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COPY



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

Regular Meeting—Tuesday, September 24, 1985

at 9:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Aldermen Beavers, Humes, Vrdolyak, Madrzyk, Kellam, Stemberk, Krystyniak, Gabinski, Pucinski.

Call to Order.

On Tuesday, September 24, 1985 at 10:05 A.M. (the hour appointed for the meeting was 9:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

Quorum present.

Aldermen Humes, Madrzyk, Kellam, Stemberk, Krystyniak and Pucinski were absent on city business.

Invocation.

Alderman Jerome M. Orbach, (46th Ward) opened the meeting with prayer.

CHICAGOANS URGED TO AID PEOPLE OF MEXICO CITY THROUGH FINANCIAL DONATIONS.

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

WHEREAS, Humankind witnessed nature's devastation when Mexico City was ravaged by two massive earthquakes recently; and

WHEREAS, Thousands of people have lost their lives as a result of the earthquake's destruction; and

WHEREAS, Thousands more have been seriously injured by the earthquake; and

WHEREAS, Thousands more are still missing among the rubble that was once the thriving central section of Mexico City; and

WHEREAS, Many Chicagoans with families and friends in the devastated area are still anxiously awaiting word on the welfare of their loved ones; and

WHEREAS, An outpouring of support from around the world has followed in the wake of the destruction in Mexico City; and

WHEREAS, Mexican authorities have issued a call for financial support to help the continuing search for survivors, to aid in the clean-up operation and to help rebuild the city; now, therefore,

Be It Resolved, That the Mayor and the City Council assembled here this 24th day of September, 1985, do hereby urge all citizens to aid the good people of Mexico City by making financial donations to authorized Chicago-area fundraising agencies; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Consul General of Mexico in Chicago.

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

On motion of Alderman D. Davis, seconded by Aldermen Santiago, Smith, Burke and Langford, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote after a moment of silent prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- CITY TREASURER AUTHORIZED TO TRANSFER
MONIES FROM WORKING CASH TO GENERAL
CORPORATE FUND.

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

September 24, 1985.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance directing the City Treasurer to transfer from the Working Cash Fund to the General Corporate Fund the sum of \$32,008,240 in anticipation of the collection of Illinois Personal Property Tax Replacement Revenue allocated to the General Corporate Fund and property tax revenue appropriated for the General Corporate Fund for the year 1985, and in anticipation of the collection of Chicago Sales Tax appropriated for the General Corporate Fund for the year 1985.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL
REVENUE BOND FOR PROJECT BY NORMAN
GLASSBERG.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$880,000 for the financing of a project by Norman Glassberg to be leased to Trade Associates Group, Ltd.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE
BOND FOR PROJECT BY ELGIN-HONEY HILL CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$3,000,000 for the financing of a project by Elgin-Honey Hill Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND FOR
PROJECT BY RIDER DICKERSON, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$700,000 for the financing of a project by Rider Dickerson, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND FOR
PROJECT BY NATION ENTERPRISES, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$800,000 for the financing of a project by Nation Enterprises, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE AND SALE OF "MULTI-FAMILY HOUSING
REVENUE BONDS, SERIES 1985" SECTION 8 (ASSISTED-
MICHIGAN BOULEVARD GARDEN APARTMENTS
MODERATE REHABILITATION PROJECT).

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

September 24, 1985.

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 an ordinance herewith providing for the issuance and sale of City of Chicago "Multi-Family Housing Revenue Bonds, Series 1985 (Section 8

Assisted-Michigan Boulevard Garden Apartments Moderate Rehabilitation Project)" in an aggregate principal amount not to exceed \$1,500,000.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH FULLERTON AUTOMOTIVE PARTS,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago, a Redevelopment Agreement with Fullerton Automotive Parts, Inc. and First National Bank of Barrington, as Trustee, for a land cost write-down in the amount of \$.50 per square foot to assist Fullerton to purchase property located at 1900 West 18th Street, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH FABER BROTHERS, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago, a Redevelopment Agreement with La Salle National Bank, as Trustee, and Faber Brothers, Inc., for a land write-down of \$.50 per square foot to assist the parties in the purchase of property located at 4139-59 South Pulaski Road, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXPANSION OF
ENTERPRISE ZONE 4 BOUNDARIES.

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

September 24, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance expanding the boundaries of Enterprise Zone 4 located on the near north side of the City.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- WITHDRAWAL OF MAYOR'S NOMINATION OF MR. THOMAS
T. BURRELL AS MEMBER OF CULTURAL AFFAIRS
ADVISORY BOARD.

Honorable Harold Washington, Mayor, submitted the following communication, which was *Referred to the Committee on Cultural Development and Historical Landmark Preservation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Thomas T. Burrell as a member of the Cultural Affairs Advisory Board submitted to you on September 25, 1984.

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

Referred -- WITHDRAWAL OF MAYOR'S NOMINATION OF DR.
SHIRLEY BUTTRICK AS MEMBER OF BOARD OF
COMMUNITY COLLEGE DISTRICT NO. 508.

Honorable Harold Washington, Mayor, submitted the following communication, which was *Referred to the Committee on Education:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Dr. Shirley Buttrick as a member of the Board of Community College District No. 508 submitted to you on April 13, 1984.

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

City Council Informed As To Miscellaneous
Documents Filed In City Clerk's Office.

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

Referred -- MAYORAL VETO OF CITY COUNCIL'S CONFIRMATION
OF WILLIAM R. SPICER AS CITY PURCHASING AGENT.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 12, 1985.

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

LADIES AND GENTLEMEN -- Pursuant to the authority vested in me by Chapter 24, paragraph 3-11-18, of the Illinois Revised Statutes, I hereby veto the motion adopted by the City Council on September 11, 1985, confirming the appointment of William R. Spicer as Purchasing Agent of the City of Chicago. I take this action based on my withdrawal of the nomination of Mr. Spicer prior to the action of the City Council which purported to approve this nomination.

Chapter 24, paragraph 8-10-15, states that the purchasing agent "shall be appointed by the Mayor by and with the consent of the corporate authorities" Prior to final confirmation by the City Council I am free to withdraw any nomination and submit the name of another person for the position. The procedures of this Council have long recognized this right and practice. Indeed, Mr. Spicer himself has recognized this power in that he has vacated his office.

On September 11, 1985, I submitted to this Council the appointment of Mary Skipton as Purchasing Agent. Since Mr. Spicer has left his office Ms. Skipton has taken the position of Acting Purchasing Agent. She will hold and perform that position until action is taken by this Council on her appointment.

On September 11, 1985, the appointment of Mr. Spicer was no longer before this Council. The motion to confirm Mr. Spicer and supercede the pending appointment of Mary Skipton was invalid and without authority. Insofar as the motion purports to create a liability against the City for Mr. Spicer's salary and an expenditure of City money, it is within my power to veto such motion. I hereby exercise that statutory power.

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

On motion of Aldermen Burke and Brady, the foregoing communication was *Referred to the Committee on Finance.*

Referred -- MAYORAL VETO OF CHICAGO ZONING ORDINANCE
AMENDMENT CONCERNING "PUBLIC UTILITY USES."

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 24, 1985.

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

LADIES AND GENTLEMEN -- I return herewith, without my approval, an ordinance passed by the City Council on September 11, 1985 amending the Chicago Zoning Ordinance. The ordinance would designate a class of uses, known as "Public Utility Uses," as special uses in Manufacturing Districts rather than permitted uses. "Public Utility Uses" would encompass a broad range of facilities, including police stations, fire stations, and water pumping stations.

I must withhold my approval of this ordinance at the present time in view of the possible impediment it presents to the location of municipal construction projects. The proposal to treat these types of facilities as special uses within a Manufacturing District requires more analysis before its effect can be properly determined.

As a consequence, I must regretfully withhold my approval of this ordinance at the present time.

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

On motion of Aldermen Burke and Kotlarz, the foregoing communication was *Referred to the Committee on Zoning*.

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

Also, copies of resolutions adopted by the Chicago Plan Commission on September 12, 1985, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Disposition of Vacant City-Owned Properties

Referral Number	Address
85-105-02	1657-59 West Monroe Street
85-106-02	105 South Paulina Street
85-109-02	1656 West Ogden Avenue
85-126-02	6052 South Rhodes Avenue
85-162-02	860 North Elston Avenue

Placed on File -- ANNUAL REPORT OF MUNICIPAL
EMPLOYEES' ANNUITY AND BENEFIT FUND.

Also, the Annual Report of the Municipal Employees' Annuity and Benefit Fund of Chicago, for the year ended December 31, 1984, submitted by B. K. Walters, Executive Director, which was *Placed on File*.

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

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

[Voucher payments printed on page 20034 of this Journal.]

City Council Informed As To Publication Of Journal.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on September 11, 1985 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on September 24, 1985, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on September 11, 1985, 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.

**Miscellaneous Communications, Reports, Etc., Requiring
Council Action (Transmitted To City Council
By City Clerk).**

(Continued on page 20035)

PERSONAL SERVICES PAID BY VOUCHER FOR AUGUST, 1985

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		AUGUST 1985
Freddie Cummings	5829 W. Midway	Consumer Services	Farmer's Mkt. Asst. Mgr.	100	4.50	p/h	94.50
Robert Cummings	5829 W. Midway	"	"	"	4.50	p/h	189.50
Loyda Gonzalez	2111 W. Harragansett	"	"	"	4.50	p/h	293.50
Christina King	3617 S. Michigan	"	"	"	5.00	p/h	767.50
Brian Miceli	4418 W. Wilson	"	"	"	4.50	p/h	441.00
Lloyd F. Miller	809 E. 101 St.	"	"	"	4.50	p/h	252.00
Jeffery Phillips	8240 S. Colfax	"	"	"	5.00	p/h	380.00
Kenneth Rawls	3427 S. Prairie	"	"	"	4.50	p/h	409.50
Michael Renbert	4739 W. Monroe	"	Consumer Ser Aide	"	7.50	p/h	1,155.00
Eric Smith	731 E. 101	"	Farmer's Mkt. Asst. Mgr.	"	4.50	p/h	253.50
Earl Wallace	1616 N. Mayfield	"	"	"	4.50	p/h	441.00
Patrick Burns	9724 S. Oakley	Fire	Fireman	"	434.52	Settlement	434.52
Dennis Griffin	2537 N. Ridgeway	"	"	"	524.52	"	524.52
John T. Hubley	4338 N. Francisco	"	"	"	24.34	"	24.34
Anton Pearson	3918 N. Pine Grove	"	"	"	388.98	"	388.98
Frank Riordan	10261 S. Ave G	"	"	"	222.88	"	222.88
Santiago Ramon Huntz	4719 W. Schubert	Mayor's Ofc.	"	"	976.36	"	976.36
Joseph Celovsky	8642 S. Kildare	Police	Policeman	"	2,100.12	b/p	2,100.12
Carmen Christia	7159 N. Ozanam	"	"	"	7,500.00	"	7,500.00
Salvatore Daculisto	6215 N. Lemai	"	"	"	15,781.33	"	15,781.33
Daniel Penney	4911 N. Central	"	"	"	4,522.14	"	4,522.14
Cleveland Walker	7730 S. Champlain	Sts & San.	Laborer	"	10.48	p/h	293.44

(Continued from page 20033)

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

American National Bank and Trust Company, U/T No. 60391 -- to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 18-I bounded by

a line 124.32 feet north of and parallel to West 72nd Street; South Western Avenue; a line 25.31 feet north of and parallel to West 72nd Street; and the alley next west of and parallel to South Western Avenue;

Joseph Chessare, as Agent, c/o George J. Skontos -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 16-M bounded by

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

Chandra K. Jha and William A. Alter -- to classify as a Residential-Business Planned Development instead of a C3-6 Commercial-Manufacturing District the area shown on Map No. 1-E bounded by

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

H. Francis Kearns -- to classify as an R3 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-G bounded by

West 32nd Place; South Throop Street; and South Benson Street;

Lurie Company -- to classify as a Communications Planned Development by supplementing all the Business Planned Development No. 277 symbols and indications shown on Map No. 2-F in the area of

120 S. LaSalle Street;

S Group -- to classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

West Diversey Parkway; a line 140.27 feet east of and parallel to North Wayne Avenue; the alley next south of and parallel to West Diversey Parkway; and North Wayne Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Ins. Co. (5) Mallorie Garner, Ruby Nanze, Carlos Rodriguez, Andreas Saindaris and Henry L. Taylor, American Family Ins. and Fredrick W. Hoemmen, Amin Pradip V., Alyinovich Andrew;

Barnes Marcellus, Bour Edward, Bozen Henry, Brown Parnell;

Campbell Ethel, Chicago Board Options Exchange, Clark Percy, Cordova Efrain;

Diaz Anibal, Dunigan Andre;

Edwards Ronald;

Flores Juana;

Gitlin Aaron, Gonzalez Oscar, Gould Maureen, Gordon Emanuel, Grove Estella;

Hill Rev. U.W., Howard Geraldine;

Jasraj Abdul Mohamad;

Klein Stephen, Kudesh H.;

Lakin Aaron, Longo Hilda D., Lumbermens Mutual Cas. Co. and Jude Kaufherr;

Mannion Michael, Miller Luther, Montgomery Ward Ins. Co. and Donald Rage, Moritz Judith, Moy Sam;

McCann John J.;

Peoples Gas Light and Coke Co. (11), Potts Thomas;

Rivera Miguel, Robert Dean Jr., Rucker Rebecca, Ryan John F. Jr.;

Schultz Barbara, Semelka Rose, Smith David, Standard Mutual Ins. Co. and Harvey Larsen, State Farm Ins. Co. (4) Sally Cordil, James Esposito, Major Washington and Kazimerz Ziembrowski, Szczudlo M.;

Taylor Julia, Terry Marsha Kay;

Underwriters Adjusting Co. (2) Anthony Iuro and Sharon Wien, United Services Auto Assn. and William Cordes

Wagner Suzanne, Walton Isom, W.F. Monroe Cigar Co., White Graham;

Yellow Cab Co.;

Zegar-Muali, Zuberi Donna.

Referred -- CERTIFICATION AS TO AMOUNT OF CITY'S
CONTRIBUTION TO MUNICIPAL EMPLOYEES'
ANNUITY AND BENEFIT FUND.

Also, a communication from B. K. Walters, Executive Director, Municipal Employees Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's contribution for the year 1986, which was *Referred to the Committee on Finance*.

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

Also, reports from the Corporation Counsel (filed in the Office of the City Clerk on September 17, 1985, addressed to the City Council (signed by Jennifer Duncan- Brice, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered for the period ending July, 1985, which were *Referred to the Committee on Finance*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**TRANSFER OF FUNDS AUTHORIZED AND DIRECTED FOR
COMMITTEE ON SPECIAL EVENTS AND
WORLD'S FAIR.**

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

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriation.

FROM:

Account	Number	Amount
For Public Hearings, Professional Services and other incidental expenses related to the 1992 World's Fair to be expended at the Direction of the Chairman of the Committee on Special Events and World's Fair.	100-9112-831	\$25,000

TO:

Account	Number	Amount
For Personal Services	100-1280-000	\$25,000

SECTION 2. The sole purpose of this transfer is to satisfy Personnel Costs in the City Council Legislative Reference Bureau.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

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

AUTHORITY GRANTED FOR REPROGRAMMING OF COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FROM YEAR XI
LOCAL OPTION CATEGORY.

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

WHEREAS, The City Council of Chicago passed an ordinance in July, 1985, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The Uptown Hull House Community Center requests \$25,000 be allocated to provide services under the Youth Crime Prevention Program sponsored by the Department of Human Services; and

WHEREAS, \$25,000 has been identified as available within the Local Option Category Account of the Year XI Community Development Block Grant Ordinance; now, therefore,

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

SECTION 1. That the sum of \$25,000 be transferred from the Local Option Account of the Year XI C.D.B.G. program to the Youth Crime Prevention Program, Uptown Hull House Community Center. Upon passage of this ordinance of the Community Development Advisory Committee shall review the ordinance within seven (7) working days.

SECTION 2. This ordinance shall be effective upon its due passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

APPOINTMENT OF MR. RALEIGH MATHIS AS EXECUTIVE
DIRECTOR OF OFFICE OF MUNICIPAL
INVESTIGATIONS WITHDRAWN.

The Committee on Finance submitted the following communication:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication concerning the withdrawal of the appointment of Raleigh Mathis as executive Director of the Office of Municipal Investigation having had the same under advisement, begs leave to report and

recommend that Your Honorable Body *Move to Accept* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

APPROVAL GIVEN TO APPOINTMENT OF MR. JOHN J.
HALPIN AS COMMISSIONER OF DEPARTMENT OF
STREETS AND SANITATION.

The Committee on Finance submitted the following communication:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication concerning the appointment of John J. Halpin as Commissioner of the Department of Streets and Sanitation having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the said proposed appointment of Mr. John J. Halpin as Commissioner of the Department of Streets and Sanitation was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

At this point in the proceedings, Alderman Burke moved to *Suspend the Rules Temporarily* to allow Mr. Halpin to address the City Council. The motion *Prevailed*

Commissioner Halpin then thanked the Mayor and the members of the City Council for their expression of confidence in him. He then promised to be honest, fair and make Chicago the cleanest City in the world.

APPROVAL GIVEN TO APPOINTMENT OF MR. LESTER
DICKINSON AS COMMISSIONER OF
DEPARTMENT OF WATER.

The Committee on Finance submitted the following communication:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication concerning the appointment of Lester Dickinson as Commissioner of the Department of Water, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the said proposed appointment of Lester Dickinson as Commissioner of Department of Water was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

At this point in the proceedings, Mayor Washington asked Commissioner Dickinson to stand and be recognized by the City Council. He then received a warm round of applause by all in attendance.

APPROVAL GIVEN TO APPOINTMENT OF MITCHELL DAYAN
AS MEMBER OF BELMONT-CENTRAL PARKING
COMMISSION (SPECIAL SERVICE AREA
NUMBER TWO).

The Committee on Finance submitted the following communication:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication concerning the appointment of Mr. Mitchell Dayan as a member of the Belmont- Central Parking Commission to replace Mr. George G. Rumentzas, for a term ending September 14, 1987, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the said proposed appointment of Mitchell Dayan as a member of the Belmont-Central Parking Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

APPROVAL GIVEN TO REAPPOINTMENTS OF RON BLACKMAN,
ROOSEVELT KIMBROUGH AND VINCE SHERIDAN AS
MEMBERS OF 95TH STREET SPECIAL SERVICE
AREA COMMISSION (SPECIAL SERVICE
AREA NUMBER FOUR).

The Committee on Finance submitted the following communication:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication concerning the reappointment of the following persons to the 95th Street Special Service Area Commission for a three-year term: Ron Blackman, Roosevelt Kimbrough and Vince Sheridan, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the said proposed reappointments of Ron Blackman, Roosevelt Kimbrough and Vince Sheridan as members of the 95th Street Special Service Area Commission were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

APPROVAL GIVEN TO APPOINTMENTS OF HAROLD ARONSON,
LES KOCOUR, JOSEPH KANDALEC, MICHAEL LOMBARDO
AND TRUDY NIKAS AS MEMBERS OF KEDZIE
INDUSTRIAL TRACT SPECIAL SERVICE
AREA COMMISSION (SPECIAL
SERVICE AREA NUMBER
SEVEN).

The Committee on Finance submitted the following communication:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication concerning the appointments of the following persons to serve as members of the Kedzie Industrial Tract Special Service Area Commission for the following terms: Harold Aronson for 2 years, Les

Kocour for 3 years, Joseph Kandalec for 2 years, Michael Lombardo for 3 years, and Trudy Nika for 3 years, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the said proposed appointments of Harold Aronson, Les Kocour, Joseph Kandalec, Michael Lombardo and Trudy Nika as members of the Kedzie Industrial Tract Special Service Area were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 36.

Nays -- None.

