Section I of this Agreement); provided, however, that neither the City nor the Foundation's affiliate or said joint venture shall have any legal or equitable interest in the Parcel until it has been conveyed to the Foundation's affiliate or said joint venture.

Section III: Conditions

The agreements of RAH in Section I, and of the City in Section II, of this Agreement are expressly subject to the execution and delivery of a Redevelopment Agreement between the City and the Foundation, obligating the Foundation, through its affiliate to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex, which use or uses are anticipated by the Foundation to produce additional employment opportunities on and near the Parcel in the near future.

Section IV: Miscellaneous

1. This Agreement shall not be recorded by either party.
2. The City hereby agrees that, upon due performance by RAH of its obligations set forth in Section I hereof, RAH shall have no further obligations or liability to the City with respect to the transactions contemplated by this Agreement or the Redevelopment Agreement.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and on its behalf by the DED, and RAH has caused this Agreement to be duly executed in its name and on its behalf by an authorized officer, on or as of the ____ day of ____, 1983.

CITY OF CHICAGO

By: _____
Suhail al Chalabi
Interim Commissioner of the
Department of Economic
Development

RAH PRODUCERS CENTER, INC.

By: _____
Robert A. Hudecek
President

EXHIBIT I

The Parcel consists of the real property (consisting of approximately 68,476 square feet), including four buildings, located at 700-750 South Desplaines Avenue, Chicago, Illinois, and legally described as follows:

Lots 1, 2, 3 and 4 in the Resubdivision of Lots 32, 33 and 34, except the following described tract. Beginning at the Southwest corner of Lot 34; thence East 38 feet, thence North 60 feet, thence West 24 feet; thence North 60 feet, thence West 14 feet, thence South to beginning, in S.W. Rawson's Subdivision of Block 17, School Section Addition to Chicago;

Also

The Private Alley and the Private Court shown on the plat of the Resubdivision of part of Lots 32, 33 and 34 in Rawson's Subdivision of Block 17 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, lying West and South of Lots 1 and 2 in said Resubdivision of part of Lots 32, 33 and 34 aforesaid and described as follows:

Commencing at the Northwest corner of Lot 4 in the Resubdivision of part of Lots 32, 33 and 34 aforesaid running thence East 19.50 feet to a point; thence North 16 feet to the South line of said Sub-Lot 2 in said Resubdivision; thence West along the South line of said Sub-Lot 2, 39.50 feet to the Southwest corner of said Lot 2; thence North 40 feet to the North line of said Lot 1 in said Resubdivision; thence West along the North line of said Lot 1 extended 4 feet to a point; thence South on a line parallel with the East line of said Lots 1 and 2, 60 feet to a point; thence East 24 feet to a point; thence North 4 feet to the place of beginning;

Also

The West 12 feet of the South 60 feet of Lot 33 and all of Lot 34 (except the East 12 feet of the North 60 feet thereof), and all of Lots 35 and 36 in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

The East 13.74 feet of Lot 27-A in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 28 to 31 inclusive, (except the East 20 feet thereof, taken for widening of Desplaines Street), in S.W. Rawson's Subdivision of Block 17, in School Section Addition to Chicago;

Also

That part of vacated W. Lexington Street lying between the West line of S. Desplaines Street as widened and the East line of the South Route Super Highway;

Also

The North and South 16-foot vacated alley and the East and West 16-foot vacated alley in the Block bounded on the North by W. Lexington Street, and on the South by W. Polk Street, on the East by the West line of S. Desplaines Street as widened and on the West by the East line of the South Route Super Highway;

Also

Lots 1 to 5 inclusive (except the East 20 feet thereof taken for widening of Desplaines Street), and Lot 5-A, (except the West 6.62 feet thereof) in S.W. Rawson's Subdivision of Block 17 in School Section Addition to Chicago;

Also

Lots 46, 47, 48, 49 and 50 and the West 5 feet of Lot 51 all in J. W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

That part of the South half of vacated W. Vernon Park Place lying North of and adjoining the North line of Lots 46 to 51 both inclusive, which is bounded on the East by the West line of East 20 feet of said Lot 51 produced North Lot 30 feet and on the West by the west line of said Lot 46 produced North 30 feet all in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago;

Also

All of the vacant North and South 16-foot alley lying West of and adjoining the West line of Lots 1 and 5 and East of and adjoining the East line of Lot 5-A and lying South of the North line of said Lot 5-A produced East 16 feet;

Also

That part of the vacated East and West 16-foot alley lying North of and adjoining the North line of said Lot 5-A (except the West 6.62 feet thereof), and north of the North line of said Lot 5-A produced East 16 feet, in S.W. Rawson's Subdivision of Block 17, in School Section Addition to Chicago and lying South of and adjoining the South line of Lots 46 and 47 in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago.

Section 3. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute for and on behalf of the City of Chicago, upon approval of the

Corporation Counsel as to form and legality, a Co-operative Redevelopment Agreement with the Illinois partnership of William Levy-Rudolph Tessler ("Levy-Tessler"), which agreement will obligate the City of Chicago (i) to execute a Redevelopment Agreement with the Foundation, in such form as the City and the Foundation may mutually agree, obligating the Foundation, through its affiliate, among other things, to prepare Parcel II for use as, or uses incidental or related to, a film studio/sound stage complex and (ii) to execute and deliver the necessary documents with Levy-Tessler to cause and to convey to the Foundation and/or its affiliate good and merchantable title to Parcel II, said Co-operative Redevelopment Agreement being in substantially the following form:

This Co-operative Redevelopment Agreement (this "Agreement") is made on this _____ day of _____, 1983, between (i) the City of Chicago (the "City") by and through the Department of Economic Development (the "DED") of the City of Chicago, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois and (ii) William Levy-Rudolph Tessler, an Illinois partnership ("Levy-Tessler"), having its office at _____, Chicago, Illinois.

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 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 \$7,000,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED pursuant to the Chicago Plan for Economic Development has proposed a redevelopment agreement with the Chicago Film and Video Studio Foundation, an Illinois not for profit corporation (the "Foundation") providing for, among other things, the redevelopment of a parcel of land, consisting of approximately 63,831 square feet of land and a building containing approximately 104,000 square feet of space, located at 601 West Polk Street, Chicago and legally described on Exhibit I attached hereto (the "Parcel"); and

Whereas, Levy-Tessler, as owner of the Parcel intends to sell the Parcel to the Foundation or an affiliate of the Foundation; and

Whereas, it is the intention of the DED to cooperate in the acquisition of the Parcel by the Foundation or its affiliate, which cooperation will require an expenditure by the DED in an amount of approximately \$414,904 in acquisition costs (at a price of approximately \$6.50 per square foot); and

Whereas, it is the intention of the Foundation, either directly or through an affiliate, to purchase the Parcel from Levy-Tessler for the approximate sum, net of the expenditure by the DED, of \$585,096; 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 such expenditure shall be made pursuant to the terms of the grant from the United States Department of Commerce from funds obtained from said grant or from other funds available for such purposes.