Alderman Natarus was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

LEVY OF TAXES AUTHORIZED FOR SPECIAL SERVICE AREA NUMBER TWO FOR YEAR 1986.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of taxes for Special Service Area Number Two, in the area of Belmont and Central, for the fiscal year 1986.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

Alderman Burke then requested that the record reflect that the said passed ordinance was transmitted to the Mayor, who affixed his signature to same at 10:36 A.M.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on June 30, 1982, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120 § 1301, et seq.); in and for that part of the City of Chicago which is within the area bounded by Henderson Street on the North, George Street on the South and fronting on Central Avenue on both East and West sides, and Long Avenue on the East, Austin Avenue on the West and fronting on Belmont Avenue on both North and South sides for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Two: that the ordinance creating such Special Service Area Number Two authorized the levy of annual taxes on all taxable property within said area for the payment of cost of furnishing maintenance, operation and upkeep of an automobile parking facility located at 3140 North Central, provided that such special annual tax shall be limited in amount so that the total of such annual maintenance tax will not exceed an annual rate of 1.5% of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area Number Two provided for the appointment of the Belmont-Central Parking Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special maintenance taxes to be levied against property within the special service area; that the Belmont-Central Parking Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Two for the fiscal year commencing January 1, 1986 and has further advised the Mayor and the City Council concerning the annual special maintenance taxes necessary to be levied in said Special Service Area Number Two for the tax year 1985 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number Two, which said special services are unique to said Area and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

*For the fiscal year beginning January 1, 1986
and ending December 31, 1986
Expenditures*

Payroll Expense	
Wages	\$14,537
Payroll Taxes	1,651
Insurance	<u>406</u>

TOTAL PAYROLL EXPENSE	<u>16,593</u>
Occupancy Expense	
Utilities	11,068
Maintenance	<u>3,332</u>
TOTAL OCCUPANCY EXPENSE	<u>14,400</u>
Administrative Expense	
Snow Plowing	3,120
Accounting and Legal	1,234
Advertising	447
Community awareness	3,000
Cleaning	553
Insurance	3,494
Office Expense	101
Security Services	21,372
Secretarial fee	500
Supplies	915
Other Administrative	130
License Fees	<u>1,140</u>
TOTAL ADMINISTRATIVE	36,007
Reserve-Major Maintenance	5,400
TOTAL OPERATING EXPENSE	72,400
for Loss of Tax in	
Collection-1%	<u>724</u>
TOTAL OPERATING EXPENSE	\$73,124
Source of Funds	
Tax Levy	<u>\$73,124</u>

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, § 1301, et seq.), and pursuant to the provisions of an ordinance adopted on June 30, 1982, establishing the "City of Chicago Special Service Area Number Two," the sum of (\$73,124) as a special tax for the tax year 1985 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Two.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September 1985, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1985 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Two, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of 1.5% of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This Ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

LEVY OF TAXES AUTHORIZED FOR SPECIAL SERVICE
AREA NUMBER THREE FOR YEAR 1986.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of taxes for Special Service Area Number Three, in the area of 63rd Street from Bell Avenue to Central Park Avenue, for the fiscal year 1986.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

Alderman Burke then requested that the record reflect that the said passed ordinance was transmitted to the Mayor, who affixed his signature to same at 10:37 A.M.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to Provide the Manner of Levying or Imposing Taxes for the Provision of Special Services to Areas within the boundaries of home rule units and non-home rule municipalities and

counties" (Ill. Rev. Stat. Chapter 120 §1301, et seq.), in and for that part of the City of Chicago which is within the area 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, for the purposes of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Three" ("Special Service Area"), the ordinance creating such Special Service Area authorized the levy of annual taxes on all taxable property within said area for the payment of the cost of furnishing financial guidance, rehabilitation promotion and economic development, provided that such special annual tax shall be limited in amount so that the total of such annual tax will not exceed an annual rate of 1.25% of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area provided for the appointment of Chicago Southwest Growth Area Commissions ("Commission"), for the purpose of recommending to the Mayor and to the City Council, a yearly budget based upon the cost of providing special services in and for the Special Service Area, and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within the Special Service Area; that the Commission has been duly appointed and qualified, and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago, and with the City Council, its recommendations for a yearly budget to finance the special services to be furnished in said Special Service Area for the fiscal year commencing January 1, 1986; and has further advised the Mayor and the City Council concerning the annual special taxes necessary to be levied in said Special Service Area for the tax year 1985 for the purpose of raising the funds necessary to provide the aforesaid special services.

SECTION 2. Appropriations. There are hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for the Special Service Area, which said special services are unique to said Special Service Area, and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within the Special Service Area, indicated as follows:

*For the fiscal year beginning January 1, 1986
and ending December 31, 1986*

Administrative Services	\$64,600
Rent	5,000
Utilities	
Gas	1,100
Electricity	1,100
Telephone	4,500
Maintenance	500
Security	660
Xerox	2,640

Equipment	1,000
Supplies	500
Dues and Subscriptions	500
Audit Fees	1,000
Postage	500
Special Projects (Economic Revitalization)	<u>66,400</u>
TOTAL	\$150,000

Source of Funds

Tax Levy	\$150,000
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SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home municipalities and counties"; (Ill. Rev. Stat. Chapter 120, §1301, et seq.), and pursuant to the provisions of an ordinance adopted on October 31, 1983 establishing the Special Service Area, the sum \$150,000 as a special tax for the tax year 1985 against all taxable property situated within the Special Service Area.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September 1985, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1985 against all the taxable property within the territory situated within the Special Service Area, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Special Service Area and such special tax shall not exceed an annual rate of 1.25% of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This Ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

LEVY OF TAXES AUTHORIZED FOR SPECIAL SERVICE AREA
NUMBER FOUR FOR YEAR 1986.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of taxes for Special Service Area Number Four, in the area of 95th Street between Western and Ashland Avenues, for the fiscal year 1986.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

Alderman Burke then requested that the record reflect that the said passed ordinance was transmitted to the Mayor, who affixed his signature to same at 10:38 A.M.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on November 28, 1983, a special service area was established pursuant to the provisions of "An Act to Provide the Manner of Levying or Imposing Taxes for the Provision of Special Services to Areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120 §1301, et seq.), in and for that part of the City of Chicago which is within the area bounded by Western Avenue on the West, Ashland Avenue on the East and fronting on both the north and south sides of 95th Street, for the purposes of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Four" ("Special Service Area"), the ordinance creating such Special Service Area authorized the levy of annual taxes on all taxable property within said area for the payment of the cost of furnishing rehabilitation services, financial guidance and promotional activities for economic development, provided that such special annual tax shall be limited in amount so that the total of such annual tax will not exceed an annual rate of 2% of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area provided for the appointment of 95th Street Special Service Area Commissions ("Commission"), for the purpose of recommending to the Mayor and to the City Council, a yearly budget based upon the cost of providing special services in and for the Special Service Area, and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within the Special Service Area; that the Commission has been duly appointed and qualified, and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago, and with the City Council, its recommendations for a yearly budget to finance the special services to be furnished in said

Special Service Area for the fiscal year commencing January 1, 1986; and has further advised the Mayor and the City Council concerning the annual special taxes necessary to be levied in said Special Service Area for the tax year 1985 for the purpose of raising the funds necessary to provide the aforesaid special services.

SECTION 2. Appropriations. There are hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for the Special Service Area, which said special services are unique to said Special Service Area, and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within the Special Service Area, indicated as follows:

*For the fiscal year beginning January 1, 1986
and ending December 31, 1986*

Executive Director	\$25,000
Administrative Expenses	5,000
Insurance	2,000
Snowplow/Maintenance	8,000
Security	5,000
Seasonal Decorations/Promotions	<u>5,000</u>
TOTAL	\$50,000

Source of Funds

Tax Levy	\$50,000
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SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home municipalities and counties"; (Ill. Rev. Stat. Chapter 120, §1301, et seq.), and pursuant to the provisions of an ordinance adopted on November 28, 1983 establishing the "City of Chicago Special Service Area," the sum \$50,000 as a special tax for the tax year 1985 against all taxable property situated within the Special Service Area.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September 1985, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1985 against all the taxable property within the territory situated within the Special Service Area, the amount of such special taxes herein levied to be in

addition to and in excess of all other taxes to be levied and extended against all taxable property within the Special Service Area and such special tax shall not exceed an annual rate of 2.0% of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This Ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

LEVY OF TAXES AUTHORIZED FOR SPECIAL SERVICE
AREA NUMBER SIX FOR YEAR 1986.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of taxes for Special Service Area Number Six, in the area on Lawrence Avenue from the Chicago River to Pulaski Road, for the fiscal year 1986.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

Alderman Burke then requested that the record reflect that the said passed ordinance was transmitted to the Mayor, who affixed his signature to same at 10:38 A.M.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on December 28, 1984, a special service area was established pursuant to the provisions of "An Act to Provide the Manner of Levying or Imposing Taxes for the Provision of Special Services to Areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120 §1301, et seq.), in and for that part of the City of Chicago which wholly or partially fronting the Chicago River; Kedzie Avenue from the alley north of Lawrence Avenue to Montrose Avenue; Kimball Avenue from the alley north of Lawrence to Leland Avenue; Pulaski from Foster Avenue to Montrose Avenue, excepting those properties on the west side of Pulaski which lie south of tax parcel 13-15-207-042, and north of Wilson Avenue, and excepting those properties on the west side of Pulaski south tax parcel 13-15-239-038 and north of Montrose Avenue for the purposes of furnishing

special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Six" ("Special Service Area"), the ordinance creating such Special Service Area authorized the levy of annual taxes on all taxable property within said area for the payment of the cost of furnishing revitalization, economic development program services within the boundaries of said Special Service Area, provided that such special annual tax shall be limited in amount so that the total of such annual tax will not exceed an annual rate of .0049% of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area provided for the appointment of the Albany Park/Mayfair Special Service Area Commission ("Commission"), for the purpose of recommending to the Mayor and to the City Council, a yearly budget based upon the cost of providing special services in and for the Special Service Area, and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within the Special Service Area; that the Commission has been duly appointed and qualified, and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago, and with the City Council, its recommendations for a yearly budget to finance the special services to be furnished in said Special Service Area for the fiscal year commencing January 1, 1986; and has further advised the Mayor and the City Council concerning the annual special taxes necessary to be levied in said Special Service Area for the tax year 1985 for the purpose of raising the funds necessary to provide the aforesaid special services.

SECTION 2. Appropriations. There are hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for the Special Service Area, which said special services are unique to said Special Service Area, and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within the Special Service Area, indicated as follows:

*For the fiscal year beginning January 1, 1986
and ending December 31, 1986*

I.	Business Development	\$32,355.49
II.	Street Fairs, promotions	13,497.74
III.	Financial Assistance Services for economic development area	31,184.69
IV.	Planning and Implementing Projects for Neighborhood Revitalization	25,558.68
	Administration, Management Assistance	<u>33,571.68</u>
	TOTAL EXPENSES	\$136,168.28

Source of Funds

Tax Levy	\$136,168.28
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SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home municipalities and counties"; (Ill. Rev. Stat. Chapter 120, §1301, et seq.), and pursuant to the provisions of an ordinance adopted on December 28, 1984 establishing the Special Service Area, the sum \$136,168.28 as a special tax for the tax year 1985 against all taxable property situated within the Special Service Area.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September 1985, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1985 against all the taxable property within the territory situated within the Special Service Area, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Special Service Area and such special tax shall not exceed an annual rate of .0049% of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This Ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR EXECUTION OF LOAN AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO
LA MARK DEVELOPMENT PARTNERSHIP FOR PROJECT
AT 355 NORTH ASHLAND AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan agreement for Community Development Block Grant Funds in the amount of \$215,000, which will be lent to LaMark Development Partnership for a project to be located at 355 North Ashland Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, Chapter 15.2 of the Municipal Code of the City of Chicago established the Department of Economic Development ("D.E.D."); and

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

WHEREAS, D.E.D. has funds available to it from the U.S. Department of Housing and Urban Development ("H.U.D.") in the form of Community Development Block Grant Funds, Year X block grant monies ("C.D.B.G. funds"); and

WHEREAS, Borrower desires to borrow and Lender desires to lend the sum of \$215,000 (the "Loan") of C.D.B.G. funds for the purposes of acquisition, redevelopment, and rehabilitation of an approximate 21,476-square foot site improved with a four-story building located at 355 North Ashland Avenue, and sometimes referred to as the Guardian Building; and

WHEREAS, Borrower intends to operate the premises as a business incubator, the purpose of which is to assist and aid in the development and expansion of small, start-up and fledgling businesses, by offering such businesses (a) the rental of plant and office facilities, (b) shared access to centrally located business service staff and equipment, such as, but not limited to typists, receptionists, reproductive equipment, typewriters, mailing machines, and other support equipment and services which generally are included in the category of business overhead costs under generally accepted accounting principals, (c) direct or indirect technical, business, and/or industrial assistance, consultation, expertise necessary or useful in the development of small, start-up and fledgling businesses, all of the aforesaid services and equipment to be offered and supplied to said businesses, at rates that are conducive to the development and growth of incubator-qualifying businesses; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, an Acquisition and Construction Loan Agreement, which obligates the City of Chicago, upon the granting of sufficient security and assurances to lend \$215,000 in Community Development Block Grant Funds, Year X block grant monies to La Mark Development Partnership, for the purposes of acquiring, rehabilitating and redeveloping an approximate 21,476-square foot site improved with a four-story building located at 355 North Ashland Avenue, for purposes of developing a business incubator, as further described in the Acquisition and Construction Loan Agreement, substantially in the form as attached hereto.

SECTION 2. The Commissioner of the Department of Economic Development of the City of Chicago is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary, proper or useful to effectuate the terms of

the Acquisition and Construction Loan Agreement, said Acquisition and Construction Loan Agreement being substantially in the form as attached hereto.

SECTION 3. The Commissioner of the Department of Economic Development of the City of Chicago is further authorized to require, as a condition precedent to disbursement, that the Borrower provide all documentation, financial or otherwise, information, assurances, guaranties and other evidentiary items reasonably required for the disbursement and repayment of the loan and the fulfillment of any requirements under the Acquisition and Construction Loan Agreement.

SECTION 4. This ordinance shall be effective from and after its passage.

Acquisition and Construction Loan Agreement attached to this ordinance reads as follows:

Acquisition and Construction Loan Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City Of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602, and LaMark Development Partnership, an Illinois limited partnership with its principal offices located at 355 North Ashland Avenue, Chicago, Illinois, 60607 ("Borrower"), and whose general partners are William D. Markle and June T. Lavelle.

Recitals:

Whereas, Chapter 15.2 of the Municipal Code of the City of Chicago establishes the Department of Economic Development ("D.E.D."); and

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

Whereas, D.E.D. has funds available to it from the U.S. Department of Housing and Urban Development ("H.U.D.") in the form of Community Development Block Grant Funds, Year X block grant monies ("C.D.B.G. funds"); and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$215,000 ("Loan") of C.D.B.G. funds for the purposes of acquisition, redevelopment, and rehabilitation of an approximate 21,476-square foot site improved with a four-story plus basement mill constructed building located at 355 North Ashland Avenue, and sometimes referred to as the Guardian Building; and

Whereas, Borrower intends to operate the premises as a business incubator, whose purpose is to assist and aid in the development and expansion of small, start-up and fledgling businesses, by offering such businesses (a) the rental of plant and office facilities, (b) shared access to centrally located business service staff and equipment, such as, but not limited to typists, receptionists, reproduction equipment, typewriters, mailing machines, and other support equipment and services which generally are included in the category of

business overhead costs under generally accepted accounting principles, (c) direct or indirect technical, business, and/or industrial assistance, consultation, expertise necessary or useful in the development of small, start-up and fledgling business; all of the aforesaid services referred to in (a) through (c) above to be offered and supplied to said businesses at rates that are conducive to the development and growth of incubator-qualifying businesses.

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

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

Section 2. Definitions. 2.01 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Loan Documents" (as hereinafter defined).

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

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

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

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

2.06 "Loan Documents" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower, which relates to this Agreement or the Loan.

2.07 "Property" shall mean that certain real estate located at 355 North Ashland Avenue, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

Section 3. Loan. The Loan shall be made upon the following terms and conditions:

3.01 The principal sum of the Loan shall be \$215,000.

3.02 The term of the Loan shall be 10 years.

3.03 The rate of interest charged on the Loan, per annum, shall be 5%, fixed, simple interest of the then outstanding principal balance during years 1 and 2 of the Loan Term and 6%, fixed, simple interest for years 3 through 10 of the Loan Term.

3.04 Repayment of principal shall be deferred, and interest shall be deferred and accrued during years 1 and 2 of the Loan Term, which interest shall be added to the principal balance at the end of the twenty-fourth month immediately following the first disbursement by Lender to Borrower under the Loan. Monthly repayments of principal and interest shall begin in year 3 of the Loan Term, with monthly, level payments of principal and interest amortized over a 15 year period, with a balloon payment due and payable at the end of year 10. Payments shall be made on or before the 25th day of the month commencing on the 25th day of the first full month after the end of the deferral period, in the amount(s) set forth on Lender's statement to Borrower.

3.05 Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes as follows: (a) no more than \$85,000 shall be used for acquisition of the Property, (b) no more than \$130,000 shall be used for redevelopment and rehabilitation of the Property; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

3.06 The entire Loan balance plus accrued interest may be pre-paid at any time without penalty.

3.07 If the Borrower is unable to repay the Loan balance due and owing at the end of year 10, provided, however, Borrower's inability to repay is only after Borrower has in good faith exhausted all reasonable methods and manner of timely repayment, then, at the Lender's option, repayments shall continue for a period of no more than five years following the end of year 10, with a new, five year amortization schedule, beginning in year 10, with an interest in years 10 through 15, at a floating rate equivalent to the prime rate on loans of 90 days or less as charged by First National Bank of Chicago, Illinois, plus an additional one percent (1%) per annum. Whereupon, Borrower, shall make monthly level repayments at the above-stated floating interest rate for a period of no more than five years, until all sums due and owing under the Loan are retired.

3.08 Lender shall agree to relinquish the first mortgage position which Borrower shall grant unto Lender as a condition precedent to disbursement of the Loan hereunder, to Lender-approved conventional mortgage financing, arranged by Borrower, if and only if said Lender-approved conventional mortgage financing is used to take-out or retire the

Loan from Lender on a dollar for dollar basis, whereupon, Lender shall agree to take a second mortgage position to the said Lender-approved conventional mortgage financing. Notwithstanding the foregoing, in no event shall Lender be required to consent to any additional financing, whether by a take-out lender or otherwise, nor shall the Lender be required to relinquish its first mortgage position, if the additional or replacement financing proposed by Borrower is less than the sum of \$115,000. In no event, however, shall take-out financing be used to take-out or retire Borrower's \$50,000 equity contribution to the Project, which funds at all times shall remain committed to, and used and useful in, the Project, for so long as the Loan from Lender remains due and owing.

3.09 Borrower's \$50,000 equity contribution referred to in the immediately preceding paragraph shall be in the form of \$40,000 cash or cash equivalent plus a \$10,000 promissory, demand note by William D. Markel to the Lender.

Section 4. Grant of Security Interest. To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to:

4.01 The Property, in the form of a first mortgage, except as hereafter qualified.

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

4.03 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.04 Borrower shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which statements and agreements shall be recorded with the Cook County Recorder of Deeds, the Secretary of State of Illinois, and such other locations as Lender may demand to perfect its security interest in the Collateral.

4.05 Borrower shall assign all leases and leasehold interests entered into with respect to the Property to the Lender, in addition to all rents and receipts of the Property. Borrower further agrees to notify Lender of all renewals, extensions, cancellations, alterations and changes to leases and leasehold interests now existing or hereafter entered into or created. Borrower further agrees that Lender at all times shall have access to all of Borrower's books and records related to all leases and leasehold interests in the property.

4.06 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to Lender- approved conventional mortgage financing, as further described in paragraph 3.08 above.

4.07 Borrower agrees that William D. Markle and June T. Lavelle shall personally guaranty the Loan.

4.08 Borrower shall furnish the City with a performance and completion bond or other acceptable collateral in an amount and upon terms which may be required by the Commissioner of D.E.D.

Section 5. Conditions Precedent.

The following shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:

5.01 Borrower shall have no less than \$50,000 on hand or irrevocably available to it to complete its obligations under this Agreement and shall have identified the sources of said funds, and Borrower shall so certify to Lender. Borrower shall use said funds for costs associated with acquisition of the Project, and said funds shall at all times remain committed to, and used and useful in the project, for so long as the Loan from Lender remains due and owing, or outstanding.

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

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

5.04 Personal guarantee of repayment of the Loan shall be made by William D. Markle and June T. LaVelle.

5.05 Borrower shall have performed all of the then pending obligations of Borrower under this Agreement and the Loan Documents.

5.06 Lender shall be satisfied as to the continuing accuracy of the Project budget and other financial documentation submitted by Borrower.

5.07 No default shall have occurred under this Agreement or under any of the Loan Documents.

5.08 Lender shall have received evidence satisfactory to it that all proceeds of the Loan disbursed to date have been applied to payment of costs of the Project, and in accordance with this Agreement and the Loan Documents.

5.09 Borrower shall have executed this Agreement, a First Mortgage and Security Agreement, Uniform Commercial Code financing statements, a Promissory Note for \$215,000, and shall have executed or provided any other Loan Documents or documentation reasonably required by the Commissioner of D.E.D.

5.10 Borrower shall provide lender with construction contracts and bids verifying that the renovation costs will not exceed \$155,000.

Section 6. Special Conditions Precedent for Construction Loan Disbursements.

6.01 Reincorporates Section 5 above.

6.02 Borrower shall establish a construction escrow at a Lender-approved title company for the disbursement of all loan proceeds to be used for construction. All construction-related disbursements shall be made pursuant to Lender-approved escrow instructions, which shall include, among other things, the following items:

(a) At least ten (10) business days prior to, and as a condition to construction disbursements, Borrower shall furnish to Lender the following documents covering each disbursement:

(i) Borrower's disbursement request ("Request for Advance") stating the amount of the requested disbursement, exclusive of interest, directing the Lender to disburse such funds in accordance with this Agreement and the escrow instructions, and

(ii) the Request for Advance shall certify to Lender, as of the date of the draw request, that (a) the Request for Advance represents the actual amount payable to contractors and/or subcontractors who have performed work on the Project, and indicating what payment requests, if any, have been received but not yet approved by Borrower, (b) no Event of Default or condition or event which, with the giving of notice or passage of time or both would constitute a default under this Agreement or any of the Loan Documents, (c) all representations and warranties contained in this Agreement are true and correct as of the date of the Request for Advance, (d) Borrower has received no notice and has no knowledge of any claims, or liens either filed or threatened with respect to the Property or security, except those specifically disclosed to Lender in writing, and (e) all work and materials theretofore furnished in connection with or for the Project conform with the plans and/or specifications submitted to Lender.

(b) Borrower shall provide to the Lender contractor's and/or subcontractor's sworn statements and waivers of liens, covering all work for which disbursement is to be made inclusive of the date of each Request for Advancement, otherwise paid or to be paid for by the Borrower or any other person, all in compliance with all applicable mechanics' lien laws of the State of Illinois, and with the requirements of the title insurance company and/or escrow agent, together with such invoices, documents, contracts and other information which the Lender, title company, and/or escrow agent may require.

(c) Endorsements to the title insurance policy to cover the amount and date of the construction disbursement, insuring that the mortgage is a first, prior and senior lien (subject to the exceptions contained in this Agreement and other permitted exceptions as approved by Lender), and that nothing has intervened to affect the priority and/or the validity of the Lender's security interest, and insuring against mechanics' lien claims for work performed up to the date of each disbursement, and containing an interim certification to cover the amount of the loan then disbursed, including the then current Request for Advancement.

(d) Such other documentation or information as the title insurance company and/or escrow agent may require as a condition precedent to disbursement and/or interim or final endorsement of the title insurance policy.

6.03 Lender may, at the time of initial disbursement under the construction loan, or thereafter from time to time according to its reasonable discretion, hold back up to 10% of the amount then held or remaining in escrow, for the purposes of covering any unpaid loan expenses of Lender, whether actual or estimated, and/or any amount estimated by Lender which has or will accrue for, fees and charges, claims, and other expenses associated with or arising out of the Project, and to cover costs necessary as a precondition to any interim title policy endorsements or issuance of the title policy.

Section 7. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

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

7.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois limited partnership duly organized and existing and in good standing under the laws of the state of its creation and/or authorizations as represented at the beginning of this Agreement, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's Certificate of Limited Partnership, partnership agreements, or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have

good, indefeasible and merchantable title to and ownership of the Collateral (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates and consents including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

7.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies a first and senior secured lien position on all of the Collateral, except as provided in Article 4 above. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 7.03.

7.04 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

7.05 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or Liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided

that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

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

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

Section 8. Maintaining Records/Right to Inspect. 8.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or the Department of Housing and Urban Development ("H.U.D.") necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and H.U.D.

8.02 Any duly authorized representative of the Lender or H.U.D. shall, at all reasonable times, have access to all portions of the Project.

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

Section 9. Jobs. 9.01 Borrower shall use its best efforts to create approximately 30 new, permanent jobs within 48 months after execution of this Agreement.

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

Section 10. Events of Default. Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) default in the payment or performance of any obligations or of any covenants or liabilities contained or referred to herein which default shall continue for a period of ten (10) days following notice thereof to Borrower; (b) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any

material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (d) of this Section 9, continuing for a period of sixty (60) days after notice thereof to Borrower; or (e) any default to a Lender approved senior loan, as provided in Section 4 hereof, after the expiration of any applicable cure period thereunder, to accelerate its loan, (f) failure to at all times operate the Property for incubator purposes, defined as aiding, and assisting in the development of small, fledgling and start-up businesses, by providing rental of office and industrial space, business support services and equipment, such as, but not limited to typists, receptionists, typewriters, telephones, reproduction equipment, and other services and equipment generally included in the category of business overhead costs under generally accepted accounting principles, and providing technical, industrial and consulting assistance, all of the above referenced-equipment, services and leases to be offered to all incubator-qualifying businesses at a rate that is conducive to the development of small, fledgling and start-up businesses.

Section 11. Remedies. Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et. seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by

Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 12. No Waiver by Lender. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

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

Section 13. Labor Standards. If Loan proceeds are used for construction, Borrower shall be required to meet (including all contractors of Borrower) labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276-a-5).

Section 14. Prepayment. This Loan may be prepaid at anytime without premium or penalty.

Section 15. Equal Employment. Borrower and its successors and assigns, agree that during the term of the Loan:

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

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

15.3 Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party who breaches this covenant.

Section 16. Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the Lender, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or any association or relationship involving Lender.

Section 17. Conflict of Interest. No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 18. Limitation of Liability. Borrower expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower, its successors or assigns in the event of any default or breach by Lender under this Agreement.

Section 19. Non-Assignability.

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

19.02 Borrower consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 20. Additional Provisions.

20.01 This Agreement may not be altered or amended except by written instrument signed by all parties hereto.

20.02 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States mails, registered or certified, return receipt requested, first class postage, prepaid and addressed as follows:

If To Lender:	Department of Economic Development of the City of Chicago Room 2800 20 North Clark Street Chicago, Illinois 60602 Attention: Commissioner
---------------	--

If To Borrower:	LaMark Development Partners 355 North Ashland Avenue Chicago, Illinois 60607 Attn: William D. Markle
-----------------	---

With Copies To:	Corporation Counsel of the City of Chicago Room 511 - City Hall 121 North LaSalle Street Chicago, Illinois 60602
-----------------	--

Keck, Mahin and Cate
Sears Tower, Room 8300
Chicago, Illinois 60602
Attn: John Truskowski

The parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

20.03 If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

20.04 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

20.05 Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

20.06 The captions and headings of various Articles and Sections of this Agreement and exhibits and schedules, if any, are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

In Witness Whereof, Lender and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

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

Given under my hand and Notarial Seal this _____ day of
_____, 198_____.

Notary Public

My Commission Expires _____

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH FARLEY CANDY COMPANY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with the Farley Candy Company for land write-down assistance in the purchase of property located at 2945 West 31st Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 36.

Nays -- None.

Alderman Burke was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated August 13, 1985 has approved a redevelopment project which obligates the City of Chicago to assist Farley Candy Company Corporation in the acquisition of certain real estate; and

WHEREAS, Farley Candy Company intends to adapt the facility located on the subject property for use as a combined office and candy production facility which is expected to result in the addition of two hundred and fifty (250) employees within thirty-six (36) months of closing; 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, upon review of the Corporation Counsel as to form and legality, and subject to the approval of the United States Department of Commerce Economic Development Administration, is authorized to execute a Redevelopment Agreement which will obligate the City of Chicago to assist Farley Candy Company in the acquisition of approximately 366,702 square feet of property located at 2945 West 31st Street in the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the term of the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A.

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

Redevelopment Agreement (Exhibit A) attached to this ordinance reads as follows:

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), Farley Candy Company, with offices presently at 4820 Searle Parkway, Skokie, IL 60077 ("Purchaser"), and Bradner Central Paper Company, with offices at 333 South Desplaines, Chicago, IL ("Seller").

Recitals:

Whereas, D.E.D. was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, D.E.D. has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated April 17, 1985 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 2945 West 31st Street, Chicago, IL ("Property") for the total amount of \$1,275,000, which Purchaser will rehabilitate and equip for use as a combined office and candy production facility ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated August 13, 1985, approved Purchaser's request; and

Whereas, the Project will result in the retention of three hundred and forty-two (342) permanent jobs, and create an estimated two hundred and fifty (250) new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, the Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$.50 times the total square footage of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall improve property by modifying docks and installing plumbing, electrical, air conditioning, high pressure steam boilers, and office improvements. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid expansion shall be no later than October 1, 1988.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately four hundred (400) permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than October 1, 1985.

(d) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the property under tender of conveyance by Seller in conformance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

The improvements described in Section III shall be completed no later than October 1, 1988.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the Property in a land trust of which Purchaser is the sole beneficiary in which event the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Purchaser shall not close or abandon the Property for a period of five years after disbursement of funds under this Agreement.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or liens to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for

constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section III or to guarantee such construction or completion; nor shall any covenant or other provisions be construed to so obligate such holder. Nothing in this Section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XIII. Enforced Delay in Performance.

Neither the City nor Purchaser nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment, or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control or without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives not Individually Liable.

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

interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the defaulting party shall upon written notice thereof immediately proceed to cure or remedy such default within 60 days after receipt of such notice.

(b) If the default shall exist and be continuing under any Section of this Agreement except Section X hereof, after all applicable cure periods have passed, the City may in its sole discretion institute proceedings to obtain specific performance, or in the alternative obtain return of all funds advanced plus interest at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 days unsecured loans ("Prime Rate").

(c) Upon default under Section X only, the City may at its sole option demand Purchaser immediately remit to the City an amount equal to the funds advanced by the City pursuant to Section II of this Agreement, plus interest from the date of disbursement of said grant funds at the rate of 10% per annum.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or Legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

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

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U.S. Mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City: Department of Economic Development
of the City of Chicago
20 North Clark Street
Room 2800
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser: Michael S. Gotkin, Sr. VP/Gen. Cnsl/Secy
Farley Candy Company
4820 Searle Parkway
Skokie, Illinois 60077

If to Seller: Pete Cavello
Bradner Central Paper Company
333 South Desplaines Street
Chicago, Illinois 60606

(c) If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(e) This Agreement shall be recorded by the City at the office of the Cook County Recorder of Deeds.

In Witness Whereof, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL REVENUE BOND
FOR PROJECT BY HELIX, LIMITED, LOCATED AT
310 SOUTH RACINE AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond for the financing of a project by Helix, Limited, in the amount of \$3,200,000 located at 310 South Racine Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is a duly organized and validly existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

WHEREAS, The Issuer pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended, as the same is in effect on the date hereof (the

"Enabling Ordinance"), is authorized and empowered to issue its economic development limited obligation revenue bonds for the purpose of making a loan of the proceeds thereof to finance the sum total of all reasonable or necessary costs incidental to the acquisition, construction, repair, improvement or extension of "projects" (as defined in the Enabling Ordinance) located within the municipal boundaries of the Issuer, without conveyance of said project to the Issuer, to the end that the Issuer may create and preserve employment opportunities, encourage the development of business, industry and commerce, and promote the retention and expansion of existing commercial and industrial enterprises within the boundaries of the Issuer; and

WHEREAS, The Issuer, in order to implement the public purposes enumerated in the Enabling Ordinance and in furtherance thereof, passed that certain ordinance on January 23, 1985 to induce Helix, Limited, a Delaware corporation for profit (the "Obligor"), to expand, improve and equip a building (hereinafter collectively referred to as the "Project"), located within the municipal boundaries of the Issuer, which project is to be owned and operated by the Obligor as a corporate headquarters and a manufacturing and commercial facility and will be of the character and will accomplish the public purposes enumerated in the Enabling Ordinance, and the Issuer is willing to issue its economic development limited obligation revenue bonds to finance the Project upon the terms which will be sufficient to pay all or a portion of the cost of expansion, improvement and equipping of the Project, and related expenses, all as set forth in the provisions of the Agreement, hereinafter defined; and

WHEREAS, It is estimated that the cost of expansion, improvement and equipping of the Project and related expenses, including the costs relating to the preparation and issuance of the City of Chicago, Illinois Economic Development Limited Obligation Revenue Bonds (Helix, Limited Project), Series 1985 (the "Series 1985 Bonds"), will not be less than \$3,200,000; and

WHEREAS, The Project will create and preserve employment opportunities and promote the retention of existing commercial business within the municipal boundaries of the Issuer; and

WHEREAS, The Issuer proposes to sell the Series 1985 Bonds upon a private negotiated basis to American National Bank and Trust Company of Chicago (the "Purchaser"); and

WHEREAS, Payment of the principal of, premium, if any, and interest on the Series 1985 Bonds will be secured by a pledge and assignment of the loan repayments, as defined in the Agreement; and

WHEREAS, The Issuer has been informed by its counsel that the Series 1985 Bonds shall be special, limited obligations of the Issuer and shall never be payable from the tax revenues, general funds, properties or other assets of the Issuer but shall be payable solely and only from the security, as hereinafter defined, and that no holder of the Series 1985 Bonds shall have the right to compel any exercise of the taxing powers of the Issuer to pay the Series 1985 Bonds, the interest or premium, if any, thereon and that the Series 1985 Bonds shall not constitute a debt of the Issuer or loan or pledge of the credit of the Issuer within the meaning of any constitutional, statutory or charter provision; now, therefore,

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

SECTION 1. Declaration of Public Purpose. It is hereby determined that the issuance, sale and delivery of the Series 1985 Bonds and the loaning of the proceeds thereof to the Obligor to finance the expansion, improvement and equipping of the Project is an essential public purpose of the Issuer and will relieve conditions of unemployment and encourage the increase of commerce and industry within the City of Chicago, Illinois, and thereby reduce the evils attendant with unemployment and provide for the increased welfare and prosperity of the residents of the City of Chicago, Illinois and that the Project is a "project" as defined in the Enabling Ordinance.

SECTION 2. Issuance of the Series 1985 Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided and authorized herein and in that certain Trust Indenture by and between the Issuer and American National Bank and Trust Company of Chicago (the "Trustee"), dated as of September 1, 1985 (the "Indenture"), the terms of which are hereby incorporated by reference, and pursuant to the authority and provisions of the Enabling Ordinance, the Series 1985 Bonds for the purpose of making a loan of the proceeds thereof to the Obligor in order to assist the Obligor in financing the cost of the expansion, improvement and equipping of the Project. The Series 1985 Bonds shall be issued in the amount of \$3,200,000 and shall be designated, mature, bear interest, be subject to redemption and prepayment as provided under the terms of the Indenture and the Bond Form Appendix attached thereto and made a part thereof.

SECTION 3. Execution of Documentation. The Mayor and City Clerk of the Issuer are hereby authorized and directed to execute the Series 1985 Bonds, the Indenture, that certain Loan Agreement by and between the Issuer and the Obligor, dated as of September 1, 1985 (the "Agreement"), the terms of which are hereby incorporated by reference, and that certain Bond Purchase Agreement among the Issuer, the Purchaser and the Obligor, dated as of September 1, 1985 and that certain Direct Payment Agreement among the Issuer, the Trustee, the Purchaser and the Obligor, dated as of September 1, 1985.

SECTION 4. Limited Obligation. The Series 1985 Bonds shall be a limited obligation of the Issuer payable solely and only from the Security as defined, pledged and assigned in the Indenture. The Series 1985 Bonds shall not constitute a debt or a general obligation of the Issuer within the meaning of any statutory, constitutional or charter provision or limitation and shall never be payable from the tax revenues, general funds, properties or other assets of the Issuer, but shall be payable solely and only from the Security.

SECTION 5. Lien on Security. The Issuer hereby confirms its pledge and assignment of all of its right, title and interest in and to the Security as provided in the Indenture, which pledge shall be valid and binding upon the issuance, sale and delivery of the Series 1985 Bonds. The Issuer hereby creates and confirms the creation under the Indenture of a lien on the Security in favor of the Trustee, all pursuant to the provisions of this Ordinance and the Enabling Ordinance. Any of the Security so pledged and thereafter received by or on behalf of the Issuer immediately shall be subject to the lien of such pledge without a physical delivery, filing or further act and neither the Indenture nor this Ordinance need be filed or recorded. The lien of such pledge shall be valid and binding as against parties having claims of any kind in tort, contract, or otherwise against the Issuer, irrespective of whether the parties have notice thereof.

SECTION 6. Execution and Delivery of Other Documentation -- Changes. In order to provide for the issuance, sale and delivery of the Series 1985 Bonds, and the consummation of the transactions contemplated thereby and hereby the Mayor and the City Clerk are hereby authorized and directed to execute and deliver, in the name and on behalf of the Issuer, the Series 1985 Bonds, the Bond Purchase Agreement, the Agreement, the Direct Payment Agreement and the Indenture in substantially the forms thereof submitted to the City Council with this Ordinance, which instruments are hereby approved, with such changes therein not inconsistent with this Ordinance and not substantially adverse to the Issuer as may be permitted by the Enabling Ordinance and approved by the officials executing the same on behalf of the Issuer. The approval of such changes by such officials, and the determination that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such revised instruments. The Mayor, the City Clerk, the Corporation Counsel and any Assistant Corporation Counsel, as may be appropriate, are further authorized and directed to execute and deliver such supplemental indentures, certificates, financing statements, assignments and instruments as are, in the opinion of bond counsel, necessary or appropriate to perfect the pledge and assignment set forth in the Indenture and confirmed hereunder and to consummate the transactions contemplated by this Ordinance, the Series 1985 Bonds, the Bond Purchase Agreement, the Agreement, the Direct Payment Agreement and the Indenture.

SECTION 7. Severability. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 8. Captions. The captions or headings of this Ordinance are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 9. Provisions in Conflict Repealed -- Publication. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be published by the City Clerk as required by law, and copies hereof shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 10. Acknowledgement of Public Hearing. The action of the Commissioner of Economic Development of the City of Chicago, Illinois in publishing a notice of public hearing as required by Section 103(k) ("Section 103(k)") of the Internal Revenue Code of 1954, as amended (the "Code"), is hereby in all respects ratified and confirmed. This City Council hereby acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago, Illinois January 31, 1985 and does hereby declare that this Ordinance constitutes the public approval required by Section 103(k).

SECTION 11. Allocation of Private Activity Bond Limit. The City hereby allocates from the City's private activity bond limit established pursuant to Section 103(n)(5) of the Code for calendar year 1985 an amount not to exceed \$3,200,000 for the purposes of qualifying for a tax exemption for the Bonds under Section 103 of the Code.

SECTION 12. Effective Date. This ordinance shall be in full force and effect immediately upon and after its passage.

[Bond Purchase Agreement, Direct Payment Agreement, Memorandum of Agreement, Loan Agreement and Trust Indenture are omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH TRI-PACK CORPORATION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with the Tri-Pack Corporation for land write-down assistance in the purchase of property located at 2828 South Lock Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce, and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated August 13, 1985, has approved a redevelopment project which obligates the City of Chicago to assist Tri-Pack Corporation in the acquisition of certain real estate; and

WHEREAS, Tri-Pack Corporation intends to acquire, upgrade and equip the subject property for its continuing use as a combined office and point-of-purchase display manufacturing building, which is expected to result in the addition of thirty-eight (38) employees within thirty-six (36) months of closing; 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, upon review of the Corporation Counsel as to form and legality, and subject to the approval of the United States Department of Commerce Economic Development Administration, is authorized to execute a redevelopment agreement which will obligate the City of Chicago to assist Tri-Pack Corporation in the acquisition of approximately 147,000 square feet of property located at 2828 South Lock Street in the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the term of the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A.

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

Redevelopment Agreement (Exhibit A) attached to this ordinance reads as follows:

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), Tri-Pack Corporation, with offices presently at 2828 South Lock Street, Chicago, Illinois 60608 ("Purchaser"), and American National Bank and Trust Company, not individually but as Trustee under Trust Agreement dated May 26, 1976 and known as Trust No. 38857, with offices at 33 N. LaSalle St. Chicago, IL 60602 ("Seller").

Recitals:

Whereas, D.E.D. was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, D.E.D. has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated December 1, 1976 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 2828 South Lock Street ("Property") for the total amount of \$750,000, which Purchaser will equip with a new scrap waste baling system ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated August 13, 1985, approved Purchaser's request; and

Whereas, the Project will result in the retention of one hundred forty-two (142) permanent jobs, and create an estimated thirty-eight (38) new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$.50 times the total square footage of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall improve property by installing a new scrap waste baling system and upgrading the electrical system at a cost of \$185,000. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid expansion shall be no later than December 31, 1988.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately one hundred and eighty (180) permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than November 30, 1985.

(d) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the property under tender of conveyance by Seller in conformance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

The improvements described in Section III shall be completed no later than December 31, 1988.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the Property in a land trust of which Purchaser is the sole beneficiary in which event the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Purchaser shall not close or abandon the Property for a period of five years after disbursement of funds under this Agreement.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or liens to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section III or to guarantee such construction or completion; nor shall any covenant or other provision be construed to so obligate such holder. Nothing in this Section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XIII. Enforced Delay in Performance.

Neither the City nor Purchaser nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment, or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control or without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX, and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the defaulting party shall upon written notice thereof immediately proceed to cure or remedy such default within 60 days after receipt of such notice.

(b) If the default shall exist and be continuing under any Section of this Agreement except Section X hereof, after all applicable cure periods have passed, the City may in its sole discretion institute proceedings to obtain specific performance, or in the alternative obtain return of all funds advanced plus interest at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans ("Prime Rate").