Now, Therefore, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

Section I: Agreements of Levy-Tessler

Levy-Tessler agrees to:

1. Use its reasonable efforts to cause the Foundation to execute a Redevelopment Agreement with the City (such Redevelopment Agreement to be in such form as the Foundation and the City

may mutually agree) to obligate the Foundation and/or its affiliate to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex; and

2. Execute and deliver the necessary documents in order to convey (in accordance to the Agreement and the aforementioned Redevelopment Agreement) good and merchantable title to the Parcel located at 601 West Polk Street (as more fully described in Exhibit I to this Agreement), for the sum of One Million Dollars (\$1,000,000.00) payable by the Foundation from:

(a) \$414,904, received from the City, through the DED; and

(b) \$585,096, derived by the Foundation from mortgage and/or lease financing and other sources.

Section II: Agreements of the City

The City, by and through the DED, agrees to:

1. Execute a Redevelopment Agreement with the Foundation (such Redevelopment Agreement to be in such form as the City and the Foundation may mutually agree) obligating the Foundation, and/or its affiliate, among other things, to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex, which use or uses are anticipated by the Foundation to produce additional employment opportunities on or near the Parcel in the near future; and

2. Execute and deliver the necessary documents with Levy-Tessler in order to cause it to convey to the Foundation and/or its affiliate (in accordance with this Agreement and the aforementioned Redevelopment Agreement) good and merchantable title to the Parcel located at 601 West Polk Street (as more fully described in Exhibit I to this Agreement), for the sum of One Million Dollars (\$1,000,000.00) payable from the sources specified in subsection (2) of Section I of this Agreement; provided however that neither the City nor the Foundation or its affiliate shall have any legal or equitable interest in the Parcel until it has been conveyed to the Foundation or its affiliate.

Section III: Conditions

The agreements of Levy-Tessler in Section I, and of the City in Section II, of this Agreement are expressly subject to the execution and delivery of a Redevelopment Agreement between the City and the Foundation, obligating the Foundation and/or its affiliate to prepare the Parcel for use as, or uses incidental or related to, a film studio/sound stage complex, which use or uses are anticipated by the Foundation to produce additional employment opportunities on and near the Parcel in the near future.

Section IV: Miscellaneous

1. This Agreement shall not be recorded by either party.

2. The City hereby agrees that, upon due performance by Levy-Tessler of its obligations set forth in Section I hereof, Levy-Tessler shall have no further obligations or liability to the City with respect to the transaction contemplated by this Agreement or the Redevelopment Agreement.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and on its behalf by the DED, and Levy-Tessler has caused this Agreement to be duly executed in its name and on its behalf by an authorized partner on or as of the _____ day of _____, 1983.

CITY OF CHICAGO

By: _____
Suhail al Chalabi
Interim Commissioner of the
Department of Economic Development

WILLIAM LEVY-RUDOLPH TESSLER
(an Illinois partnership)

By: _____
Authorized Partner

EXHIBIT I

The Parcel consists of the real property (consisting of approximately 63,831 square feet), including a one and two-story brick warehouse structure, located at 601 West Polk Street, Chicago, Illinois, and legally described as follows:

All that part of block 33 in School Section Addition to Chicago bounded as follows: On the North by the South line of W. Polk St., on the East by the West line of S. Jefferson St., on the South by the North line of W. Cabrini St. (formerly W. Gilpin St.) and on the West by the East line of S. Desplaines St., being all of the original lots 1 to 7 inclusive and original lots 10 to 14 inclusive and sub-lots 1 to 4 inclusive in the subdivision of original lots 8 and 9 all in block 33 aforesaid (except those parts taken for street purposes), in Cook County, Illinois.

Section 4. The Commissioner of the Department of Economic Development of the City of Chicago is further authorized to execute any other documents necessary and proper to effect or perform the terms of the aforementioned Redevelopment Agreement and Co-operative Redevelopment Agreements.

Section 5. This ordinance shall be effective upon its passage.

MATTERS PRESENTED BY THE ALDERMEN

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

Arranged under the following subheadings:

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

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

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

*Referred--*PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

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

<i>Alderman</i>	<i>Location</i>
Natarus (42nd Ward)	W. Locust Street at No. 220--8:30 A.M. to 5:00 P.M. -- Monday through Friday;
Orbach (46th Ward)	N. Sheridan Road (west side) at No. 4526--7:00 A.M. to 7:00 P.M. --Monday through Friday;
Stone (50th Ward)	N. Western Avenue (west side) at No. 6600--from driveway at north end of building to a point 50 feet south thereof--9:00 A.M. to 9:00 P.M. --Monday through Saturday.

Referred--PROPOSED ORDER FOR SURVEY TO ESTABLISH
LOADING ZONE ON PORTION OF S. LOTUS AV.

Alderman Davis (29th Ward) presented a proposed order to cause a survey to be made to establish a loading zone on S. Lotus Avenue, south of Harrison Street (east and west); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR
TRAFFIC TO EASTERLY DIRECTION ON PORTION OF EAST-WEST
ALLEY IN 45TH WARD.

Alderman McLaughlin (45th Ward) presented a proposed ordinance to restrict movement of vehicular traffic to an easterly direction on east-west alley north of W. Foster Avenue from N. Long Avenue to a point 125 feet west of N. Lind Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION ON
MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON
SPECIFIED PUBLIC WAY.

Alderman Streeter (17th Ward) presented a proposed ordinance to discontinue the restriction on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions on east-west alley bounded by W. 78th Street, W. 79th Street, S. Union Avenue and S. Halsted Street; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER FOR REMOVAL OF PARKING METERS AT
NOS. 7850-7856 S. EMERALD AV.

Alderman Streeter (17th Ward) presented a proposed order for removal of three (3) parking meters from in front of Nos. 7850-7856 S. Emerald Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

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

<i>Alderman</i>	<i>Location and Distance</i>
Burke (14th Ward)	S. Campbell Avenue, at No. 5131 (except for handicapped);
Langford (16th Ward)	S. Peoria Street, at No. 6722 (driveway);
Marzullo (25th Ward)	S. Western Avenue between W. 26th Street and W. 31st Street (trucks only)
Hagopian (30th Ward)	W. Barry Avenue (south side) at No. 4135 (except for handicapped).
Hansen (44th Ward)	W. Wellington Avenue (south side) from a point 200 feet west of N. Southport Avenue to a point 40 feet west thereof (except for handicapped);

McLaughlin (45th Ward)

W. Irving Park Road (north side) from N. Kilbourn Avenue to a point 60 feet east thereof;

W. Strong Street, at No. 4838 (except for handicapped);

W. Sunnyside Avenue (south side) at No. 6243 (driveway).

Referred--PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles at the times and locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location

Krystyniak (23rd Ward)

S. Mulligan Avenue (west side) at No. 5226, from a point 260 feet south of W. 52nd Street to a point 25 feet south thereof -- Handicapped Parking Permit No. 679 (at all times);

Cullerton (38th Ward)

W. Irving Park Road (both sides) from 200 feet east of N. Laramie Avenue to a point 200 feet west of N. Laramie Avenue (at specified hours).