(c) Upon default under Section X only, the City may at its sole option demand Purchaser immediately remit to the City an amount equal to the funds advanced by the City pursuant to Section II of this Agreement, plus interest from the date of disbursement of said grant funds at the rate of 10% per annum.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

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

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U. S. Mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:

Department of Economic Development
of the City of Chicago
20 North Clark Street
Room 2800
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser:

Mr. Michael Baer, Comptroller
Tri-Pack Corporation
2828 South Lock Street
Chicago, Illinois 60608

If to Seller:

American National Bank & Trust
At Trust under Trust No. 38857
33 North LaSalle Street
Chicago, Illinois 60602

(c) If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(e) This Agreement shall be recorded by the City at the office of the Cook County Recorder of Deeds.

In Witness Whereof, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR CONDITIONAL APPROVAL OF
103(b)(4)(A) MORTGAGE REVENUE BONDS TO
STATE-SUPERIOR VENTURE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the conditional approval of 103(b)(4)(A) mortgage revenue bonds for the acquisition and construction of a residential housing complex by the State-Superior Venture to be located on City block bounded by State, Dearborn, Superior and Huron Streets, in the amount of \$92,000,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Mell, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 35.

Nays -- None.

Alderman Hagopian and Alderman Frost were excused from voting under Rule 14 of the City Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary housing which persons of low and moderate income, including but not limited to elderly and handicapped persons, can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects that tax base; and

WHEREAS, State-Superior Venture, an Illinois limited partnership to be formed (the "Partnership") the general partners of which are Peter E. Gidwitz and Ralph W. Gidwitz, wishes to secure financing for the acquisition, construction and equipping of a residential rental housing facility to be located on the City block bounded by State, Dearborn, Superior and Huron Streets (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such Project; and

WHEREAS, It is considered desirable in order to increase the supply of decent, safe and sanitary housing within the corporate limits of the City and for the enhancement of the tax base and the general welfare of the City and its inhabitants to finance the acquisition, construction and equipping of the Project located within the City; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; and

WHEREAS, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City; now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Partnership through the issuance of revenue bonds, the proceeds of which will be used for the acquisition, construction and equipping of the Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, as executed, the City will take

such actions as may be necessary to issue its revenue bonds in an amount not to exceed \$92,000,000 for the aforementioned purpose.

SECTION 3. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or the Commissioner's designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of 1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982.

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

Memorandum of Agreement attached to this ordinance reads as follows:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and State-Superior Venture, an Illinois limited partnership to be formed (the "Partnership"), the general partners of which are Peter E. Gidwitz and Ralph W. Gidwitz.

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

(a) The City of Chicago is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the acquisition, construction, and equipping of the hereinafter described Project is a proper exercise of the home rule powers of the City.

(b) It is proposed that the Partnership acquire, construct and equip a residential housing project located on the City block bounded by State, Dearborn, Superior and Huron Streets (the "Project"). Upon completion of the construction, the Project will provide approximately eight hundred eighteen (818) residential rental dwelling units, together with some commercial space. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned, on behalf of the Partnership, wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government, to sell and issue its revenue bonds in an amount not to exceed \$92,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(d) The City considers that its financing of the cost of the Project on behalf of the Partnership will promote and further the affairs and welfare of the City and its inhabitants.

(e) The revenue Bonds to be issued by the City shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision, and such fact shall be plainly stated on the face of each of said Bonds. No holder or owner of any of said Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay said Bonds or the interest thereon. The principal of, premium, if any, and interest on said Bonds to be issued to finance the cost of the Project shall be secured by a pledge to a trustee acting under an indenture of trust for the benefit of the holders of said revenue bonds, or by a pledge directly to the holders and owners of said Bonds, of the revenues and income to be derived by the City from the Project; and may be further secured by a mortgage on the Project.

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

(a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the Partnership and potential purchasers of the Bonds.

b) That it will cooperate with the Partnership in finding a purchaser or purchasers for the Bonds, will permit the Bonds to be sold or placed by such underwriter or underwriters as are selected and approved by the City Comptroller and the Commissioner of the Department of Housing, and, if satisfactory purchase arrangements can be made, the City will 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 in an ordinance of the City Council and mutually satisfactory to the City, the Partnership and potential purchasers of the Bonds.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership or the Owner or the Project Lender upon such loan 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 Partnership. Subject to the conditions above stated, the Partnership agrees as follows:

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

(b) The Partnership will take all actions which may be necessary in order for the City to market, sell and deliver the Bonds in a manner which will enable the Partnership to secure a Mortgage Loan at an interest rate not to exceed 10% or such higher rate as may be acceptable to the Partnership and the City, both during construction and as the permanent loan rate. Such stated rate of interest shall not include the amounts necessary to provide for payment of costs in connection with the Mortgage Loan, including administrative expenses of the City, trustee's fees and expenses and servicing fees of a mortgage servicer mutually acceptable to the Partnership and the City, which costs shall be paid by the Partnership in addition to the interest on the Mortgage Loan. Without limiting the generality of the foregoing, the undersigned on behalf of the Partnership agrees to (i) obtain other security for the Mortgage Loan sufficient in nature for the City to market, sell and deliver the Bonds and the Partnership to achieve the desired interest rate on the Mortgage Loan; (ii) take such actions as may be necessary to obtain at least an A rating for the Bonds from a nationally recognized rating agency; and (iii) pay costs, fees, expenses, underwriting and bond discounts and such other payments and/or deposits (in an aggregate amount not to exceed 10% of the Mortgage Loan, including any financing fees permitted to be paid from Mortgage Loan proceeds) as the City shall determine to be necessary to market and sell the Bonds and achieve the desired interest on the Mortgage Loan.

(c) That contemporaneously with the issuance of the Bonds, the Partnership, the Owner and/or the Project Lender, as applicable, will enter into a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated 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 financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds. Said financing agreement shall include without limitation, customary provisions whereby the Partnership shall indemnify the City from and against any losses, claims, liabilities or costs arising from the Bond transactions.

(d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchasers thereof and continuing for at least the period required by Section 103(b) (4) (A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Partnership located within the City of Chicago, Illinois, during regular business hours, all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

(e) That prior to the adoption of the ordinance authorizing the issuance of the Bonds, the Partnership will have complied with Section 26.1 of the Municipal Code of the City.

(f) The Partnership agrees that it will not take, or permit to be taken on its behalf, by any person within its control, any action which would discriminate against any worker, employee or job applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin. Partnership agrees that it shall take or shall cause to be taken on its behalf, by any person within its control, affirmative action to ensure that Project applicants are employed and that Project employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training programs, if any.

(g) The Partnership represents and warrants that it is committed to providing fair and representative opportunities for minority and female personnel in both the construction and postconstruction phases of the Project. Further, the Partnership agrees to follow the standards established in the City of Chicago Executive Order 85-2, which requires 25% minority participation and 5% participation by women.

(h) The Partnership will develop and adhere to an Affirmative Marketing Plan which will ensure that all individuals, regardless of race, creed, color, religion, age, sex or national origin, shall have available to them the full range of rental choices offered by the Project, limited only by their capacity to afford rental and other costs. The Partnership also agrees to institute and carry out an affirmative program to attract minority and female tenants who have been or may be subject to housing discrimination, and who are least likely to apply for Project housing without special outreach efforts.

(i) The Partnership will comply with all provisions of the "Tax Exempt Multifamily Property Opportunities" guidelines (the "TEMPO Guidelines") said TEMPO Guidelines having been published by the Department of Housing and effective as of February 1, 1985.

(j) The Partnership will take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as they may deem appropriate in pursuance thereof, all to the satisfaction of the City.

4. City Financing and Monitoring Fees. The City requires that all developers who receive below-market rate financing for multi-unit rental project developments pay certain developer fees to meet City administrative and monitoring costs. Such fees shall be paid by the Partnership in accordance with the "Fee Schedule" published in the TEMPO Guidelines. All such fees are subject to such adjustment as may be necessary to maintain the tax exempt nature of interest paid on the Bonds under the "arbitrage regulations" of the Internal Revenue Code of 1954, as amended.

5. Time Limitation on Issuance of Bonds. Any Bonds issued by the City for the benefit of the Project must be issued within one (1) year from the date of passage by the City Council of the ordinance authorizing the execution of this Memorandum of Agreement. All obligations, rights and duties of the respective parties and their successors and assigns to this Agreement shall be void upon the expiration of the one (1) year period.

6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties thereto and their respective successors and assigns. Without limiting the

generality of the foregoing, the Partnership may, with the prior written approval of the Commissioner of the Department of Housing, assign its interest herein and the assignee, following assignment, shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this _____ day of _____, 1985.

[Signature forms omitted for printing purposes.]

AMENDATORY ORDINANCE AUTHORIZED CONCERNING
PARTICIPATION BY ANNUITANTS IN CITY'S
MAIL ORDER PRESCRIPTION PROGRAM.

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

WHEREAS, On April 25, 1985, (C.J.P. p. 15576, et seq.) the City Council passed an ordinance authorizing the execution of an agreement with Home Pharmacy to provide mail order prescription services to City employees; and

WHEREAS, This City Council wishes to authorize the execution of an amendment to the aforementioned agreement to allow for the participation of annuitants of the City in the mail order prescription program provided by the City; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute, upon the approval of the Benefits Manager, Office of Budget and Management, the City Comptroller, the Purchasing Agent, and the approval as to form and legality of the Corporation Counsel, an amendment to the agreement approved by the City Council on April 25, 1985 between the City of Chicago and Home Pharmacy, a division of Arc Ventures, Inc. (a subsidiary of Rush-Presbyterian St. Luke's Medical Center). Said agreement to be substantially in the form as shown on Exhibit 1.

SECTION 2. This ordinance shall be effective from and after its passage.

Exhibit I attached to this ordinance reads as follows:

Amendment of Contract.

This Agreement made and entered into this 1st day of September, 1985 by and between the City of Chicago, a municipal corporation (hereinafter referred to as the "City"), and Home Pharmacy, a division of Arc Ventures, Inc., an Illinois corporation (hereinafter referred to as "Contractor"),

Witnesseth:

Whereas, the City and the Contractor have previously entered into an agreement effective as of July 1, 1985, for the Contractor's administration of a mail order prescription service for eligible City employees and their dependents, said contract being identified as Contract No. 61989 (hereinafter the "Agreement"); and

Whereas, the City desires to extend such mail order prescription service benefit to certain annuitants and their dependents eligible to receive such benefit under the "City of Chicago Annuitant Medical Benefits Plan" as such Plan Document may from time to time be amended; and

Whereas, the Contractor agrees to extend the Agreement to cover such annuitants and dependents as the City deems eligible, under the terms and conditions contained in the Agreement as amended herein;

Now, therefore, in consideration of the provisions and conditions set forth in said Agreement and of the mutual promises and covenants contained herein, the parties do hereby agree to amend the Agreement as hereinafter set forth.

1. Section 1 of the Agreement is amended by adding the following definition:

Annuitant: The term "Annuitant" shall mean an individual who is receiving an annuity from one of the four City retirement funds and who is participating in the City of Chicago Medical Care Plan for Annuitants and his/her eligible dependents as defined by the Plan as such Plan Documents may be amended from time to time. Eligibility shall be determined solely by the City.

2. Wherever the term "employee" is used in Sections 2 through 18 of the Agreement, the phrase "and/or annuitant" shall be added to indicate the applicability of all provisions of the Agreement to employees and annuitants (and their respective dependents) alike.
3. A new Section 4 (C) shall be added to the Agreement to state as follows:

"Annuitants and their dependents shall pay to Contractor with each order a \$3 charge for each prescription medication ordered. Contractor shall not fill prescription medications ordered which are not accompanied by the charge, and shall notify annuitant of failure to enclose payment within 48 hours of receipt of such an order. Upon receipt of payment by the Annuitant, Contractor shall fill the order as requested. Contractor shall bill on the monthly billing invoice and City shall pay the total cost of each prescription medication minus the \$3 per prescription medication co-payment received on orders submitted by eligible annuitants and their dependents."

4. Section 5 (A) of the Agreement is hereby amended by adding the underscored language to read as follows:

"a. Contractor shall provide City with monthly detailed billing invoices, describing each employee *and/or annuitant* serviced, their dispensed medications, component costs (baseline cost, dispensing fee and total cost), *each \$3 co-payment received and deducted*, and totals. Invoices shall be billed as of the last day of the month in which services are provided and shall be payable within 30 days of the City's receipt of such invoice."

5. Save as to the foregoing provisions, all other terms, and conditions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties have caused this Amendment of Contract to be executed on the date first stated above.

[Signature forms omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

TRANSFER OF FUNDS AUTHORIZED IN DEPARTMENT OF
HUMAN SERVICES.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
Salary and Wages on Payroll	100-3451-005	\$13,500

TO:

Account	Number	Amount
Contingencies	100-3452-700	\$13,500

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for compliance/settlement agreement with Bernice Turner.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED
IN DEPARTMENT OF PUBLIC WORKS.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
Stationery and Office Supplies	100-6410-350	\$640

TO:

Account	Number	Amount
Furniture and Furnishings	100-6410-424	\$640

SECTION 2. That the sole purpose of this transfer of funds is to cover the cost of two computer work stations purchased in March, 1985.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR REPROGRAMMING OF YEAR X COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR HOMELESS
SHELTER PROGRAM.

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1985 establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City is desirous of providing shelter for the homeless and has appropriated for that purpose Community Development Block Grant funds to the Department of Housing Homeless Shelter Program for the rehabilitation of homeless shelters; and

WHEREAS, The Community Development Block Grant dollars have leveraged other public and private funds, the total of which is not sufficient to meet the total identified rehabilitation needs of the homeless shelters; and

WHEREAS, The Department of Housing requests additional Community Development Block Grant funds totaling \$300,000 to help meet the identified rehabilitation needs of the homeless shelters; and

WHEREAS, \$300,000 has been identified as available within the Department of Human Services Year X Emergency Shelter program and the Commissioner of the Department of Human Services requests the reprogramming of these funds to meet the rehabilitation needs of homeless shelters; now, therefore,

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

SECTION 1. The sum of \$300,000 of Community Development Block Grant funds be reprogrammed from the Department of Human Services Year X Emergency Shelter Program to the Department of Housing Year X Homeless Shelter Program.

SECTION 2. This resolution shall be effective from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR REPROGRAMMING OF YEAR X
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR
LANDMARK COMMISSION HISTORICAL
RESOURCE SURVEY PROGRAM.

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1985 establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The Year X Community Development Block Grant Program allocates \$280,000 to the Department of Public Works Historic Preservation Program to preserve historic structures in the City; and

WHEREAS, The Commission on Chicago Historical and Architectural Landmarks ("Landmark Commission") supports the City's historic preservation efforts through the landmark survey, preservation programs and by providing public information on Chicago landmarks; and

WHEREAS, The Department of Public Works and the Landmark Commission request \$64,000 to support and expand the works of the Landmark Commission; and

WHEREAS, \$64,000 has been identified as available within the Year X Historic Preservation Program; now, therefore,

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

SECTION 1. The sum of \$64,000 be reprogrammed to the Year XI Chicago Historical Resources Survey Program of the Landmark Commission from the Year X Community Development Block Grant Historic Preservation Program.

SECTION 2. This resolution shall be effective from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR REPAIRS TO STREETS, COUNTY
OR STATE HIGHWAYS DURING YEAR 1985.

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

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

SECTION 1. That authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1985 and ending December 31, 1985 by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$4,039,400 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$4,039,400 for repairs to pavements in Improved Streets, County Highways or State Highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 31, 1985 and ending December 31, 1985.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project

shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL TAX FUNDS
FOR STREET CLEANING MAINTENANCE DURING YEAR 1985.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$3,000,000 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Improved

Streets, County Highways and State Highways by day labor during the period commencing January 1, 1985 and ending December 31, 1985.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF 1985 MOTOR FUEL
TAX FUNDS FOR SNOW AND ICE CONTROL MAINTENANCE
OF IMPROVED STREETS, COUNTY AND STATE
HIGHWAYS DURING 1985.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$4,415,961 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1985 and ending December 31, 1985.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF 1985 MOTOR
FUEL TAX FUNDS FOR SIDEWALK REPLACEMENT
ON FRANKLIN-ORLEANS STREET BRIDGE.

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

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$200,000 from the City's share of the Motor Fuel Tax funds for the removal of the existing deteriorated asphalt sidewalk planking and all timber sidewalk supports on the Franklin-Orleans Street Bridge and the replacement with concrete sidewalk with steel supporting members.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary costs, including the employment of testing engineers, consulting engineers and other persons and the payment of other expenses in connection with the project authorized hereby. This work to be done by day labor or contract at the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering accompanied by the plans and specifications therefore, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefore, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Transportation of the State of Illinois.

In connection with the performance of the work herein authorized together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

SECTION 3. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said funds when properly approved by the Commissioner of Public Works.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of said Division of Highways.

SECTION 6. This ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None

AUTHORITY GRANTED FOR ALLOCATION OF 1985 MOTOR
FUEL TAX FUNDS FOR REPAIR TO LAKE STREET
BRIDGE AND OAKWOOD BOULEVARD BRIDGE.

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

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$225,000.00 from the City's share of the Motor Fuel Tax Fund as required to make repairs to the Lake Street Bridge over the South Branch of the Chicago River and the Oakwood Boulevard Bridge over South Lake Shore Drive.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary costs, including the employment of testing engineers, consulting engineers and other persons and the payment of other expenses in connection with the project authorized hereby. This work to be done by day labor or contract at the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Transportation of the State of Illinois.

In connection with the performance of the work herein authorized together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

SECTION 3. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of said Division of Highways.

SECTION 6. This ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF 1985 MOTOR
FUEL TAX FUNDS FOR CLEANING AND PAINTING OF
CHICAGO AVENUE BRIDGE AND NORTH AVENUE
BRIDGE.

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

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$240,000 from the City's share of the Motor Fuel Tax Funds for the cleaning and painting of Chicago Avenue Bridge and North Avenue Bridge over the North Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for engineering and incidental costs and to cause said work to be done by day labor or contract. At the written request of the Commissioner of Public Works, upon requisition issued by the Bureau of Engineering, accompanied by plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for such work, materials, supplies and equipment as may be requested by said Commissioner of Public Works.

SECTION 3. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project

shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said funds when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of said Division of Highways.

SECTION 7. This ordinance shall be in force from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AMENDATORY ORDINANCE CONCERNING EXPENDITURE OF
MOTOR FUEL TAX FUNDS FOR CONSTRUCTION OF
NEW ALLEYS (PROJECTS 1985-1, U-5024
THROUGH 1985-10, U-5033).

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

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

SECTION 1. That the ordinances passed by the City Council on April 25, 1985 and appearing on pages 15913 through 15929 inclusive, providing for the allocation of Motor Fuel Tax Funds be amended in Section 1 of each ordinance by deleting the word

"engineering" and inserting in lieu thereof "construction" in the ordinance for each of the following projects:

1985-1	U-5024
1985-2	U-5025
1985-3	U-5026
1985-4	U-5027
1985-5	U-5028
1985-6	U-5029
1985-7	U-5030
1985-8	U-5031
1985-9	U-5032
1985-10	U-5033

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS, WAIVER OF FEES AND
REFUND OF FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.**

The Committee on Finance to which had been referred (December 18, 28, 1984, February 4, June 26 and September 11, 1985) sundry proposed ordinances and orders transmitted therewith authorizing the issuance of free permits, license fee exemptions, waiver of fees and refund of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

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

FREE PERMITS.

Art In Public Places, Incorporated.

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 Art in Public Places, Inc., 600 South Dearborn Street, for erection of the LeWitt Sculpture on the premises known as 10 West Jackson Boulevard.

Said site shall be used exclusively for public art appreciation and enhancement purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Christ Family Mission Church.

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 Christ Family Mission Church for the construction of a Church (contractor/Lawrence Smith and Son, 8616 South Marshfield Avenue, Chicago) on the premises known as 10540 South Halsted Street.

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

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

*John D. and Catherine T. MacArthur Foundation
(Marquette Building).*

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 John D. and Catherine T. MacArthur Foundation (Marquette Building), 140 South Dearborn Street for construction work -- 6th floor, on the premises known as 140 South Dearborn Street.

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

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

Rehabilitation Institute 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 Rehabilitation Institute of Chicago for the construction of an elevator shaft/installation of an elevator, computer room, etc., (Blue Card Number 1272) on the premises known as 345 East Superior Street.

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

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Centers for New Horizon.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care

center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1986:

Centers for New Horizons
Stateway Gardens Day Care
3500 South State Street.

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

Englewood Manor Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1986:

Englewood Manor Day Care Center
7730 South Halsted Street.

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

Miles Square Day Care.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1986:

Miles Square Day Care
124 North Hoyne Avenue -- Apt. 113.

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

Lincoln Park Cooperative Nursery School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1986:

Lincoln Park Cooperative Nursery School
1753 North Fern Court.