Referred--PROPOSED ORDINANCE TO AMEND PROHIBITION AGAINST
PARKING OF VEHICLES AT ALL TIMES ON PORTION OF
N. MASON AV.

Alderman Banks (36th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on N. Mason Avenue (east side) at No. 2717 (instead of at No. 2721); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO ESTABLISH "RESIDENT PERMIT
PARKING" ZONES FOR VEHICLES DURING SPECIFIED HOURS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish "Resident Permit Parking" zones for vehicles during specified hours, at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance and Time

Krystyniak (23rd Ward)

W. 51st Street (south side), from S. Avers Avenue to S. Springfield Avenue--8:00 A.M. to 6:00 P.M. --Monday through Friday;

W. 51st Street (south side), from S. Hamlin Avenue to S. Avers Avenue--8:00 A.M. to 6:00 P.M. -- Monday through Friday;

D. Davis (29th Ward)

Austin Boulevard (east side), Railroad Avenue (south side), Arthington Street (both sides), Mason Avenue (both sides), Mayfield Avenue (both sides), Menard Avenue (both sides), Monitor Avenue (both sides), Fillmore Avenue (both sides), all streets bounded by Railroad Avenue on the north and first alley north of Roosevelt Road on the south.

Pucinski (41st Ward)

In the 5400 block of N. Neva Avenue.

Referred--PROPOSED ORDERS TO DESIGNATE PORTIONS OF SPECIFIED STREETS AS SERVICE DRIVES.

Alderman Kotlarz (35th Ward) presented two proposed orders designating the following named streets as service drives at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Public Way</i>	<i>Location</i>
W. Barry Avenue	Nos. 3349-3359;
N. Lawndale Avenue	Nos. 3201-3213.

Referred--PROPOSED ORDER FOR INSTALLATION OF TRAFFIC CONTROL SIGNAL.

Alderman McLaughlin (45th Ward) presented a proposed order for the installation of a left turn arrow on traffic light at the intersection of N. Elston Avenue and N. Central Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC SIGNS.

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

<i>Alderman</i>	<i>Location and Type of Sign</i>
Burke (14th Ward)	S. Ada Street and W. 48th Street--"Stop";
D. Davis (29th Ward)	5400 block of W. Harrison Street --"No Parking of Trucks";
Santiago (31st Ward)	W. Hirsch Street and N. Avers Avenue--"Stop";
Kotlarz (35th Ward)	N. Avers Avenue at W. Cullom Avenue--"Stop"; W. Berteau Avenue at N. Avers Avenue--"Stop";
Banks (36th Ward)	W. School Street and N. Odell Avenue--"Stop"; W. Wrightwood Avenue and N. Meade Avenue--"Stop";

Cullerton (38th Ward)	N. Lockwood Avenue at W. Waveland Avenue-- --"Stop";
	W. Grace Street at N. Oleander Avenue-- --"Stop";
Cullerton for Laurino (39th Ward)	Legett Avenue and Ionia Avenue-- "4- Way Stop"; N. Lincoln Avenue and N. Kimball Avenue-- --"No Turn on Red";
O'Connor (40th Ward)	W. Rosehill Drive and N. Hermitage Avenue-- --"Stop";
Oberman (43rd Ward)	W. Altgeld Street and N. Racine Avenue-- --"Stop";
McLaughlin (45th Ward)	W. Carmen Avenue and N. Rutherford Avenue-- --"4-Way Stop";
Stone (50th Ward)	W. North Shore Avenue at N. Washtenaw Avenue--"Stop".

*Referred--*PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF
FIVE TONS FOR VEHICLES ON SPECIFIED STREETS.

Alderman Orbach (42nd Ward) presented two proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Location</i>	<i>Distance</i>
N. Clarendon Avenue	Between W. Montrose Avenue and W. Irving Park Road;
W. Windsor Avenue	Between N. Sheridan Road and N. Clarendon Avenue.

2. ZONING ORDINANCE AMENDMENTS.

None.

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>
D. Davis (29th Ward)	John H. Dotson;
Gabinski (32nd Ward)	Sergio Bezar.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF
PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Marshall Field and Company to maintain and use as now constructed an ornamental entrance supported by four (4) columns in the sidewalk space on the east side of N. State Street between E. Washington Street and E. Randolph Street, the bases of each of said supporting columns not exceeding six (6) feet six (6) inches by four (4) feet ten (10) inches.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.

Also two proposed orders to issue specified permits for canopies attached to designated buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Rush-Presbyterian St. Luke's Medical Center--to maintain and use an existing canopy at No. 1753 W. Congress Parkway;

Shetland Properties of Chicago, Inc.--to construct, maintain and use three canopies at No. 1801 S. Lumber Street.

Presented by

ALDERMAN EVANS (4th Ward):

Tribute to the Late Keith E. Barrow.

A proposed resolution reading as follows:

WHEREAS, Almighty God in His infinite mercy and wisdom called the internationally acclaimed performer Keith E. Barrow to his eternal reward on Saturday, October 23, 1983 at the young age of 29; and

WHEREAS, Keith E. Barrow became a role model for the young people of the City of Chicago by completing his education at Shiloh Seventh Day Adventist Elementary School, received his Bachelors Degree from Wartburg College, received his Masters Degree from New York University and received his Federal Communication Commission License for radio operator; and

WHEREAS, Keith E. Barrow's talents led him to organize the first cotillion as a scholarship benefit for Shiloh Seventh Day Adventist Academy which is now an annual event; and

WHEREAS, Keith E. Barrow's talents have been recognized in the following productions, Chicago Passion Play, Stars of Tomorrow, Tilmon's "Our People" show, Today with Joan and Soul Train; and

WHEREAS, Keith E. Barrow showcased his talent as a member of several community organizations including the Player's Theatrical Workshop, the Philharmonic Youth Choir, Broadcast Music Incorporated, and Operation Push to name a few; and

WHEREAS, Keith E. Barrow composed for many of the world's best known entertainers such as Jerry Butler, Brenda Lee, the Highlighters and Garland Green; and

WHEREAS, Renown vocalist and recording artist Keith E. Barrow was the son of Reverend Willie Taplan Barrow, National Director of Expansion and Program Operations for Operation Push, and has followed his dedication to the causes of our community; now, therefore,

Be It Resolved, That the Honorable Timothy C. Evans, Alderman of the 4th Ward and the Members of the City Council of the City of Chicago, in a meeting assembled this 31st day of October, 1983, do hereby express their sense of loss at the passing of Keith E. Barrow, 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 Keith E. Barrow as a permanent remembrance of the love and affection of the citizens of the City of Chicago.