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

*Robert Taylor Day Care Center
Apartments 109-110 East.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempt from payment of the license fee for the current license period, which expires April 30, 1986:

Robert Taylor Day Care Center (C.H.A.)
4352 South State Street -- Apartments 109/110 East.

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

*Robert Taylor Day Care Center
Apartments 101-102 West.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempt from payment of the license fee for the current license period, which expires April 30, 1986:

Robert Taylor Day Care Center (C.H.A.)
4352 South State Street -- Apartments 101/102 West.

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

Hospitals.

Saint Bernard Hospital.

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Fire, the St. Bernard Hospital, 326 West 64th Street, Chicago, Illinois 60621, is hereby exempt from payment of the annual Florist Retail License fee, provided therefor, for the year 1985.

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

Michael Reese Hospital and Medical Center.

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Fire, the Michael Reese Hospital and Medical Center, South Lake Shore Drive and East 31st Street, is hereby exempt from payment of the annual Florist Retail License fee, provided therefor, for the year 1985.

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

Michael Reese Hospital and Medical Center.

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Fire, the Michael Reese Hospital and Medical Center, South Lake Shore Drive at East 31st Street is hereby exempt from payment of the annual Hardware Store Retail License fee, provided therefor, for the year 1985.

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

WAIVER OF FEES.

Saint Joseph Hospital.

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. Joseph Hospital, 2900 North Lake Shore Drive, is hereby exempt from the payment of said license fee for the year 1985.

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

University of Chicago.

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 the University of Chicago, 5801 South Ellis Avenue, is hereby exempt from the payment of said license fees for the following premises:

5601 South Cottage Grove Avenue -- No. 910;

5020 South Cornell Avenue -- No. 911.

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

REFUND OF FEES.

Art in Public Places.

Ordered, That the City Comptroller is hereby authorized and directed to refund \$398.00 paid for building permit No. 651140 to the Art in Public Places, 600 South Dearborn Street, for the erection of the DeWitt Sculpture at 10 West Jackson Boulevard.

Christ Family Missionary Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amounts of --

\$60.00 for Permit No. B-640504

825.50 for Permit No. B-640506

75.00 for Permit No. 147981 (Energy and Environmental Protection Division)

11.00 for Permit No. 1223863 (Department of Streets and Sanitation)

to the Christ Family Missionary Church, 10540 South Halsted Street (work done by Lawrence Smith & Son, 8616 South Marshfield Avenue, Chicago).

Edison Park Lutheran Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$75.00 to the Edison Park Lutheran Church, 6626 North Oliphant Avenue, representing payment of fee for day care center for the license period expiring April 30, 1986.

Saint Joseph Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$690.00 to Saint Joseph Hospital, 2900 North Lake Shore Drive, representing payment of fee for parking signs located on North Commonwealth Avenue between West Diversey Parkway and West Surf Street.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE
FEE FOR SPECIAL POLICEMAN EMPLOYED AT
SAINT ELIZABETH CHURCH.

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

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs 1 Special Police and shall pay a fee of \$10.00 for license for the year 1985:

Saint Elizabeth Church
50 E. 41st Street.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHTS
AT VARIOUS LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass four proposed orders transmitted therewith, authorizing the installation of alley lights at various locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 5873 N. Kilbourn Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at the rear of 11044-11046 S. Michigan Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a light pole in the alley behind the premises located at 854 N. Sacramento Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at the rear of 36 E. 111th Street.

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 September 11, 1985, sundry proposed orders for cancellation of specified warrants for collection issued against certain

charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
Augustana Hospital 2035 North Lincoln Avenue	B4-500111 (Inst. Insp.)	\$69.00
Bethesda Home 2833 North Nordica Avenue	B4-500199 (Bldg. Insp.)	57.50
Catholic Bishop of Chicago/ Holy Cross Rectory, 6537 South Maryland Avenue	B1-513928 (Bldg. Insp.)	23.00
Children's Memorial Hospital 2330 North Lincoln Avenue	B1-510399 (Bldg. Insp.)	115.00
Mrs. June Frase 4337 North Kedvale Avenue	R1-508039 (Driveway Insp.)	50.00
Illinois Institute of Technology (sundry locations)	B1-510216	34.50
	B1-510723	23.00
	B1-510241	34.50
	B1-510744	34.50
	B1-510745	34.50
	B1-510247	46.00
	B1-510213	69.00
	B1-510662	23.00
	B1-510246	92.00
	B1-510151	23.00
	B1-510150	23.00
	B1-510217	34.50
	B1-510260	57.50
	B1-510165	46.00
	B1-510177 (Bldg. Insp.)	46.00
	B4-500342	69.00
	B4-500344	46.00
	B4-500439	161.00

Name and Address	Warrant Number and Type of Inspection	Amount
	B4-500440	57.00
	B4-500441	126.50
	B4-500446	46.00
	B4-500447	46.00
	B4-500448	57.50
	B4-500340	46.00
	B4-500343	57.50
	B4-500345	34.50
	B4-500420	57.50
	B4-500433	23.00
	B4-500346	23.00
	B4-500338	57.50
	B4-500337	34.50
	B4-500339	46.00
	B4-500336	46.00
	B4-500335	69.00
	B4-500419	57.50
	B4-500341	69.00
	B4-500415	34.50
	B4-500417	46.00
	B4-500418	34.50
	B4-500421	57.50
	B4-500422	23.00
	B4-500423	34.50
	B4-500424	34.50
	B4-500425	34.50
	B4-500426	46.00
	B4-500427	23.00
	B4-500428	23.00
	B4-500434	23.00
	B4-500435	23.00
	B4-500436	23.00
	B4-500437	23.00
	B4-500438	23.00
	B4-500442	23.00
	B4-500443	23.00
	B4-500444	23.00
	B4-500445	23.00
	(Inst. Insp.)	
Israel Methodist Community	B1-509829	23.00
Church, 7620 South	B1-509953	34.50
Cottage Grove Avenue	(Bldg. Insp.)	
Little Sisters of the Poor	B4-500399	80.50

Name and Address	Warrant Number and Type of Inspection	Amount
2325 North Lakewood Avenue	B4-500166 (Inst. Insp.)	80.50
Rehabilitation Institute of Chicago, 345 East Superior Street	B4-500358 (Inst. Insp.)	149.50
Resurrection Hospital 7435 West Talcott Avenue	B4-500542 (Inst. Insp.)	126.50
	D1-514486 (Sign Insp.)	16.00
St. Anne's Hospital 4909 West Division Street	B1-511465 (Bldg. Insp.)	57.50
1120 N. Lavergne Avenue	B4-500482 (Inst. Insp.)	80.50
St. Joseph Hospital 2900 North Lake Shore Drive	B4-500274 (Inst. Insp.)	230.00
St. Mary of Nazareth Hospital Center, 2233 West Division Street	B4-500131 B4-500132 B4-500216 (Inst. Insp.)	34.50 23.00 218.50
	No. 3 Murray- Water Tube Boiler	30.00
St. Paul's House 3831 North Mozart Street	B4-500393 (Inst. Insp.)	46.00
University of Chicago (sundry locations)	B1-512159 B1-512996 (Bldg. Insp.)	34.50 92.00
	B4-500185 B4-500188 B4-500189 B4-500349 B4-500429 (Inst. Insp.)	34.50 34.50 57.50 57.50 57.50

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Orr, Stone -- 37.

Nays -- None.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

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 favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 20121 through 20122 of this Journal.]

and

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

[Third party order printed on page 20123 of this Journal.]

Placed on File -- APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted a report recommending that the City Council *Place on File* two applications for City of Chicago Charitable Solicitation (Tag Day) permits to the following:

Lions of Illinois Foundation -- Friday October 11, 1985;

Children's Benefit League of Chicago and Suburbs -- Friday, April 18, 1986.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said communications and report were *Placed on File*.

Action Deferred -- COMMITTEE ON FINANCE URGED TO CONDUCT HEARING ON DELAY IN IMPLEMENTING CITY'S 50/50 SIDEWALK PROGRAM AND RESIDENTIAL STREET RESURFACING PROGRAM.

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

(Continued on page 20124)

9/24/85

REPORTS OF COMMITTEES

20121

PAGE 13 - PENDING

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/24/85

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ABELS	POLICE OFFICER	EIGHTH DISTRICT	6/03/85	180.00
ALLY	POLICE OFFICER	SEVENTH DISTRICT	6/03/85	346.00
ANDERSON	POLICE OFFICER	TWELFTH DISTRICT	5/16/85	295.13
ANTOS	POLICE OFFICER	SEVENTEENTH DISTRICT	6/10/85	50.00
BAKER	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/85	82.00
BELLAVIA	SERGEANT	TENTH DISTRICT	2/24/85	7.00
CASEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/26/85	6934.22
DALTON	POLICE OFFICER	TWELFTH DISTRICT	2/24/85	125.00
DECOLA	POLICE OFFICER	SIXTEENTH DISTRICT	5/14/85	75.00
DOLAN	POLICE OFFICER	DETECTIVE DIV AREA 5, VIOLENT C	11/26/84	191.00
DOFFY	POLICE OFFICER	THIRD DISTRICT	5/25/85	192.00
FLORES	POLICE OFFICER	ENFORCEMENT SECTION	7/15/84	80.00
GALVIN	POLICE OFFICER	FOURTEENTH DISTRICT	5/17/84	1885.45
HARPTS	POLICE OFFICER	TWELFTH DISTRICT	4/11/85	13955.16
HOBBS	POLICE OFFICER	FIRST DISTRICT	5/04/85	287.60
HRODICKA	POLICE OFFICER	SEVENTEENTH DISTRICT	6/29/85	268.00
HUDSON	POLICE OFFICER	CANINE UNIT	6/21/85	68.45
INGRAFFIA	POLICE OFFICER	CANINE UNIT	6/26/85	412.00
JAMES	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/18/85	225.50
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	6/14/85	99.00
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	6/11/85	76.50
JONES	POLICE OFFICER	THIRD DISTRICT	6/04/85	117.00
KEENAN	POLICE OFFICER	DETECTIVE DIV AREA 6, VIOLENT C	5/13/85	362.00
KELLY	POLICE OFFICER	FIRST DISTRICT	5/21/85	3540.75
KOPALA	POLICE OFFICER	THIRTEENTH DISTRICT	5/10/85	472.00
KRISHACK	POLICE OFFICER	FIRST DISTRICT	8/10/84	4031.75
MALKOWSKI	POLICE OFFICER	FOURTH DISTRICT	4/14/85	435.00
MCCLORY	POLICE OFFICER	SIXTEENTH DISTRICT	5/02/85	1749.00
MCHUGH JR	POLICE OFFICER	EIGHTEENTH DISTRICT	10/04/84	250.50
MOORE	POLICE OFFICER	FIFTH DISTRICT	5/07/85	155.18
MURGAN	POLICE OFFICER	SIXTH DISTRICT	8/23/84	61.00
QUILLINAN	POLICE OFFICER	INTERSECTION CONTROL UNIT	5/03/85	139.50
REYES	POLICE OFFICER	TENTH DISTRICT	4/06/85	1023.75
RICHARDSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/19/85	188.00
ROSEN	POLICE OFFICER	TWENTYTH DISTRICT	5/02/85	3573.45
ROUNDS	POLICE OFFICER	THIRD DISTRICT	1/22/85	131.80
RUSTYKAS	POLICE OFFICER	SIXTH DISTRICT	2/19/85	40.00
SAENZ	POLICE OFFICER	FOURTEENTH DISTRICT	5/10/85	78.00
SALERNO	POLICE OFFICER	TENTH DISTRICT	11/08/77	100.00
SARAPIA	POLICE OFFICER	NINTH DISTRICT	2/03/85	181.45
SCHNOR	POLICE OFFICER	DETECTIVE DIV AREA 6, ADMINISTR	4/11/85	7194.02
SENIOR	POLICE OFFICER	FOURTH DISTRICT	7/19/79	123.00
STECZKOWSKI	LIEUTENANT	TENTH DISTRICT	6/25/82	150.00
SKULARK	POLICE OFFICER	THIRD DISTRICT	5/23/85	309.00
STANKOWICZ	POLICE OFFICER	FIFTEENTH DISTRICT	3/24/85	725.80
STONE	POLICE OFFICER	DETECTIVE DIV AREA 6, VIOLENT C	11/29/84	175.00
SWICK	POLICE OFFICER	FOURTH DISTRICT	11/19/84	805.00
VALDES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/18/85	114.00
WATTMAN	POLICE OFFICER	IDENTIFICATION SECTION	1/23/85	72.90

CITY COUNCIL ORDERS
COUNCIL MEETING OF 9/24/85

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
BARBARA E	POLICE OFFICER	COMMUNICATIONS OPERATIONS SFCT	5/14/85	124.00
LON BEPJA	POLICE OFFICER	SEVENTH DISTRICT	4/17/85	117.00
THOMAS J	POLICE OFFICER	NINTH DISTRICT	1/29/85	202.00
JAMES E	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	5/21/85	207.50
THOMAS	FIREFIGHTER	ENGINE COMPANY 45	11/09/83	96.00
GEORGE	CAPTAIN	DISTRICT RELIEF 1	3/21/85	620.87
SAMUEL	FIREFIGHTER	TRUCK 59	2/21/85	815.75
DAVID	FIREFIGHTER	ENGINE COMPANY 117	8/18/84	535.00
TERENCE	FIREFIGHTER	DISTRICT RELIEF 1	12/16/84	93.85
JOSEPH	FIREFIGHTER	TRUCK 33	2/21/84	25.00
RICHARD	LIEUTENANT	SQUAD 6	2/09/85	128.20
MICHAEL	FIREFIGHTER	ENGINE COMPANY 43	2/01/85	47.00
THEODORE	FIREFIGHTER	ENGINE COMPANY 54	3/24/81	4300.00
ROBERT	PARAMEDIC	AMBULANCE 46	10/11/84	75.00

9/24/85

REPORTS OF COMMITTEES

20123

PR010041--010010

CITY COUNCIL ORDERS
COUNCIL MEETING OF 9/24/85
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DWYER	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/10/83	463.50
JOVANOVIICH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/18/85	64.00
KATO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/07/84	268.00
KLEPPETSCH	POLICE OFFICER	EIGHTH DISTRICT	5/20/85	173.00
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	390.50
RICE	POLICE OFFICER	SEVENTEENTH DISTRICT	6/07/85	870.15
JANIA	PARAMEDIC	AMBULANCE 37	2/22/85	12.00
POCINSKI	LIEUTENANT	DISTRICT RELIEF 2	4/14/85	211.00
SACHS	PARAMEDIC	AMBULANCE 3	11/20/84	679.00

(Continued from page 20120)

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a resolution authorizing the Committee on Finance to conduct a hearing on the delay in implementing the City's 50/50 Sidewalk Program and the Residential Street Resurfacing Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

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

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

WHEREAS, In 1984, the City of Chicago collected \$1.4 million from citizens of Chicago for the citizens' share of the \$4 million needed for the 50/50 Sidewalk Program for the rehabilitation of certain City sidewalks; and

WHEREAS, Even though the City collected \$1.4 million of the citizens' money in 1984, the contract bids for the 50/50 Sidewalk Program were not opened until July, 1985 and were not submitted to the Finance Committee until September 17, 1985; and

WHEREAS, This delay in implementing the 50/50 Sidewalk Program is inexcusable and constitutes an insult to the citizens who have paid their share to this program; and

WHEREAS, This bureaucratic confusion and delay also has impaired the Residential Street Resurfacing Program; and

WHEREAS, As a result of this delay the City of Chicago has lost the 1985 construction season for Residential Street Resurfacing and 50/50 Sidewalk Repair Projects throughout the City; now, therefore,

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

SECTION 1. That the City Council Finance Committee shall conduct a hearing on the City's 50/50 Sidewalk Program and the Residential Street Resurfacing Program. Officials from the Department of Public Works shall be required to testify before the Committee and explain the delay in implementing these programs.

SECTION 2. This resolution shall be effective after its due passage and publication.

COMMITTEE ON AVIATION.

Action Deferred -- AUTHORITY GRANTED FOR EXECUTION
OF CONCESSION LICENSE AGREEMENT WITH O'HARE
RENT A CAR, INCORPORATED AT CHICAGO-
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, September 20, 1985.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (which was referred on September 20, 1985, by the Department of Aviation) authorizing the approval and execution of a concession license agreement between the City of Chicago and O'Hare Rent A Car, Inc. for certain premises in the International Terminal Building at Chicago-O'Hare International Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a Concession License Agreement with O'Hare Rent A Car, Inc. for certain premises in the International Terminal Building at Chicago- O'Hare International Airport, said agreement to be substantially in the following form:

Automobile Rental Concession License Agreement.

This Agreement made this _____ day of _____, 1985, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and O'Hare Rent A Car, Inc. an Illinois Corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago-O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

Whereas, Licensee desires to operate an Automobile Rental Concession area with certain rights in the Airport Terminal Buildings; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee Automobile Rental Concession areas and rights, licenses and privileges as herein set forth; now, therefore,

Article I.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago-O'Hare International Airport:

- 1) Space No. 2A-24-L1, consisting of 160 square feet, in Terminal Building 2;
- 2) Space No. 3A-24-L1, consisting of 160 square feet, in Terminal Building 3;
- 3) Space No. 3C-24-L1, consisting of 50 square feet, in Terminal Building 3C.

as indicated on Exhibit "A", attached hereto and made a part hereof, said space to be used for the purpose of operating an automobile rental concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate an Automobile Rental Concession, upon and from the Airport, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this Agreement, a privilege to conduct an Automobile Rental Concession business on, upon and from the Airport under license terms more favorable to such other individual, firm or corporation than those contained herein, including location, the minimum guaranty, percentage fee, fixed licensee fee and performance bond requirements.

Licensor hereby covenants and agrees that it shall take all lawful action within its authority to protect the rights and privileges granted to Licensee under this Agreement.

Article II *Term.*

The term of this Agreement shall commence on _____, 1985, the first day of the month following the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on the twenty-third day of February, 1992.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the granted areas after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that scheduled jet or turbojet air transportation operations of aircraft with fifty (50) or more seat capacity are discontinued at the Airport then the terms and conditions of this Agreement shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

Article III
License Fees.

A. Fees To Be Paid. During the term of this Agreement, Licensee agrees to pay Licensor an annual fixed fee equal to Thirty Dollars (\$30.00) per square foot (counter and office area) with payment equal to one twelfth of the annual fixed fee due each month in advance.

As additional percentage license fee Licensee agrees to compensate the City for the privileges and authority to operate its rent-a-car business on, upon and from the Airport in an amount equal to either (1) ten percent (10%) of Licensee's gross receipts as defined in Article III Section C of this Agreement, or (2) an annual minimum guarantee hereinafter set forth in this Article III Section A, whichever is greater, for each contract year. The period from the first June 1 following the certification for occupancy of the granted premises by the Commissioner of Public Works of the City of Chicago ("Commissioner of Public Works"), through May 31 of the following year shall be the first contract period and for the purposes of this Agreement shall be considered the first contract year. Each subsequent contract year shall begin on the first day of June and end on the last day of the following May. The minimum guarantee for said first contract period/year shall be One Hundred Thousand and no/100 Dollars (\$100,000.00).

If after May 31, of the first contract year and upon each five-year anniversary thereafter, the effective percentage of gross receipts paid by the Airport rent-a-car concessionaires as a concession fee at the ten (10) United States Airports with the greatest number of passengers carried by scheduled air carriers average more than the average concession fee at the said airports on the date of execution of this Agreement, then the percentage fee of this Agreement may be adjusted upward in the discretion of the Commissioner of Aviation to a percentage fee provided herein as such increased average concession fee bears to the average concession fee prevailing on the date of the execution of this Agreement.

The minimum guarantee for the second and each subsequent contract year shall be adjusted in direct proportion to the percentage increase or decrease, as the case may be, in the aggregate amount of fees paid to City by all Airport rent-a-car concessionaires on account of the Airport rentals made during the immediate preceding contract year, compared with such aggregate fees paid on account of Airport rentals made during the twelve (12) month period to such preceding contract year; provided however, that in no event shall the minimum guarantee for any contract year be less than One Hundred Thousand and no/100 Dollars (\$100,000.00). The annual minimum guarantee for any

contract year shall be prorated when this Agreement is not in effect during the full year because of the commencement or termination of this Agreement during such year.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual fixed fees noted above for Chicago-O'Hare International Airport.

Licensee shall pay each month in advance to the City Comptroller the sum equal to 1/12 of the annual minimum guarantee noted above, effective on June 1 of the first contract year.

Licensee, within twenty (20) days of the end of each calendar month shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum annual percentage fee, if any, for that month.

Licensee shall furnish a separate certified monthly report of gross sales at Chicago-O'Hare International Airport, which report shall be certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Automobile Rental operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said Automobile Rental concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" as used in this Agreement shall be defined as and shall specifically include all receipts derived from time and mileage charges and personal accident insurance coverage charges resulting from the rental of Airport based vehicles, and any other vehicles rented from the Airport whether or not such vehicles are assigned to the Airport Fleet or to a "foreign" fleet and from exchanges, regardless of the time elapsed or mileage traveled, whereby an automobile delivered to a customer at the Airport is exchanged for another automobile within a radius of thirty (30) miles from said Airport.