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

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

Presented by

ALDERMAN BEAVERS (7th Ward):

*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF
E. 84TH ST. FOR SCHOOL PURPOSES.

A proposed order to close to traffic E. 84th Street between S. Saginaw Avenue and S. Marquette Road, on all school days throughout the year 1983 to June 30, 1984, from 11:00 A.M. to 12:00 noon, for the benefit of St. Mary Magdalene School, No. 8401 S. Saginaw Avenue (Sister Mary Teresa).--
Referred to the Committee on Traffic Control and Safety.

Presented by

ALDERWOMAN HUMES (8th Ward):

*Referred--*PROPOSED ORDINANCE TO ESTABLISH BUS STAND
ON PORTION OF S. STONY ISLAND AV.

A proposed ordinance to establish a bus stand along the east curb of S. Stony Island Avenue from a point 80 feet south of the south property line of E. 81st Street to a point 160 feet south thereof from 6:30 A.M. to 9:00 A.M. and from 2:30 P.M. to 5:30 P.M. (except on Saturdays, Sundays and holidays).--*Referred to the Committee on Local Transportation.*

*Referred--*PROPOSED RESOLUTION TO INVESTIGATE CHICAGO
BD. OF ELECTIONS' COMPUTER SYSTEM.

Also a proposed resolution to investigate the Chicago Board of Elections' computer system for potential data alteration and manipulation with a view to protect the integrity of the electoral process.--
Referred to the Committee on Human Rights and Consumer Protection.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Congratulations and Gratitude Extended to Alexander Whitfield on
Occasion of His Committed Excellence in Field of Education.

A proposed resolution reading as follows:

WHEREAS, Alexander Whitfield, principal of George Washington Carver Area High School on Chicago's great southeast side, has served outstandingly in the field of education for 30 years; and

WHEREAS, A graduate of Kentucky University and De Paul University, Alexander Whitfield began his career as a teacher, then held various administrative posts with the Chicago Board of Education before becoming principal of Bryn Mawr Elementary School from 1971 to 1973; He has been Carver High School's principal for the past ten years; and

WHEREAS, Alexander Whitfield is a native of Chicago and is an outstanding family man; his and his wife's (Mary J.) two children -- Mark A. and Mary Jo --are now in college furthering the principles of education for which Alexander Whitfield so proudly stands; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 31st day of October, 1983, do hereby offer our congratulations and our gratitude to Alexander Whitfield, principal of George Washington Carver Area High School, for 30 years of committed excellence in the field of education in Chicago, and extend to this outstanding educator our best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alexander Whitfield.

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

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

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order to issue a sign permit to Zima and Company, Inc. to install a sign/signboard at E. 95th Street and S. Constance Avenue for Self-Serve City.--*Referred to the Committee on Zoning*.

Presented by

ALDERMAN HUELS (11th Ward):

Referred--PROPOSED ORDER TO INSTALL GUARD RAIL AT
SPECIFIED INTERSECTION.

A proposed order to install a guard rail on the south side of W. 31st and S. Lock Streets.--*Referred to the Committee on Streets and Alleys*.

Referred--PROPOSED ORDERS FOR PERMITS TO INSTALL
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also six proposed orders for permits to install signs/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

Issue sign permit to National Advertising Co., No. 6850 S. Harlem Avenue, Argo, IL, 60501 -- for sign/signboard located approximately 1/10 mile west of Archer Avenue and Halsted Street (on the north side of Archer Avenue) for Aerotronic Controls Co.;

Issue sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, IL, 60609 -- for sign/signboard located at No. 3234 S. Archer Avenue for various advertisers;

Issue sign permit to National Advertising Co., No. 6850 S. Harlem Avenue, Argo, IL, 60501 -- for sign/signboard located approximately 600 feet east of Halsted Street and Archer Avenue (on the west side of the Dan Ryan Expressway) for Chicago Truck Sales;

Issue sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, IL, 60609 -- for sign/signboard located at No. 509 W. 26th Street for various advertisers;

Issue sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, IL, 60609 for sign/signboard located at No. 3519 S. Wells Street for various advertisers;

Issue sign permits to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, IL, 60609 -- for sign/signboard located at No. 4007 S. Wells Street for various advertisers.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

*Referred--*PROPOSED ORDER TO INSTALL SPECIFIED GUARD
RAIL ON PORTION OF W. 45th ST.

A proposed order to install a guard rail on the parkway in front of Nos. 2427 and 2429 W. 45th Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

*Referred--*PROPOSED RESOLUTION TO ASCERTAIN CHICAGO
FIRE DEPT.'S FIREFIGHTERS AND PARAMEDICS
CONTINGENT TO FULLY MAN DEPT.

A proposed resolution urging the City Council Committee on Employment to gather information from the Chicago Fire Department and Personnel Department to determine the number of vacancies currently among the firefighter and paramedic positions in the Fire Department, with a view toward keeping the Department fully manned at all times. -- *Referred to the Committee on Employment.*

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 147-2
OF MUNICIPAL CODE CONCERNING LICENSED
LIQUOR PREMISES.

A proposed ordinance, presented by Aldermen Sheahan, O'Connor, Krstyniak, McLaughlin, Orbach, Humes, Volini, and Hutchinson, to amend Chapter 147-2 of the Chicago Municipal Code by adding new language which would stipulate new regulations regarding issuance of liquor licenses and consumption on said premises.--*Referred to the Committee on License.*

Presented by

ALDERMAN KELLEY (20th Ward):

**Congratulations and Commendations Extended to
Edward G. Gardner on Occasion of His
Appointment as 1983 Black Illinois
Legislative Lobby Honoree.**

A proposed resolution reading as follows:

WHEREAS, Edward G. Gardner is a respected business and community leader Chicago; and

WHEREAS He was born in Chicago, educated in the public schools, and returned to serve the Chicago public schools for 19 years as a teacher, assistant principal and assistant administrator; and

WHEREAS, In 1964, Gardner founded Soft Sheen Products, Inc., a black hair-care firm whose innovative products revolutionized the black hair-care market; and

WHEREAS, The philosophy of the company, to measure success by the number of jobs provided in the black community, is indicative of Gardner's deep commitment to the black community; and

WHEREAS, The many contributions made to the black community by Gardner and his company are commendable, none surpass the production of the "Come Alive" campaign that resulted in the registration of some 500,000 black voters in 1982;

and

WHEREAS, Edward G. Gardner has been honored on several occasions, and is soon to be recognized by the Black Illinois Legislative Lobby for his determined efforts to improve the quality of life for Black Americans; now, therefore,

Be It Resolved, By the Mayor and Members of the Chicago City Council assembled in meeting this 31st day of October 1983, that we do hereby commend Edward G. Gardner for his outstanding service to his community and congratulate him on being selected by the Black Illinois Legislative Lobby as their 1983 honoree, and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edward G. Gardner.