"Gross receipts" as used herein shall include applicable sales made for cash or credit or otherwise, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service for like property, or services as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

No fees or commissions paid by Licensee to air carrier or others may be deducted from any such gross receipts. Nor may Licensee deduct for amounts paid or credited to other car rental locations when Licensee rents "foreign" vehicles.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them.

(2) Sums received by Licensee as insurance proceeds or otherwise as reimbursement for loss or damage of vehicles.

(3) Sums received by Licensee for fuel replacement, intercity or drop-off fees or collision damage waiver.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation, the City Comptroller, and City Clerk of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licenser with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each contract or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licenser with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, which shall be certified by the chief financial officer of the Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at Chicago- O'Hare International Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees

and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent *per annum* from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV

General Description of the Concession.

A. Automobile Rental Concession. As used in this Agreement, Automobile Rental Concession shall be limited to mean the authorization to rent vehicles for passenger transportation. The conduct of the business is to be done in a manner that is friendly, cooperative, though competitive, tending to enhance the quality of the automobile rental service of the Licensee and its competitors at the Airport.

Rental of vehicles other than passenger cars and vans, such as trucks, trailers or motor homes shall be allowed only at the specific approval in writing of the Commissioner of Aviation.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any other coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activity other than those enumerated above.

B. Specialty and/or Public Transportation Concessions. Licensor reserves the right at any time to enter into agreements with other ground transportation operators for the operation at the Airport of concessions dealing exclusively in particular types and areas of transportation such as, but not limited to taxicabs, livery services, bus companies, etc. Such agreements to be in accordance with and subject to the provisions of Article I. B. herein.

C. Conflicts between Licensees. In the event of a conflict between the Automobile Rental Licensees and/or any other Licensee or Concessionaire at the Airport as to the space and conduct used by the respective Concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified space or method of conduct is to be used by this Licensee and agrees to be bound by such decision of the Commissioner of Aviation.

Article V

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to remodel to the extent necessary, the present counter and office areas at Chicago-O'Hare International Airport.

This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense.

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", attached hereto, the Licensor, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago- O'Hare International Airport:

- 1) Licensee agrees that all improvements, signs, equipment and decor installed shall be designed to make the concession area more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.
- 2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").
- 3) During the period of remodeling, all construction work, workmanship, materials and installation involved or incidental to the improvement of the rental concession area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and

subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

- 4) Licensee shall at all times throughout the term of this Agreement maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.
- 5) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any liens sought to be imposed.
- 6) In the event that the counter and office areas are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, and if the best efforts of the Commissioner of Aviation are unable to provide comparable areas to the Licensee, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of this Agreement.
- 7) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary for the proper functioning of the Airport.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI

Services to be Performed by Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall remain open to serve the public as many hours as reasonably necessary, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the

Licensee agrees to open for any reasonable hours as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major Airport terminal buildings. Vehicles offered for rental shall be late models, shall be in top condition, licensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to take appropriate action with respect to any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

Licensee, its employees, invitees and those doing business with it, shall have no right under this Agreement to park vehicles upon the Airport premises other than in places assigned or granted to Licensee pursuant to this Agreement, except in the Airport Public Parking Lots and upon payment of regular charges therefor or in any duly designated employee parking lot.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptables for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden.

F. Automobile Rental Concession. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

*Article VII**Service to be Performed by the Licensor.*

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

To the extent legally permissible, Licensor will not authorize or permit the transaction of automobile rental business on the Airport other than by Airport Automobile Rental Licensees. Such business includes but is not limited to, advertising displays, solicitation of customers, paging of customers by use of the Airport public address system or direct telephone lines to off Airport properties.

*Article VIII**Cancellation by Licensee.*

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the Municipal Airport under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said Airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of such Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The breach by the Licensor in the performance of any covenant or Agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.
- (5) The event of the adoption or enforcement of any mandatory federal, state, or municipal regulation or order pertaining to the allocation of fuel, prohibition of public driving, or other similar restrictive matter, which is so inclusive as to severely restrict Licensee's business at the Airport.

*Article IX**Property Rights Upon Termination.*

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating an Automobile Rental concession in said terminal building(s) uninterruptedly.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or

to any of the installed improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, however, all logos or trademarks or trade fixtures may be removed.

Article X
Damage or Destruction of Premises.

Should any portion of the granted premises hereby be partially damaged by fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum fixed fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event the minimum fixed fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airport shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises granted hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago-O'Hare International Airport be damaged by fire or other casualty or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted to Licensee therein), the minimum rental payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XI
Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the City Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be:

- 1) Workmen's compensation insurance as established by statute;
- 2) General liability insurance with a combined single limit covering bodily injury and property damage of not less than \$1,000,000.00 per occurrence;
- 3) Automobile liability insurance, in accordance with the terms and conditions of Licensee's automobile rental agreement, of not less than \$100,000.00 coverage for personal injury to each person; \$300,000.00 coverage for each accident; and \$25,000.00 for property damage for each accident.

All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder, and shall contain a waiver of subrogation on the part of the insurer.

Licensee shall deliver all policy originals or duplicate originals and endorsements thereto, or certificates as evidence of insurance that are acceptable to the City Comptroller in both form and content to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

Article XII

Employment Preferences and First Source Agreement.

Licensee agrees that it will use its best efforts to maximize equal employment opportunity for minorities and women.

Licensee agrees that it will use its best efforts to insure that local minority- owned and female-owned businesses receive a fair and substantial portion of the opportunities for providing goods and services.

Licensee agrees that it will use its best efforts, within compliance of existing trade union agreements, to employ residents of the City of Chicago in the operation of its concession at Chicago-O'Hare International Airport. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling

covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First-Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith, and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

*Article XIII
Indemnity.*

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of Licensee's individual culpability, of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, including property of Licensor, sustained on or about the Licensee's areas of the Airport, or arising out of Licensee's use thereof, as a proximate result of the acts or omissions of Licensee, its agents, customers, servants or employees, or arising out of any condition of said concession premises.

*Article XIV
Inspection.*

The Licensee shall allow the Licensor's authorized representative, including but not limited to investigators of the City Clerk of the City of Chicago, access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

*Article XV
Ingress and Egress.*

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises; provided, however, that the suppliers of services, furnishing materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

*Article XVI
Assignment and Subletting.*

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same nor permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council of the City of Chicago being first obtained.

*Article XVII**Signs.*

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

*Article XVIII**Redelivery.*

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement through passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licenser and those having its rights in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licenser.

*Article XIX**Concessionaire's Bond.*

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond or Irrevocable Letter of Credit satisfactory to the City Comptroller with an approved corporate surety in the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) which Bond shall guarantee faithful performance of the provisions of this Agreement.

*Article XX**Subject to Airline Agreements, Nondiscrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement entitled "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, or handicap. 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. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices

setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 58, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851-856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the Use of the Premises by Tenant.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, (as a covenant running with the land) that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants and Licensee's failure to cure such breach, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess (said land and) the facilities thereon, and hold the same as if said Agreement had never been made or issued.

*Article XXI
Non-Waiver.*

Any waiver of any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

*Article XXII
Default.*

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of any fees due hereunder, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such arrears, failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fees, if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor, or the Commissioner of Aviation may lawfully, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said granted premises or any part thereof and in the name of the whole, repossess the same, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

*Article XXIII
Independence of Agreement.*

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Article XXIV
Rules, Regulations, Laws, Ordinances and Licenses.*

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, and county and municipal governments which may be applicable to its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Article XXV
Notices.

Notices provided for herein shall be sufficient if sent to Licensor by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago Illinois, 60602, and if sent to Licensee by certified mail, postage prepaid, addressed to Properties Manager, O'Hare Rent A Car, Inc., 3939 Dempster, Skokie, Illinois, 60076 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVI
Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVII
Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXVIII
Prohibition of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or DuPage or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

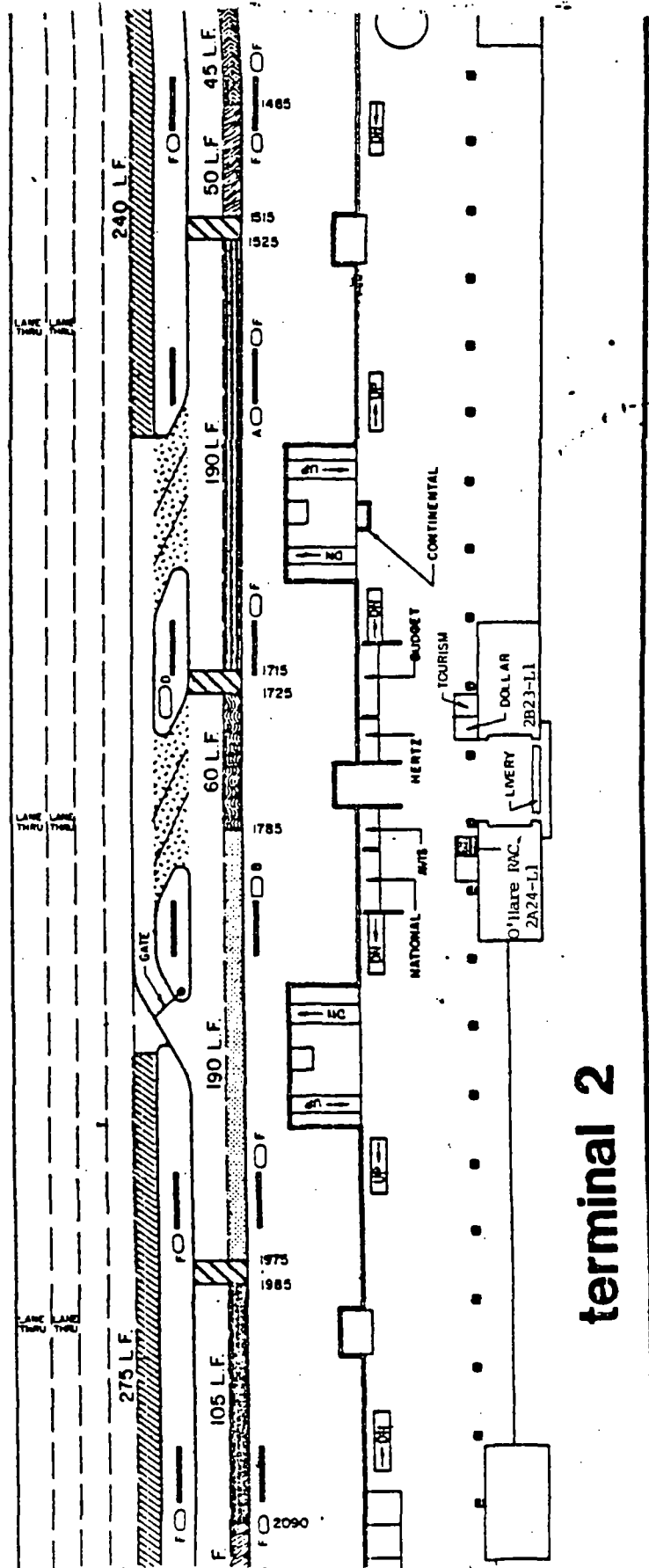
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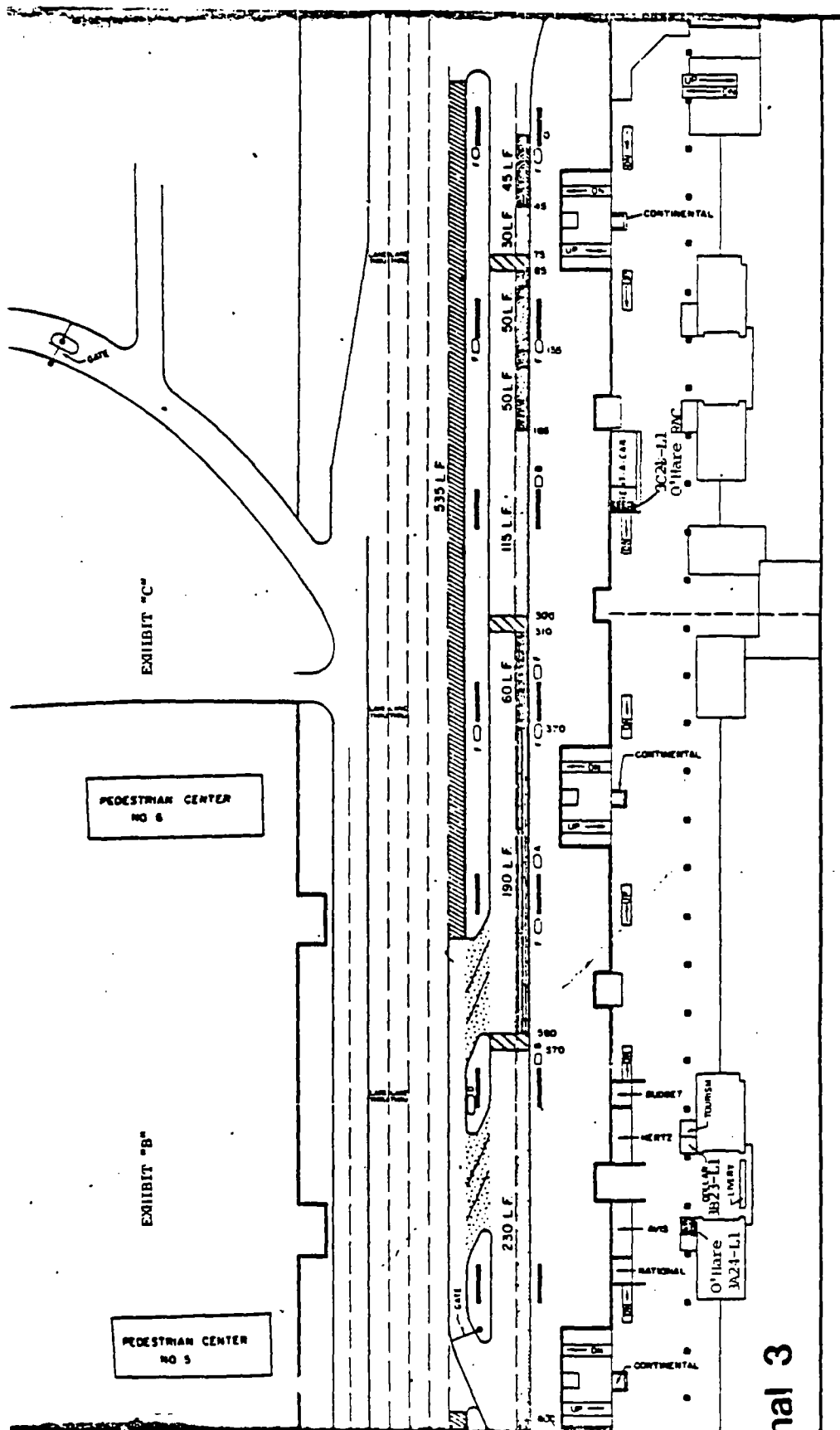
[Exhibits printed on pages 20142 through 20143 of this Journal.]

(Continued on page 20144)

control tower

EXHIBIT "A"





(Continued from page 20141)

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

***Action Deferred -- AUTHORITY GRANTED FOR EXECUTION
OF AUTOMOBILE RENTAL CONCESSION AGREEMENT
WITH HERTZ CORPORATION AT CHICAGO
MIDWAY AIRPORT.***

The Committee on Aviation submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, September 20, 1985.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (which was referred on September 20, 1985, by the Department of Aviation) authorizing the approval and execution of an Automobile Rental Concession Agreement with the Hertz Corporation for certain premises in the Terminal Building at Chicago Midway Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted
(Signed) FRANK A. DAMATO,
Chairman.

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

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an Automobile Rental Concession Agreement with The Hertz Corporation for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

Automobile Rental Concession License Agreement

This Agreement made this _____ day of _____, 198_____, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and The Hertz Corporation, a Delaware corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to operate an Automobile Rental Concession area with certain rights in the Airport Terminal Buildings; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee Automobile Rental Concession areas and rights, licenses and privileges as herein set forth; now, therefore,

Article I.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago Midway Airport:

- 1) Space No. D122-D1, consisting of 290 square feet, in Terminal Building Area D-1;
- 2) A minimum of 148 spaces will be reserved for parking ready/return automobiles; which spaces will be allocated and reallocated annually in direct proportion to the amount of concession fees paid to the City during the preceding calendar year by the respective Automobile Rental Licensees operating at Chicago Midway Airport that desire to participate in such space allocation;

as indicated on Exhibits "A" and "B", attached hereto and made a part hereof, said space to be used for the purpose of operating an Automobile Rental Concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate an Automobile Rental Concession, upon and from the Airport, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this Agreement, a privilege to conduct an Automobile Rental Concession business on, upon and from the Airport under license terms more favorable to such other individual, firm or corporation than those contained herein, including location, the minimum guaranty, percentage fee, fixed Licensee fee and performance bond requirements;

Licensor hereby covenants and agrees that it shall take all lawful action within its authority to protect the rights and privileges granted to Licensee under this Agreement.

Article II *Term.*

The term of this Agreement shall be for a period of three (3) years, beginning on _____, 198____, on the first day of the month following

the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating _____.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the granted areas after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that scheduled jet or turbojet air transportation operations of aircraft with fifty (50) or more seat capacity are discontinued at the Airport then the terms and conditions of this Agreement shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

Article III
License Fees.

A. Fees To Be Paid. During the term of this Agreement, Licensee agrees to pay Licensor an annual fixed fee equal to Twelve Dollars (\$12.00) per square foot (counter and office area) with payment equal to one twelfth of the annual fee of _____ and No/Dollars (\$ _____) due each month in advance.

Licensee, further agrees to pay Licensor an annual fixed fee of One Hundred Twenty and No/100 Dollars (\$120.00) for each ready/return parking space allocated by Licensor and accepted or used by Licensee, with payment of Ten and No/100 Dollars (\$10.00) due each month in advance for each such parking space allocated to Licensee for use during that month.

As additional percentage license fee, Licensee agrees to pay Licensor a sum of money equal to ten percent (10%) of gross receipts, derived from operations at Chicago Midway Airport, however, the minimum annual percentage fee in the first year of this Agreement is to be Forty Thousand and No/100 Dollars (\$40,000.00). In subsequent years, the minimum annual percentage fee shall be adjusted in direct proportion to the percentage increase or decrease in the amount of fees paid to the City by the Licensee operating at Chicago Midway Airport during the immediately preceding year when compared with the fees paid to the City in the second preceding year, by each individual Licensee.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual fixed fees and minimum annual percentage fee noted above for Chicago Midway Airport.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum annual percentage fee for that month.

Licensee shall furnish a separate certified monthly report of gross sales at Chicago Midway Airport, which report shall be certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

The minimum annual percentage fee shall abate proportionately in any year in which the number of deplaned passengers shall decline from the number of deplaned passengers in base year 1983. Additional percentage license fee and annual fixed fees shall not be affected by any such decline. If in any month during the term of this Agreement, the number of scheduled deplaned passengers shall decline by at least 50% when compared with the previous month or the same month in the year previous, the minimum annual percentage fee shall abate proportionately in that month.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Automobile Rental operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said Automobile Rental Concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" as used in this Agreement shall be defined as and shall specifically include all receipts derived from time and mileage charges and personal accident insurance coverage charges resulting from the rental of Airport based vehicles, and any other vehicles rented from the Airport whether or not such vehicles are assigned to the Airport Fleet or to a "foreign" fleet and from exchanges, regardless of the time elapsed or mileage traveled, whereby an automobile delivered to a customer at the Airport is exchanged for another automobile within a radius of thirty (30) miles from said Airport.

"Gross receipts" as used herein shall include applicable sales made for cash or credit or otherwise, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

No fees or commissions paid by Licensee to air carriers or others may be deducted from any such gross receipts. Nor may Licensee deduct for amounts paid or credited to other car rental locations when Licensee rents "foreign" vehicles.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them.

(2) Sums received by Licensee as insurance proceeds or otherwise as reimbursement for loss or damage of vehicles.

(3) Sums received by Licensee for fuel replacement, intercity or drop-off fees or collision damage waiver.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation, the City Comptroller, and City Clerk of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each contract or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, which shall be certified by the chief financial officer of the Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and

payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV

General Description of the Concession.

A. Automobile Rental Concession. As used in this Agreement, Automobile Rental Concession shall be limited to mean the authorization to rent vehicles for passenger transportation. The conduct of the business is to be done in a manner that is friendly, cooperative, though competitive, tending to enhance the quality of the automobile rental service of the Licensee and its competitors at the Airport. •

Rental of vehicles other than passenger cars and vans, such as trucks, trailers or motor homes shall be allowed only at the specific approval in writing of the Commissioner of Aviation.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any other coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activity other than those enumerated above.