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

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

Presented by

ALDERMAN SHERMAN (21st Ward) and OTHERS:

***Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF
MUNICIPAL CODE TO ALLOW PARKING PERMITS FOR
ELECTED CITY OFFICIALS ON DUTY.**

A proposed ordinance, presented by Aldermen Sherman, Majerczyk, Smith, Stemberk, Krystyniak, Kelley, Henry, Cullerton, McLaughlin, Sheahan, Beavers, Hansen, Schuler, Evans, Rush, Gabinski, Humes, Orbach, Mell, Volini, Stone, Brady, Langford, Streeter, Huels, D. Davis, W. Davis, Hagopian and Nardulli, to amend Chapter 27 of the Chicago Municipal Code by adding an entirely new Section 27-318.1 which would allow duly elected officials of the City to park their vehicles by special permit in the City when such vehicles are being used in the line of duty, in special areas designated by the Commissioner of Streets; such special permits to be issued to elected City officials by the City Clerk without charge.

Alderman Sherman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*. Alderman Sherman then moved to pass said proposed ordinance in the omnibus.

After debate, Alderman Pucinski moved to *Refer* said proposed ordinance to the Committee on Traffic Control and Safety. Alderman Sherman thereupon withdrew his motion to pass, and the proposed ordinance was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

**Building Declared Public Nuisance and
Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 6551 W. Archer Avenue (gas station) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 6551 W. Archer Avenue (gas station) is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Krystyniak 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, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

**Congratulations Extended to Joseph Peter Siepka
on Receiving Eagle Scout Award.**

Also a proposed resolution reading as follows:

WHEREAS, Joseph Peter Siepka, a lifelong resident of the 23rd Ward of our great City of Chicago, is slated to receive the Eagle Scout Award November 27, 1983; and

WHEREAS, Joseph Peter Siepka, a member of Our Lady of the Snows Boy Scout Troop 136, is an outstanding student, scout, and citizen; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 31st day of October, 1983, A.D., do hereby offer our heartiest congratulations to Joseph Peter Siepka on his imminent receipt of the Eagle Scout Award as well as our best wishes for a happy, healthful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be submitted to Joseph Peter Siepka.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted*.

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF
MUNICIPAL CODE TO SPECIFY NEW REGULATIONS FOR
OWNERS, OPERATORS OF TOW TRUCKS.

Also a proposed ordinance to amend Chapter 27, Section 27-266 of the Chicago Municipal Code which would specify new regulations for the owners and operators of tow trucks.--*Referred to a Special Joint Committee composed of the members of the Committee on Municipal Code Revision and the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN MARZULLO (25th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Kerr Glass Manufacturing Corporation, to maintain and use as now constructed a tunnel under and across W. 16th Street at a point two hundred twenty (220) feet west of west line of S. Western Avenue connecting Building No. 5 with Power House, and also a pipe line under and across W. 16th Street west of the west line of S. Western Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN NARDULLI (26th Ward):

**Week of November 7-14, 1983 Proclaimed "Week of the Great Famine
in Ukraine."**

A proposed resolution reading as follows:

WHEREAS, This year marks the 50th Anniversary of a genocide with few parallels in recorded history - the deliberately created famine in Ukraine; and

WHEREAS, In 1932-1933 Ukrainians were sentenced to horrifying slow death from starvation in an attempt to destroy the Ukrainian nation and to erase in the people all aspiration of freedom; and

WHEREAS, During this period over seven million Ukrainians died in an unprecedented criminal act of mass tyranny and oppression orchestrated by the government of the Soviet Union; and

WHEREAS, This horror has inflicted a deep and lasting scar upon the Ukrainian community through the world and in Chicago and has established this tragic event as an everlasting remembrance of infamy to human cruelty and indifference; and

WHEREAS, The week of November 7th to November 14th has been designated by Ukrainian-Americans in Chicago as a week of Commemoration of the Great Famine in Ukraine; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago that the week of November 7th to November 14th, 1983 be and hereby is proclaimed as:

"WEEK OF THE GREAT FAMINE IN UKRAINE"

in commemoration of the innocent victims of the Ukrainian nation and to reflect upon the immense privileges of freedom that we all enjoy in this great country of the United States of America.

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

On motion of Alderman Nardulli, seconded by Alderman Natarus, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

**Drafting of Ordinance for Vacation of Specified
Public Alley.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 10-foot public alley, together with all of the first east-west 15-foot public alley north of W. Lake Street in the block bounded by W. Fulton Market, W. Lake Street, N. Peoria Street, and N. Green Street for Mr. Bruce DeGoria (No. 8-27-83-860); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

***Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS.***

Also two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Pattee Manufacturing Company--to install, maintain, and use a telephone cable connecting the main plant located at No. 2332 W. Walnut Street to the second plant located at 2324 W. Fulton Street;

Salvation Army--to construct, maintain and use a manhole on W. Monroe Street adjacent to the building commonly known as No. 20 S. Campbell Avenue.

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 Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, IL, 60609 to install a sign/signboard located at 2023 W. North Avenue for various advertisers--*Referred to the Committee on Zoning*.

Presented by

ALDERMAN MELL (33rd Ward):

Tribute to the Late Alderman Rex Sande.

A proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to his eternal reward Rex Sande, former member of the City Council from 1959 to 1975, on October 5, 1983; and

WHEREAS, Alderman Sande diligently and with distinction served this body, representing the people of what is now the 33rd Ward of our great City of Chicago, for the better part of two decades; and

WHEREAS, Born in Oslo, Norway, Rex Sande was brought to this country as a child, was educated in Duluth, Minnesota, and Eugene, Oregon, and was a 33rd (then 34th) Ward resident for almost 50 years until his retirement in 1975; and

WHEREAS, Rex Sande had the love and respect of his constituents as well as his colleagues in the City Council; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 31st day of October, 1983 A.D., do hereby express our sorrow on the passing of former Alderman Rex Sande, and do extend to his family our deepest expressions of sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rex Sande.

Alderman Mell 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 Mell, seconded by Aldermen Burke and Natarus, the foregoing proposed resolution was *Adopted*, by a rising vote.

Referred--PROPOSED ORDERS FOR PERMITS TO INSTALL
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also three proposed orders for permits to install signs/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

Issue sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, IL 60609--for sign/signboard located at No. 2211 N. California Avenue for various advertisers;

Issue sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, IL 60609--for sign/signboard located at No. 2220 N. California Avenue for various advertisers.

Issue sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, IL 60609--for sign/signboard located at No. 2929 N. California Avenue for various advertisers.

Presented by

ALDERMAN FROST (34th Ward):

Referred--PROPOSED ORDINANCE TO EXECUTE TAX
ANTICIPATION REVOLVING CREDIT AGREEMENT
ON BEHALF OF CITY.

A proposed ordinance to execute an agreement providing for the 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.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN KOTLARZ (35th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.

Two proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings and structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Walter K. Kotaba--to construct, maintain and use a canopy at No. 3094 N. Milwaukee Avenue;

Skaja Funeral Home--to maintain and use an existing canopy at No. 3656 W. Belmont Avenue.

Presented by

ALDERMAN BANKS (36th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order to issue a sign permit to Turk Electric Company, No. 3414 N. Cicero Avenue, Chicago, IL, 60641 to install a sign/signboard at No. 3555 N. Harlem Avenue for Peacock Restaurant.--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN O'CONNOR (40th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN
PUBLIC WAY.

A proposed ordinance to grant permission and authority to Edgewater Hospital, Inc., to maintain and use as now constructed, vaults under the subsidewalk space at the northwest corner of N. Ashland Avenue and W. Hollywood Avenue.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to American National Bank and Trust Company of Chicago, U/T 57371 to maintain and use an existing canopy attached to the building or structure located at Nos. 5912-5930 N. Lincoln Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN O'CONNOR (40th Ward) and OTHERS:

November 3, 1983 Proclaimed as "Retired Senior Volunteer
Program of Hull House Recognition Day."

A proposed resolution, presented by Aldermen O'Connor, Roti, Rush, Evans, Bloom, Sawyer, Beavers,

Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Langford, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Banks, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, and Stone, reading as follows:

WHEREAS, The Retired Senior Volunteer Program of Hull House will be entering its 11th year of service during 1982-83; and

WHEREAS, These volunteers, last year alone, provided 335,418 volunteer hours to the community; and

WHEREAS, The Retired Senior Volunteer Program of Hull House is the only agency in the City of Chicago which exclusively provides meaningful volunteer experiences for the older person; and

WHEREAS, The Retired Senior Volunteer Program is the only service that directly places, reimburses and insures senior volunteers; and

WHEREAS, The Retired Senior Volunteer Program provides volunteer opportunities for Chicagoans age 60 and over; and

WHEREAS, The people served by the Retired Senior Volunteer Program represent the complete range of beneficiaries of non-profit agencies; and

WHEREAS, The Retired Senior Volunteer Program of Hull House is a vital and valuable program which is providing satisfaction for hundreds of older people and providing a source of valuable volunteers for non-profit agencies; and

WHEREAS, The Retired Senior Volunteer Program of Hull House will be holding their 11th Annual Recognition Breakfast on November 3, 1983; 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 31st day of October, A.D. 1983 do hereby proclaim November 3, 1983 as "Retired Senior Volunteer Program of Hull House Recognition Day"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Retired Senior Volunteer Program of Hull House.

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

On motion of Alderman O'Connor, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS:

Three proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

A. C. Trading Corp., Profit Sharing Plan, Eugene Chesrow, Trustee--to construct, maintain and use a stairway adjacent to the building commonly known as No. 207 W. Superior Street;

Booth Fisheries Corporation--to maintain and use two (2) water pipes from a point on the North Bank of the Chicago River near the east line of N. LaSalle Street, thence running both north and south of W. Carroll Street and east and west under N. LaSalle Street, for a total distance

of four hundred and eighteen (418) feet, said system of pipes to begin at the rear of the property commonly known as No. 121 W. Kinzie Street;

Centrum Properties, Inc.--to construct, maintain and use four (4) stairwells, a glass vestibule, a canopy, and a stairway on portions of E. Chestnut Street.

Presented by

ALDERMAN ORBACH (46th Ward):

*Referred--*PROPOSED ORDER FOR INSTALLATION OF ALLEY
LIGHT AT SPECIFIED LOCATION.

A proposed order for the installation of an alley light in back of premises located at No. 939 W. Sunnyside Avenue.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN SCHULTER (47th Ward), ALDERMAN PUCINSKI (41st Ward),
and OTHERS:

City Council Opposition to U.S. Senate Bill "S. 66" and
U.S. House Cable Bill "H. R. 4103" Noted.

A proposed resolution, presented by Aldermen Schullter, Pucinski, Hagopian, Krystyniak, Orr, Beavers, McLaughlin, and Hansen, reading as follows:

WHEREAS, The provision of cable television service has already proven to be a valuable service to thousands of communities across the country and holds great potential for the City of Chicago; and

WHEREAS, Local governments have had the responsibility for franchising cable television systems in their cities and for overseeing the implementation of those franchises once awarded; and

WHEREAS, In most cases, cable television systems will likely enjoy exclusivity within a portion of the community and will be the only telecommunications medium with a direct link to the homes of citizens with its facilities using the public's right-of-way; and

WHEREAS, The presence of a strong local government role in the overseeing of franchise agreements has worked to ensure that contractual obligations are carried out and the public interest served; and

WHEREAS, H.R. 4103 is presently pending before the Energy and Commerce Committee of the U.S. House of Representatives and is substantially similar to S. 66 which was approved by the U.S. Senate; and

WHEREAS, Both H.R. 4103 and S. 66 would severely limit local regulatory authority over cable communications, and enable cable operators to renege on franchise commitments in terms of services, facilities and equipment; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby declares its strong opposition to U.S. Senate Bill 66 and U.S. House Resolution 4103; and

Be It Further Resolved, That the City Council of the City of Chicago strongly opposes any federal cable communications legislation unless such legislation embodies each and every of the following principles:

1.1 That federal cable legislation "grandfather" all existing franchises, and their terms and conditions and all franchise processes in which a Request for Proposals has been issued.

1.2 That federal cable legislation not provide cable companies with the power to abrogate contractual obligations based on *unilateral* assertion by a cable operator of a significant "change in circumstances" in the cost, marketability, or any cable operator-controlled condition affecting the availability of any cable service, facility and equipment.

1.3 That federal cable legislation insure local franchising authorities retain the power to impose EEO and affirmative action guidelines on cable operators, as well as minority business enterprise requirements.

1.4 That federal cable legislation not limit the option of local governments to regulate the rates charged by cable operators for service, should a city determine that rate regulation is in the public interest.

1.5 That federal cable legislation provide maximum competition in the franchise renewal process with no presumption or expectancy of renewal on the part of the cable operator holding the franchise.

1.6 That federal cable legislation not limit the ability of local governments to mandate public, educational, government, and leased access to cable television and terms for such access.

Furthermore, Congress is urged to closely examine the potential of federal legislation in the areas of minimum technical standards, minimum cross ownership provisions, corruption of franchising process, minimum consumer protection safeguards, minimum third-party access standards, minimum standards for interconnection, and minimum equal employment opportunity/affirmative action standards.