B. Specialty and/or Public Transportation Concessions. Licensor reserves the right at any time to enter into agreements with other ground transportation operators for the operation at the Airport of concessions dealing exclusively in particular types and areas of transportation such as, but not limited to taxicabs, livery services, bus companies, etc. Such agreements to be in accordance with and subject to the provisions of Article I. B. herein.

C. Conflicts between Licensees. In the event of a conflict between the Automobile Rental Licensees and/or any other Licensee or Concessionaire at the Airport as to the space and conduct used by the respective Concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified space or method of conduct is to be used by this Licensee and agrees to be bound by such decision of the Commissioner of Aviation.

Article V

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to remodel, and expand to the extent necessary, the present counter and office areas at Chicago Midway Airport. This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Should enlarged and/or additional Automobile Rental service areas be needed during the first year of this Agreement, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

B. Installations by the Licensor and by the Licensee. As in the concession area designated on Exhibit "A", attached hereto, the Licensor, in any enlarged and/or additional Automobile Rental concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago Midway Airport:

- 1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession area more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.
- 2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").
- 3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the improvement of the rental concession area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice

before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

- 4) Licensee shall at all times throughout the term of this Agreement maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.
- 5) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any liens sought to be imposed.
- 6) In the event that the counter and office areas are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, and if the best efforts of the Commissioner of Aviation are unable to provide comparable areas to the Licensee, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of this Agreement.
- 7) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary for the proper functioning of the Airports.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI
Services to be Performed by Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open to serve the public as many hours as reasonably necessary, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for any reasonable hours as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major Airport terminal buildings. Vehicles offered for rental shall be late model, shall be in top condition, licensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to take appropriate action with respect to any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

Licensee, its employees, invitees and those doing business with it, shall have no right under this Agreement to park vehicles upon the Airport premises other than in places assigned or granted to Licensee pursuant to this Agreement, except in the Airport Public Parking Lots and upon payment of regular charges therefor or in any duly designated employee parking lot.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden.

F. Automobile Rental Concession. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of any premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VII

Service to be Performed by the Licenser.

The Licenser will maintain the structure, the roof and outer walls of the Terminal Buildings.

To the extent legally permissible, Licenser will not authorize or permit the transaction of automobile rental business on the Airport other than by Airport Automobile Rental Licensees. Such business includes but is not limited to, advertising displays, solicitation of customers, paging of customers by use of the Airport public address system or direct telephone lines to off Airport properties.

Article VIII

Cancellation by Licensee.

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the Municipal Airport under Licenser's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said Airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of such Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The breach by the Licenser in the performance of any covenant or Agreement herein required to be performed by the Licenser and the failure of the Licenser to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.
- (5) The event of the adoption or enforcement of any mandatory federal, state, or municipal regulation or order pertaining to the allocation of fuel, prohibition of public driving, or other similar restrictive matter, which is so inclusive as to severely restrict Licensee's business at the Airport.

Article IX

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating an automobile rental concession in said terminal building(s) uninterruptedly.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the installed improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, however, all logos or trademarks or trade fixtures may be removed.

Article X
Damage or Destruction of Premises.

Should any portion of the granted premises hereby be partially damaged by fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum fixed fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event the minimum fixed fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airport shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises granted hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago Midway Airport be damaged by fire or other casualty or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted to Licensee therein), the minimum rental payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XI
Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the City Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be:

- 1) Workmen's compensation insurance as established by statute;
- 2) General liability insurance with a combined single limit covering bodily injury and property damage of not less than \$1,000,000.00 per occurrence;
- 3) Automobile liability insurance, in accordance with the terms and conditions of Licensee's automobile rental agreement, of not less than \$100,000.00 coverage for personal injury to each person; \$300,000.00 coverage for each accident; and \$25,000.00 for property damage for each accident.

All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder, and shall contain a waiver of subrogation on the part of the insurer.

Licensee shall deliver all policy originals or duplicate originals and endorsements thereto, or certificates as evidence of insurance that are acceptable to the City Comptroller in both form and content to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

Article XII

Employment Preferences and First Source Agreement.

Licensee agrees that it will use its best efforts to maximize equal employment opportunity for minorities and women.

Licensee agrees that it will use its best efforts to insure that local minority- owned and female-owned businesses receive a fair and substantial portion of the opportunities for providing goods and services.

Licensee agrees that it will use its best efforts, within compliance of existing trade union agreements, to employ residents of the City of Chicago in the operation of its concession at Chicago Midway Airport. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First-Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T. thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith, and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

Article XIII
Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of Licensee's individual culpability, of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, including property of Licensor, sustained on or about the Licensee's areas of the Airport, or arising out of Licensee's use thereof, as a proximate result of the acts or omissions of Licensee, its agents, customers, servants or employees, or arising out of any condition of said concession premises.

Article XIV
Inspection.

The Licensee shall allow the Licensor's authorized representative, including but not limited to investigators of the City Clerk of the City of Chicago, access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XV
Ingress and Egress.

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises; provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVI
Assignment and Subletting.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same nor permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council of the City of Chicago being first obtained.

Article XVII

Signs.

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XVIII

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement through passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its rights in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XIX

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond or Irrevocable Letter of Credit satisfactory to the City Comptroller with an approved corporate surety in the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XX

*Subject to Airline Agreements, Nondiscrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and the further provisions of that certain Agreement entitled "Airport Use Agreement and Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are

employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, or handicap. 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. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 58, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851-856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the Use of the Premises by Tenant.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, (as a covenant running with the land) that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants and Licensee's failure to cure such breach, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess (said land and) the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Article XXI
Non-Waiver.

Any waiver of any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXII
Default.

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of any fees due hereunder, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such arrears, failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fees, if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation may lawfully, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said granted premises or any part thereof and in the name of the whole, repossess the same, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIII
Independence of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties herto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXIV
Rules, Regulations, Laws, Ordinances and Licenses.

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Buildings, and related

facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, and county and municipal governments which may be applicable to its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Article XXV
Notices.

Notices provided for herein shall be sufficient if sent to Licensor by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago Illinois, 60602, and if sent to Licensee by certified mail, postage prepaid, addressed to Properties Director, The Hertz Corporation, 600 Madison Avenue, New York, New York, 10021 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVI
Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVII
Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXVIII
Prohibition of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits printed on pages 20162 through 20163 of this Journal.]

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

***Action Deferred* -- AUTHORITY GRANTED FOR EXECUTION OF AUTOMOBILE
RENTAL CONCESSION AGREEMENT WITH BUDGET RENT-A-CAR
CORPORATION AT CHICAGO MIDWAY AIRPORT.**

The Committee on Aviation submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred*, and ordered published:

CHICAGO, September 20, 1985.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (which was referred on September 20, 1985, by the Department of Aviation) authorizing the approval and execution of an Automobile Rental Concession Agreement with Budget Rent-A-Car Corporation for certain premises in the Terminal Building at Chicago Midway Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

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

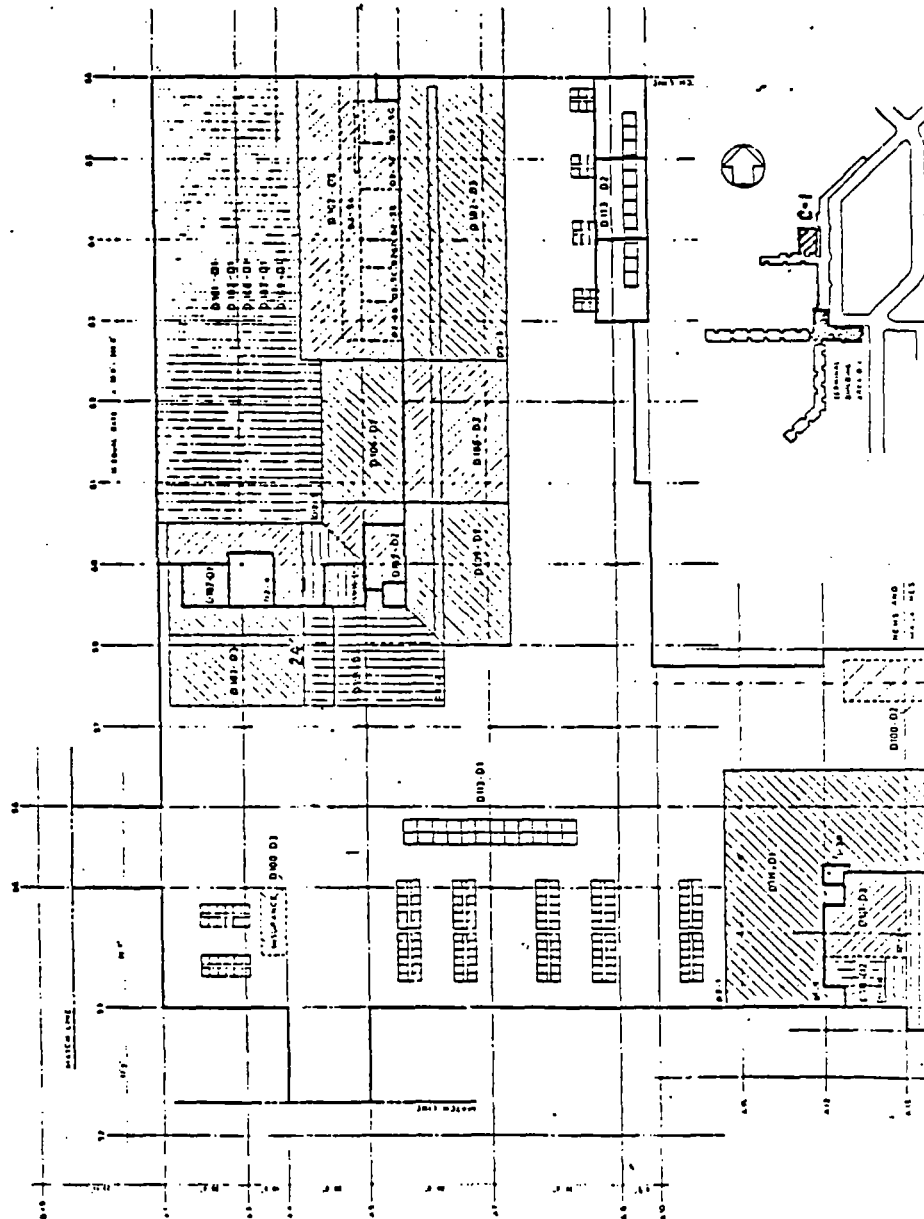
SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an Automobile Rental Concession Agreement with Budget Rent-A-Car Corporation for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

Automobile Rental Concession License Agreement.

This Agreement made this _____ day of _____, 1985, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Budget Rent-A-Car Corporation, an Illinois corporation, (hereinafter referred to as "Licensee").

(Continued on page 20164)

EXHIBIT "A"



(Continued from page 20161)

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to operate an Automobile Rental Concession area with certain rights in the Airport Terminal Buildings; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee Automobile Rental Concession areas and rights, licenses and privileges as herein set forth; now, therefore,

Article I.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago Midway Airport:

- 1) Space No. D121-D1, consisting of 290 square feet, in Terminal Building Area D-1;
- 2) A minimum of 148 spaces will be reserved for parking ready/return automobiles; which spaces will be allocated and reallocated annually in direct proportion to the amount of concession fees paid to the City during the preceding calendar year by the respective Automobile Rental Licensees operating at Chicago Midway Airport that desire to participate in such space allocation;

as indicated on Exhibits "A" and "B", attached hereto and made a part hereof, said space to be used for the purpose of operating an automobile rental concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate an Automobile Rental Concession, upon and from the Airport, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this Agreement, a privilege to conduct an Automobile Rental Concession business on, upon and from the Airport under license terms more favorable to such other individual, firm or corporation than those contained herein, including location, the minimum guaranty, percentage fee, fixed licensee fee and performance bond requirements.

Licensor hereby covenants and agrees that it shall take all lawful action within its authority to protect the rights and privileges granted to Licensee under this Agreement.

Article II
Term.

The term of this Agreement shall be for a period of three (3) years, beginning on _____, 1985, on the first day of the month following the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating _____.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the granted areas after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that scheduled jet or turbojet air transportation operations of aircraft with fifty (50) or more seat capacity are discontinued at the Airport then the terms and conditions of this Agreement shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

Article III
License Fees.

A. Fees To Be Paid. During the term of this Agreement, Licensee agrees to pay Licensor an annual fixed fee equal to Twelve Dollars (\$12.00) per square foot (counter and office area) with payment equal to one twelfth of the annual fee of _____ and No/Dollars (\$_____) due each month in advance.

Licensee, further agrees to pay Licensor an annual fixed fee of One Hundred Twenty and No/100 Dollars (\$120.00) for each ready/return parking space allocated by Licensor and accepted or used by Licensee, with payment of Ten and No/100 Dollars (\$10.00) due each month in advance for each such parking space allocated to Licensee for use during that month.

As additional percentage license fee, Licensee agrees to pay Licensor a sum of money equal to ten percent (10%) of gross receipts, derived from operations at Chicago Midway Airport, however, the minimum annual percentage fee in the first year of this Agreement is to be Forty Thousand and No/100 Dollars (\$40,000.00). In subsequent years, the minimum annual percentage fee shall be adjusted in direct proportion to the percentage increase or decrease in the amount of fees paid to the City by the Licensee operating at Chicago Midway Airport during the immediately preceding year when compared with the fees paid to the City in the second preceding year, by each individual Licensee.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual fixed fees and minimum annual percentage fee noted above for Chicago Midway Airport.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for

said calendar month less the amount prepaid as minimum annual percentage fee for that month.

Licensee shall furnish a separate certified monthly report of gross sales at Chicago Midway Airport, which report shall be certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

The minimum annual percentage fee shall abate proportionately in any year in which the number of deplaned passengers shall decline from the number of deplaned passengers in base year 1983. Additional percentage license fee and annual fixed fees shall not be affected by any such decline. If in any month during the term of this Agreement, the number of scheduled deplaned passengers shall decline by at least 50% when compared with the previous month or the same month in the year previous, the minimum annual percentage fee shall abate proportionately in that month.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Automobile Rental operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" as used in this Agreement shall be defined as and shall specifically include all receipts derived from time and mileage charges and personal accident insurance coverage charges resulting from the rental of Airport based vehicles, and any other vehicles rented from the Airport whether or not such vehicles are assigned to the Airport Fleet or to a "foreign" fleet and from exchanges, regardless of the time elapsed or mileage traveled, whereby an automobile delivered to a customer at the Airport is exchanged for another automobile within a radius of thirty (30) miles from said Airport.

"Gross receipts" as used herein shall include applicable sales made for cash or credit or otherwise, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service for like property, or services as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

No fees or commissions paid by Licensee to air carrier or others may be deducted from any such gross receipts. Nor may Licensee deduct for amounts paid or credited to other car rental locations when Licensee rents "foreign" vehicles.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them.

(2) Sums received by Licensee as insurance proceeds or otherwise as reimbursement for loss or damage of vehicles.

(3) Sums received by Licensee for fuel replacement, intercity or drop-off fees or collision damage waiver.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation, the City Comptroller, and City Clerk of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each contract or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, which shall be certified by the chief financial officer of the Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest

specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV

General Description of the Concession.

A. Automobile Rental Concession. As used in this Agreement, Automobile Rental Concession shall be limited to mean the authorization to rent vehicles for passenger transportation. The conduct of the business is to be done in a manner that is friendly, cooperative, though competitive, tending to enhance the quality of the automobile rental service of the Licensee and its competitors at the Airport.

Rental of vehicles other than passenger cars and vans, such as trucks, trailers or motor homes shall be allowed only at the specific approval in writing of the Commissioner of Aviation.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any other coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activity other than those enumerated above.

B. Specialty and/or Public Transportation Concessions. Licensor reserves the right at any time to enter into agreements with other ground transportation operators for the operation at the Airport of concessions dealing exclusively in particular types and areas of transportation such as, but not limited to taxicabs, livery services, bus companies, etc. Such Agreements to be in accordance with and subject to the provisions of Article I. B. herein.

C. Conflicts between Licensees. In the event of a conflict between the Automobile Rental Licensees and/or any other Licensee or Concessionaire at the Airport as to the space and conduct used by the respective Concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified space or method of conduct is to be used by this Licensee and agrees to be bound by such decision of the Commissioner of Aviation.

Article V

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to remodel and expand to the extent necessary, the present counter and office areas at Chicago Midway Airport. This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Should enlarged and/or additional automobile rental service areas be needed during the first year of this Agreement, Licensee agrees to provide them in the

manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", attached hereto, the Licensor, in any enlarged and/or additional automobile rental concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago Midway Airport:

- (1) Licensee agrees that all improvements, and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.
- (2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").
- (3) During the period of remodeling, all construction work, workmanship, materials and installation involved or incidental to the improvement of the rental

concession area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

- (4) Licensee shall at all times throughout the term of this Agreement maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.
- (5) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any liens sought to be imposed.
- (6) In the event that the counter and office areas are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, and if the best efforts of the Commissioner of Aviation are unable to provide comparable areas to the Licensee, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of this Agreement.
- (7) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary for the proper functioning of the Airport.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI

Services to be Performed by Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open to serve the public as many hours as reasonably necessary, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for any reasonable hours as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major Airport terminal buildings. Vehicles offered for rental shall be late model, shall be in top condition, licensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to take appropriate action with respect to any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

Licensee, its employees, invitees and those doing business with it, shall have no right under this Agreement to park vehicles upon the Airport premises other than in places assigned or granted to Licensee pursuant to this Agreement, except in the Airport Public Parking Lots and upon payment of regular charges therefor or in any duly designated employee parking lot.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden.

F. Automobile Rental Concession. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of any premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VII

Service to be Performed by the Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

To the extent legally permissible, Licensor will not authorize or permit the transaction of automobile rental business on the Airport other than by Airport Automobile Rental Licensees. Such business includes but is not limited to, advertising displays, solicitation of customers, paging of customers by use of the Airport public address system or direct telephone lines to off Airport properties.

Article VIII

Cancellation by Licensee.

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the Municipal Airport under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said Airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of such Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The breach by the Licensor in the performance of any covenant or Agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.
- (5) The event of the adoption or enforcement of any mandatory federal, state, or municipal regulation or order pertaining to the allocation of fuel, prohibition of public driving, or other similar restrictive matter, which is so inclusive as to severely restrict Licensee's business at the Airport.

Article IX

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensors in all ways possible in continuing the business of operating an automobile rental concession in said terminal building(s) uninterruptedly.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the installed improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, however, all logos or trademarks or trade fixtures may be removed.

Article X
Damage or Destruction of Premises.

Should any portion of the granted premises hereby be partially damaged by fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensors at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensors at its expense as quickly as practicable and the minimum fixed fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensors fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensors shall furnish Licensee with replacement space suitable to Licensee. In such event the minimum fixed fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airport shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises granted hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago Midway Airport be damaged by fire or other casualty or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted to Licensee therein), the minimum rental payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensors and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XI
Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the City Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be:

- 1) Workmen's compensation insurance as established by statute;
- 2) General liability insurance with a combined single limit covering bodily injury and property damage of not less than \$1,000,000.00 per occurrence;
- 3) Automobile liability insurance, in accordance with the terms and conditions of Licensee's automobile rental agreement, of not less than \$100,000.00 coverage for personal injury to each person; \$300,000.00 coverage for each accident; and \$25,000.00 for property damage for each accident.

All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder, and shall contain a waiver of subrogation on the part of the insurer.

Licensee shall deliver all policy originals or duplicate originals and endorsements thereto, or certificates as evidence of insurance that are acceptable to the City Comptroller in both form and content to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

Article XII Employment Preferences and First Source Agreement.

Licensee agrees that it will use its best efforts to maximize equal employment opportunity for minorities and women.

Licensee agrees that it will use its best efforts to insure that local minority- owned and female-owned businesses receive a fair and substantial portion of the opportunities for providing goods and services.

Licensee agrees that it will use its best efforts, within compliance of existing trade union agreements, to employ residents of the City of Chicago in the operation of its concession at Chicago Midway Airport. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First-Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith, and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

Article XIII
Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of Licensee's individual culpability, of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, including property of Licensor, sustained on or about the Licensee's areas of the Airport, or arising out of Licensee's use thereof, as a proximate result of the acts or omissions of Licensee, its agents, customers, servants or employees, or arising out of any condition of said concession premises.

Article XIV
Inspection.

The Licensee shall allow the Licensor's authorized representative, including but not limited to investigators of the City Clerk of the City of Chicago, access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XV
Ingress and Egress.

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises; provided, however, that the suppliers of services, furnishing materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVI
Assignment and Subletting.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same nor permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council of the City of Chicago being first obtained.

Article XVII
Signs.

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XVIII
Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement through passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licenser and those having its rights in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licenser.

Article XIX
Concessionaire's Bond.