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

On motion of Alderman Schuler, seconded by Alderman Stone, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, 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--46.

Nays--None.

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

Presented by

ALDERWOMAN VOLINI (48th Ward):

Congratulations Extended to Miss Augusta Lenska on
Occasion of Her 102nd Birthday.

A proposed resolution reading as follows:

WHEREAS, Miss Augusta Lenska celebrated her 102nd birthday on September 30, 1983; and

WHEREAS, Miss Lenska has since January 14, 1981 been a resident of Somerset House, 5009 North Sheridan Road, in the 48th Ward, City of Chicago; and

WHEREAS, This senior citizen celebrated her 102nd birthday with her friends and fellow residents at Somerset House; and

WHEREAS, Miss Lenska is living testimony to the spirit and determination that make our City great; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that Miss Augusta Lenska be saluted and congratulated on the occasion of her 102nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Miss Augusta Lenska.

Alderman Volini 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 Volini, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN ORR (49th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Loyola University of Chicago, to maintain and use as now installed two conduits under and across the north-south public alley east of N. Sheridan Road from Mertz Hall, a point thirty-four (34) feet north of the north line of W. Loyola Avenue and one hundred eighty (180) feet east of the east line of N. Sheridan Road, thence east into a manhole six (6) feet by eight (8) feet in said public alley, thence south under said public alley and under and across W. Loyola Avenue, thence into Campion Hall or private property.--*Referred to the Committee on Streets and Alleys.*

**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 Permit:

BY ALDERMAN FROST (34th Ward):

Chicago Association for Retarded Citizens, No. 11321 S. Wentworth Avenue--for rehabilitation of electrical system by Argo Electric Inc., No. 2737 W. Diversey Avenue.

License Fee Exemptions:

BY ALDERMAN BEAVERS (7th Ward):

South Chicago Community Hospital, No. 2320 E. 93rd Street.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home South, No. 2916 W. 47th Street.

BY ALDERMAN D. DAVIS (29th Ward):

Loretto Hospital, No. 645 S. Central Avenue.

BY ALDERMAN SANTIAGO (31st Ward):

Norwegian American Hospital, No. 1044 N. Francisco Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

Mary Crane League Day Care Center, No. 2905 N. Leavitt Street.

BY ALDERMAN MELL (33rd Ward):

Grace Convalescent Home, No. 2800 W. Grace Street.

St. Pauls House, No. 3831 N. Mozart Street.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue.

BY ALDERMAN ORBACH (46th Ward):

Young Mens Jewish Council/Day Care Center, No. 957 W. Grace Street.

BY ALDERMAN McLAUGHLIN FOR ALDERMAN STONE (50th Ward):

The Ark, No. 2341 W. Devon Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN MARZULLO (25th Ward):

Schwab Rehabilitation Center, No. 1401 S. California Avenue--elevator and refrigeration inspections (2).

BY ALDERMAN BANKS (36th Ward):

Belmont Evangelical Church, No. 6120 W. Belmont Avenue--refrigeration inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue--driveway inspection.

Resurrection Health Care Corporation/Resurrection Retirement Community, No. 7266 W. Peterson Avenue--elevator inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, sundry locations--boiler inspections (2).

Moody Church, No. 1609 N. LaSalle Street--refrigeration, sign and ventilation inspections (4).

BY ALDERMAN HANSEN (44th Ward):

Saint Alphonsus Church/Redemptorists Fathers, Nos. 2936-56 N. Southport Avenue--building inspection.

BY ALDERMAN McLAUGHLIN (45th Ward):

Copernicus Foundation, No. 5216 W. Lawrence Avenue--elevator inspection.

Lydia Home Association, No. 4300 W. Irving Park Road--boiler and fuel burning equipment, driveway and mechanical ventilation inspections (3).

BY ALDERWOMAN VOLINI (48th Ward):

Ecumenical Institute, No. 4750 N. Sheridan Road--boiler and fuel burning equipment, building, elevator, mechanical ventilation and refrigeration inspections (5).

Water Rate Exemptions:

BY ALDERMAN BEAVERS (7th Ward):

Christian Fellowship Missionary Baptist Church, No. 7859 S. Burnham Avenue.

BY ALDERMAN STONE (50th Ward):

Heart of Mercy Village, No. 6300 N. Ridge Avenue.

Refund of Fee:

BY ALDERMAN ORBACH (46th Ward):

Young Mens Jewish Council, No. 30 W. Washington Street for (Day Care Center, No. 957 W. Grace Street)--in the amount of \$75.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (October 20, 1983).

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

**Levy of Taxes for Board of Education Authorized for
Fiscal Year 1983-1984.**

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of October 20, 1983, pages 2587, 2618-2644, recommending that the City Council pass a proposed ordinance authorizing the levy of taxes for the Board of Education for the fiscal year 1983-1984.

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, Burke, Langford, Streeter, Kelley, Sherman, Stemberk, Henry, Marzullo, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Damato, O'Connor, Natarus, Oberman, Hansen, Orbach, Volini, Orr--31.

Nays--Aldermen Vrdolyak, Huels, Majerczyk, Brady, Sheahan, Krystyniak, Nardulli, Hagopian, Kotlarz, Banks, Cullerton, Pucinski, McLaughlin, Schulter, Stone--15.

Alderwoman Humes moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Alderman Burke then requested that the record reflect that the said passed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 4:22 P.M.

[Ordinance authorizing the levy of taxes for fiscal year
1983-1984 for the Board of Education is printed on
pages 3006 thru 3031 of this Journal.]

**Levy of Taxes for Community College District No. 508 Authorized
for Fiscal Year July 1, 1983-June 30, 1984.**

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of October 20, 1983 pages 2565-2566/2572-2582 recommending that the City Council pass a proposed ordinance authorizing the levy of taxes for the Community College District No. 508 for fiscal year July 1, 1983-June 30, 1984.

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, Huels, Burke, Langford, Streeter, 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--43.

Nays--None.

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

Alderman Burke then requested that the record reflect that the said proposed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 4:26 P.M.

[Ordinance authorizing the levy of taxes for the
Community College District No. 508 is printed
on pages 3032 thru 3042 of
this Journal.]

**Authority Granted for Abatement of Property Taxes
Previously Levied for Working Cash Fund
Bonds Series 1967, of Community
College District No. 508, for
Years 1983, 1984 and 1985.**

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of October 20, 1983, pages 2566, 2583-2586, recommending that the City Council pass a proposed ordinance authorizing the abatement of property taxes previously levied for Working Cash Fund Bonds, Series 1967, of Community College District No. 508, for the years 1983, 1984 and 1985.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

Alderman Burke then requested that the record reflect that the said proposed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 4:26 P.M.

[Ordinance authorizing the abatement of property taxes for
Community College District No. 508 is printed on pages
3043 thru 3046 of this Journal.]

**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-48, 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.....		9,375,364.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project 8E-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 8E-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 8E-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 8E-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 8E-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 8E-2, Carver Riverdale School
..... 1,331,163.00

For estimated loss and cost of collection
and deferred collections..... 62,725.00 1,393,388.00

For the Purpose of Providing Revenue for the
Payment of the expenses of operation and
maintenance of Public Building Commission
Project 8E-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-48, 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 3,931,262.00

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 Stadium, 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-43, 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 3E-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 2E-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	764,227.00
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	467,582.00	
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 8E-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 2E-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 2E-4, Whitney Young School.....	1,537,152.00	
For estimated loss and cost of collection and deferred collections.....	72,431.00	1,609,683.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project 2E-2, Carver Riverdale School.....	1,331,163.00	
For estimated loss and cost of collection and deferred collections.....	62,725.00	1,393,328.00
For the Purpose of Providing Revenue for the Payment of the expenses of operation and maintenance of Public Building Commission Project SE-16, 103rd and Cottage School.....	633,011.00	
For estimated loss and cost of collection and deferred collections.....	29,328.00	662,939.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project 8E-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 8E-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 8E-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 8E-48, 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 8E-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.....
..... 1,594,347.00

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	3,931,263.00
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 1976	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.

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</u> ; and,

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:

	<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 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

Page 10

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

\$ 4,350,785

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 3005)

Failed to Pass--PROPOSED ORDINANCE AUTHORIZING
EXECUTION OF REVOLVING CREDIT AGREEMENT
AND ISSUANCE OF GENERAL OBLIGATION
NOTES.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of October 20, 1983, pages 2618, 2645-2703, recommending that the City Council pass a proposed ordinance authorizing the execution of a revolving credit agreement and issuance of General Obligation Notes in an amount not to exceed \$100,000,000.

Alderman Burke moved to *Amend* the said proposed ordinance as follows:

Exhibit A, Revolving Credit Agreement, attached to a proposed ordinance extending the City's revolving credit agreement with certain banks to a sum not exceeding \$100 million, is hereby amended by adding the *Italic* language and deleting the language in brackets.

Section 8. *Covenants*, specifically subparagraph (e), appearing at page 27 of the Revolving Credit Agreement, is amended to read:

(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 *prepared* by [one of the eight largest national firms of] *a a nationally recognized firm of* independent certified public accountants selected [by the City and acceptable to the Banks.] *by the Finance Committee chairman pursuant to Section 7-21 of the Chicago Municipal Code.* [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.

The motion *Prevailed* and the foregoing amendment was *Adopted*.

—

Alderman Oberman then presented a substitute for the said proposed ordinance which is printed on pages 3048 thru 3114 of this Journal.

Alderman Burke moved to *Lay the Substitute Ordinance on the Table*. The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Burke, Brady, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--26.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, Frost, Natarus, Oberman, Volini, Orr--19.

—

Alderman Oberman next moved to *Re-refer* the said proposed ordinance to the Committee on Finance.

Alderman Burke moved to *Lay the Motion to Re-refer on the Table*. The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Burke, Brady, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--26.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, Frost, Natarus, Oberman, Volini, Orr--19.

SUBSTITUTE
ORDINANCE

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

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

Amalgamated Trust & Savings 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 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 the office of the Committee on Finance of the City Council of the City (the "City Council") and copies of such certificate shall be delivered to each member of 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

Amalgamated Trust & Savings Bank
1 West Monroe Street
Chicago, Illinois 60690
Attention: James E. Mannion
Senior Vice President

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 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 this 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: (1) 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 and the City Comptroller 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 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 and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be 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.

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" attached to this ordinance reads as follows:

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 three (3) business days' 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 8(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; to LaSalle National Bank, 135 South LaSalle Street, Chicago, Illinois 60690, Attention: Vice President, Bond Department; and to Amalgamated Trust & Savings Bank, 1 West Monroe, Chicago, Illinois 60690, Attention: James E. Mannion, Senior Vice President. 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.

(1) 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 8(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 8(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>	
\$36,500,000	.365	CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, in its individual corporate capacity and as Agent as aforesaid
		By _____ Vice President
\$31,500,000	.315	THE FIRST NATIONAL BANK OF CHICAGO
		By _____ Vice President
\$20,000,000	.20	MORGAN GUARANTY TRUST COMPANY OF NEW YORK
		By _____ Assistant Vice President
\$ 5,000,000	.05	THE NORTHERN TRUST COMPANY
		By _____ Vice President
\$ 2,500,000	.025	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
		By _____ Vice President

\$ 2,500,000

.025

LA SALLE NATIONAL BANK

By _____

Vice President

\$ 2,000,000

.02

AMALGAMATED TRUST & SAVINGS 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 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 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>Demomination</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
		Amalgamated Trust & Savings 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
Amalgamated Trust & Savings 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

Alderman Burke then moved to pass the said proposed ordinance as amended.

The clerk called the roll and it was found that the yeas and nays were as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Burke, Brady, Sheahan, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, McLaughlin, Orbach, Schulter, Stone.

Nays--Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Stemberk, Henry, W. Davis, Smith, Frost, Pucinski, Natarus, Oberman, Hansen, Volini, Orr.

Upon receiving the vote tally from the clerk, the Chair stated that the ordinance failed to pass by a vote of 24 yeas and 22 nays.

Alderman Burke then requested a verification of the roll call vote.

The clerk re-called the roll and the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Burke, Brady, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--25.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, Frost, Natarus, Oberman, Volini, Orr--19.

The following is said ordinance which failed to pass:

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

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 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

REVOLVING 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 _____,

[Remaining Exhibit A printed on pages 3122
thru 3173 of this Journal.]

Re-Referred--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.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee of Finance deferred and published in the Journal of the Proceedings of October 20, 1983, pages 2566, 2587-2617, recommending that the City Council pass a proposed ordinance authorizing the issuance of Chicago Water Revenue Bonds to pay Interim Water Notes of 1977 and 1979, and for cost of other capital improvements of the Chicago Water System.

Alderman Burke then moved to *Re-refer* the said proposed ordinance to the Committee on Finance. The motion *Prevailed* and said ordinance was *Re-referred to the Committee on Finance*.

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 8(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 prepared by a nationally recognized firm of independent certified public accountants selected by the Finance Committee chairman pursuant to Section 7-21 of the Chicago Municipal Code. 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.

(1) 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 8(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 8(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 31, 1983

UNFINISHED BUSINESS

3167

\$ 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 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 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>Demomination</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

MISCELLANEOUS BUSINESS.

ADJOURNMENT.

Thereupon, Mayor Washington requested a motion to adjourn. It was so moved and the City Council *Stood Adjourned*, to meet in regular meeting on Wednesday, November 9, 1983, at 10:00 A.M., in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.