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond or Irrevocable Letter of Credit satisfactory to the City Comptroller with an approved corporate surety in the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XX
Subject to Airline Agreements, Nondiscrimination and
F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race,

creed, color, religion, age, sex, national origin, or handicap. 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. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 58, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851-856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the Use of the Premises by Tenant.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, (as a covenant running with the land) that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants and Licensee's failure to cure such breach, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess (said land and) the facilities thereon, and hold the same as if said Agreement had never been made or issued.

*Article XXI
Non-Waiver.*

Any waiver of any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

*Article XXII
Default.*

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of any fees due hereunder, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such arrears, failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fees, if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation may lawfully, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said granted premises or any part thereof and in the name of the whole, repossess the same, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

*Article XXIII
Independence of Agreement.*

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Article XXIV
Rules, Regulations, Laws, Ordinances and Licenses.*

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, and county and municipal governments which may be applicable to its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Article XXV

Notices.

Notices provided for herein shall be sufficient if sent to Licensor by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago Illinois, 60602, and if sent to Licensee by certified mail, postage prepaid, addressed to Properties Director, Budget Rent a Car Corporation, 200 North Michigan Avenue, Chicago, Illinois, 60601 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVI

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVII

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXVIII

Prohibition of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits printed on pages 20181 through 20182 of this Journal.]

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

Action Deferred -- AUTHORITY GRANTED FOR EXECUTION OF
AUTOMOBILE RENTAL CONCESSION AGREEMENT WITH
AUTOCRAT COMPANY, AT CHICAGO
MIDWAY AIRPORT.

The Committee on Aviation submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, September 20, 1985.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (which was referred on September 20, 1985, by the Department of Aviation) authorizing the approval and execution of an Automobile Rental Concession Agreement with Autocrat Company, d/b/a Dollar Rent A Car for certain premises in the Terminal Building at Chicago Midway Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

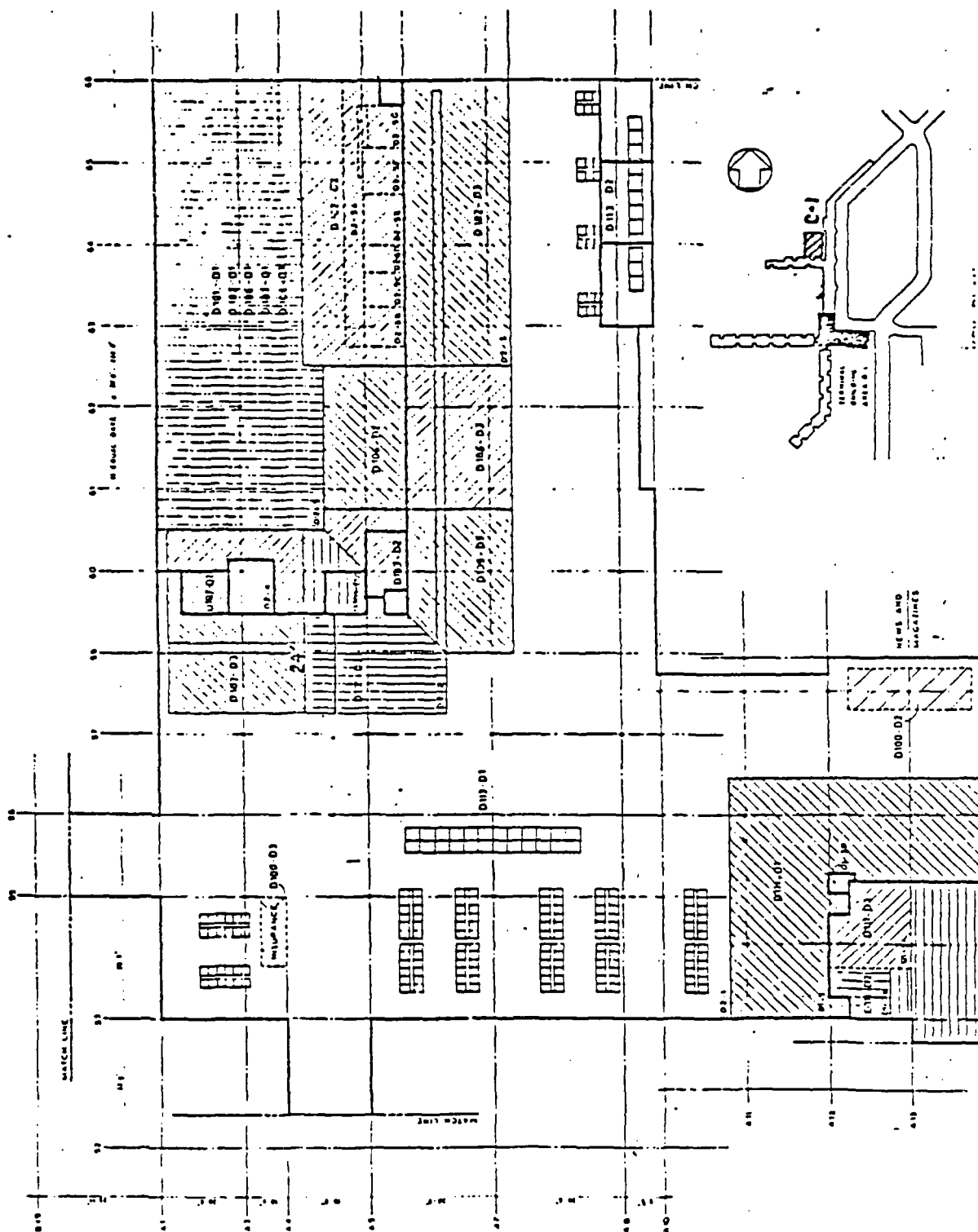
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an Automobile Rental Concession Agreement with Autocrat Company, d/b/a Dollar Rent A Car for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

Automobile Rental Concession License Agreement.

(Continued on page 20183)

EXHIBIT "A"



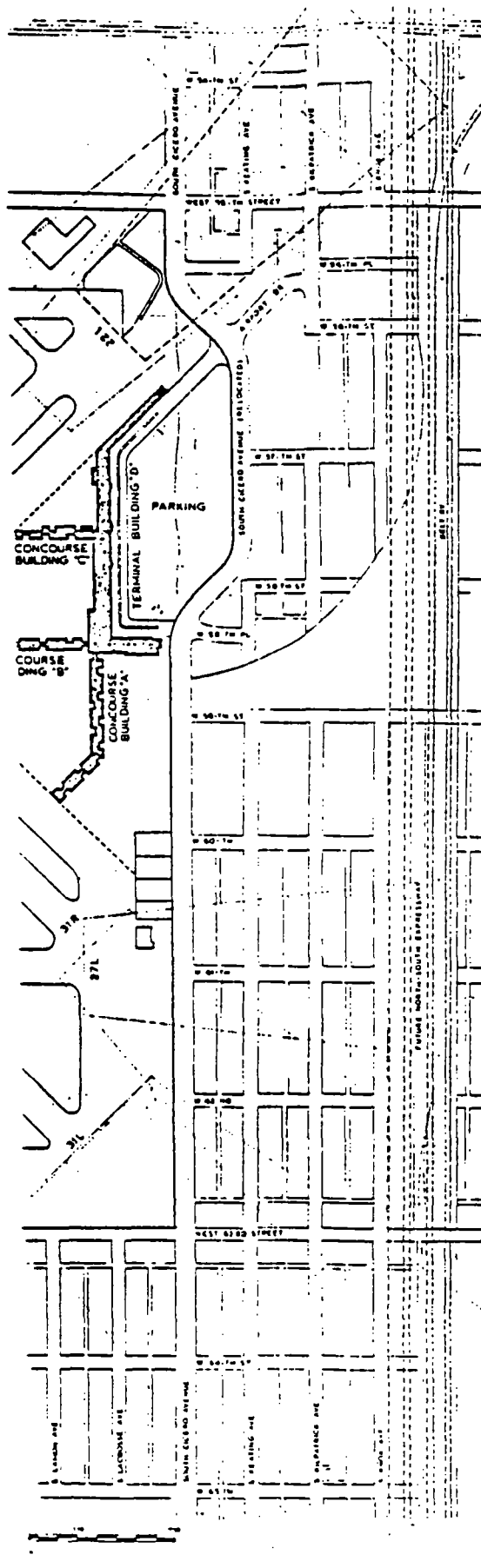


EXHIBIT "B"



REV. NO.		DATE		DESCRIPTION		SCALE	
CHICAGO MIDWAY AIRPORT AREA ASSIGNMENTS LOCATION PLAN							
C.F. MURPHY ASSOCIATES ARCHITECTS CHICAGO				CITY OF CHICAGO ENGINEERS ILLINOIS RICHARD J. DALEY MAYOR			
<i>William B. Murphy</i>				<i>Richard J. Daley</i>			
DATE 11-1-1980		SCALE 1"=300'		JOB NUMBER 1856-01		DRAWING NO. 2	
APPROVED: CARL W. MANN JR.							

(Continued from page 20180)

This Agreement made this _____ day of _____, 1985, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Autocrat Company, d/b/a Dollar Rent A Car Corporation, an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to operate an Automobile Rental Concession area with certain rights in the Airport Terminal Buildings; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee Automobile Rental Concession areas and rights, licenses and privileges as herein set forth; now, therefore,

Article I.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago Midway Airport:

- 1) Space No. D223-D1, consisting of 290 square feet, in Terminal Building Area D-2;
- 2) A minimum of 148 spaces will be reserved for parking ready/return automobiles; which spaces will be allocated and reallocated annually in direct proportion to the amount of concession fees paid to the City during the preceding calendar year by the respective Automobile Rental Licensees operating at Chicago Midway Airport that desire to participate in such space allocation;

as indicated on Exhibits "A" and "B", attached hereto and made a part hereof, said space to be used for the purpose of operating an automobile rental concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate an Automobile Rental Concession, upon and from the Airport, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this Agreement, a privilege to conduct an Automobile Rental Concession business on, upon and from the Airport under license terms more favorable to such other individual, firm or corporation than those contained herein, including location, the minimum guaranty, percentage fee, fixed Licensee fee and performance bond requirements;

Licensor hereby covenants and agrees that it shall take all lawful action within its authority to protect the rights and privileges granted to Licensee under this Agreement.

Article II
Term.

The term of this Agreement shall be for a period of three (3) years, beginning on _____, 1985, on the first day of the month following the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating _____.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the granted areas after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that scheduled jet or turbojet air transportation operations of aircraft with fifty (50) or more seat capacity are discontinued at the Airport then the terms and conditions of this Agreement shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

Article III
License Fees.

A. Fees To Be Paid. During the term of this Agreement, Licensee agrees to pay Licensor an annual fixed fee equal to Twelve Dollars (\$12.00) per square foot (counter and office area) with payment equal to one twelfth of the annual fee of _____ and No/100 Dollars (\$_____) due each month in advance.

Licensee, further agrees to pay Licensor an annual fixed fee of One Hundred Twenty and No/100 Dollars (\$120.00) for each ready/return parking space allocated by Licensor and accepted or used by Licensee, with payment of Ten and No/100 Dollars (\$10.00) due each month in advance for each such parking space allocated to Licensee for use during that month.

As additional percentage license fee, Licensee agrees to pay Licensor a sum of money equal to ten percent (10%) of gross receipts, derived from operations at Chicago Midway Airport, however, the minimum annual percentage fee in the first year of this Agreement is to be Forty Thousand and No/100 Dollars (\$40,000.00). In subsequent years, the minimum annual percentage fee shall be adjusted in direct proportion to the percentage increase or decrease in the amount of fees paid to the City by the Licensee operating at Chicago Midway Airport during the immediately preceding year when compared with the fees paid to the City in the second preceding year, by each individual Licensee.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to

1/12 of the annual fixed fees and minimum annual percentage fee noted above for Chicago Midway Airport.

Licensee, within twenty (20) days of the end of each calendar month shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum annual percentage fee for that month.

Licensee shall furnish a separate certified monthly report of gross sales at Chicago Midway Airport, which report shall be certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

The minimum annual percentage fee shall abate proportionately in any year in which the number of deplaned passengers shall decline from the number of deplaned passengers in base year 1983. Additional percentage license fee and annual fixed fees shall not be affected by any such decline. If in any month during the term of this Agreement, the number of scheduled deplaned passengers shall decline by at least 50% when compared with the previous month or the same month in the year previous, the minimum annual percentage fee shall abate proportionately in that month.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said automobile rental operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said Automobile Rental concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" as used in this Agreement shall be defined as and shall specifically include all receipts derived from time and mileage charges and personal accident insurance coverage charges resulting from the rental of Airport based vehicles, and any other vehicles rented from the Airport whether or not such vehicles are assigned to the Airport Fleet or to a "foreign" fleet and from exchanges, regardless of the time elapsed or mileage traveled, whereby an automobile delivered to a customer at the Airport is exchanged for another automobile within a radius of thirty (30) miles from said Airport.

"Gross receipts" as used herein shall include applicable sales made for cash or credit or otherwise, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service or like property, or services as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

No fees or commissions paid by Licensee to air carriers or others may be deducted from any such gross receipts. Nor may Licensee deduct for amounts paid or credited to other car rental locations when Licensee rents "foreign" vehicles.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them.

(2) Sums received by Licensee as insurance proceeds or otherwise as reimbursement for loss or damage of vehicles.

(3) Sums received by Licensee for fuel replacement, intercity or drop-off fees or collision damage waiver.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation, the City Comptroller, and City Clerk of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licenser with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each contract or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licenser with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, which shall be certified by the chief financial officer of the Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licenser pro rata in the same

proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV
General Description of the Concession.

A. Automobile Rental Concession. As used in this Agreement, Automobile Rental Concession shall be limited to mean the authorization to rent vehicles for passenger transportation. The conduct of the business is to be done in a manner that is friendly, cooperative, though competitive, tending to enhance the quality of the automobile rental service of the Licensee and its competitors at the Airport.

Rental of vehicles other than passenger cars and vans, such as trucks, trailers or motor homes shall be allowed only at the specific approval in writing of the Commissioner of Aviation.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any other coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activity other than those enumerated above.

B. Specialty and/or Public Transportation Concessions. Licensor reserves the right at any time to enter into agreements with other ground transportation operators for the operation at the Airport of concessions dealing exclusively in particular types and areas of transportation such as, but not limited to taxicabs, livery services, bus companies, etc. Such Agreements to be in accordance with and subject to the provisions of Article I. B. herein.

C. Conflicts between Licensees. In the event of a conflict between the Automobile Rental Licensees and/or any other Licensee or Concessionaire at the Airport as to the space and conduct used by the respective Concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified space or method of conduct is to be used by this Licensee and agrees to be bound by such decision of the Commissioner of Aviation.

Article V
Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to remodel, and expand to the extent necessary, the present counter and office areas at Chicago Midway Airport. This construction is to begin within sixty (60) days after approval of the plans and

specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Should enlarged and/or additional Automobile Rental service areas be needed during the first year of this Agreement, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

B. Installations by the Licensor and by the Licensee. As in the concession area designated on Exhibit "A", attached hereto, the Licensor, in any enlarged and/or additional Automobile Rental concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago Midway Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession area more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.
- (2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the

Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the improvement of the rental concession area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.
- (4) Licensee shall at all times throughout the term of this Agreement maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.
- (5) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any liens sought to be imposed.
- (6) In the event that the counter and office areas are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, and if the best efforts of the Commissioner of Aviation are unable to provide comparable areas to the Licensee, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of this Agreement.
- (7) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary for the proper functioning of the Airport.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical

or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI
Services to be Performed by Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open to serve the public as many hours as reasonably necessary, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for any reasonable hours as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major Airport terminal buildings. Vehicles offered for rental shall be late model, shall be in top condition, licensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to take appropriate action with respect to any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

Licensee, its employees, invitees and those doing business with it, shall have no right under this Agreement to park vehicles upon the Airport premises other than in places assigned or granted to Licensee pursuant to this Agreement, except in the Airport Public Parking Lots and upon payment of regular charges therefor or in any duly designated employee parking lot.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden.

F. Automobile Rental Concession. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of any premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VII
Service to be Performed by the Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

To the extent legally permissible, Licensor will not authorize or permit the transaction of automobile rental business on the Airport other than by Airport Automobile Rental Licensees. Such business includes but is not limited to, advertising displays, solicitation of customers, paging of customers by use of the Airport public address system or direct telephone lines to off Airport properties.

Article VIII
Cancellation by Licensee.

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the Municipal Airport under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said Airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of such Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The breach by the Licensor in the performance of any covenant or Agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.
- (5) The event of the adoption or enforcement of any mandatory federal, state, or municipal regulation or order pertaining to the allocation of fuel, prohibition of public driving, or other similar restrictive matter, which is so inclusive as to severely restrict Licensee's business at the Airport.

Article IX
Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensors in all ways possible in continuing the business of operating an automobile rental concession in said terminal building(s) uninterruptedly.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the installed improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, however, all logos or trademarks or trade fixtures may be removed.

Article X
Damage or Destruction of Premises.

Should any portion of the granted premises hereby be partially damaged by fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensors at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensors at its expense as quickly as practicable and the minimum fixed fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensors fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensors shall furnish Licensee with replacement space suitable to Licensee. In such event the minimum fixed fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airport shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises granted hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago Midway Airport be damaged by fire or other casualty or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted to Licensee therein), the minimum rental payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensors and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XI
Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the City Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be:

- 1) Workmen's compensation insurance as established by statute;
- 2) General liability insurance with a combined single limit covering bodily injury and property damage of not less than \$1,000,000.00 per occurrence;
- 3) Automobile liability insurance, in accordance with the terms and conditions of Licensee's automobile rental agreement, of not less than \$100,000.00 coverage for personal injury to each person; \$300,000.00 coverage for each accident; and \$25,000.00 for property damage for each accident.

All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder, and shall contain a waiver of subrogation on the part of the insurer.

Licensee shall deliver all policy originals or duplicate originals and endorsements thereto, or certificates as evidence of insurance that are acceptable to the City Comptroller in both form and content to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

Article XII
Employment Preferences and First Source Agreement.

Licensee agrees that it will use its best efforts to maximize equal employment opportunity for minorities and women.

Licensee agrees that it will use its best efforts to insure that local minority- owned and female-owned businesses receive a fair and substantial portion of the opportunities for providing goods and services.

Licensee agrees that it will use its best efforts, within compliance of existing trade union agreements, to employ residents of the City of Chicago in the operation of its concession at Chicago Midway Airport. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine

compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First-Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith, and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

Article XIII
Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of Licensee's individual culpability, of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, including property of Licensor, sustained on or about the Licensee's areas of the Airport, or arising out of Licensee's use thereof, as a proximate result of the acts or omissions of Licensee, its agents, customers, servants or employees, or arising out of any condition of said concession premises.

Article XIV
Inspection.

The Licensee shall allow the Licensor's authorized representative, including but not limited to investigators of the City Clerk of the City of Chicago, access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XV
Ingress and Egress.

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress and egress from the granted premises; provided, however, that the suppliers of services, furnishing materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVI
Assignment and Subletting.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same nor permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council of the City of Chicago being first obtained.

Article XVII
Signs.

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XVIII
Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement through passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its rights in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XIX
Concessionaire's Bond.

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond or Irrevocable Letter of Credit satisfactory to the City Comptroller with an approved corporate surety in the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XX
Subject to Airline Agreements, Nondiscrimination
and F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color,

religion, age, sex, national origin, or handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, or handicap. 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. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 58, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851-856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the Use of the Premises by Tenant.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, (as a covenant running with the land) that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the

premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants and Licensee's failure to cure such breach, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess (said land and) the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Article XXI
Non-Waiver.

Any waiver of any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXII
Default.

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of any fees due hereunder, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such arrears, failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fees, if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation may lawfully, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said granted premises or any part thereof and in the name of the whole, repossess the same, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIII
Independence of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXIV
Rules, Regulations, Laws, Ordinances and Licenses.

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, and county and municipal governments which may be applicable to its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Article XXV
Notices.

Notices provided for herein shall be sufficient if sent to Licensor by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602, and if sent to Licensee by certified mail, postage prepaid, addressed to Properties Manager, Autocrat Company, d/b/a Dollar Rent A Car, 5742 North River Road, Rosemont, Illinois, 60018 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVI
Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVII
Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXVIII
Prohibition of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or in any other public office, by Licensee or any one acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits printed on pages 20200 through 20201 of this Journal.]

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

Action Deferred -- AUTHORITY GRANTED FOR EXECUTION
OF AUTOMOBILE RENTAL CONCESSION AGREEMENT
WITH NATIONAL CAR RENTAL SYSTEM,
INCORPORATED AT CHICAGO
MIDWAY AIRPORT.

The Committee on Aviation submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, September 20, 1985.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (which was referred on September 20, 1985, by the Department of Aviation) authorizing the approval and execution of an Automobile Rental Concession Agreement with National Car Rental System, Inc. for certain premises in the Terminal Building at Chicago Midway Airport.

This recommendation was concurred in unanimously by the the members of the committee.

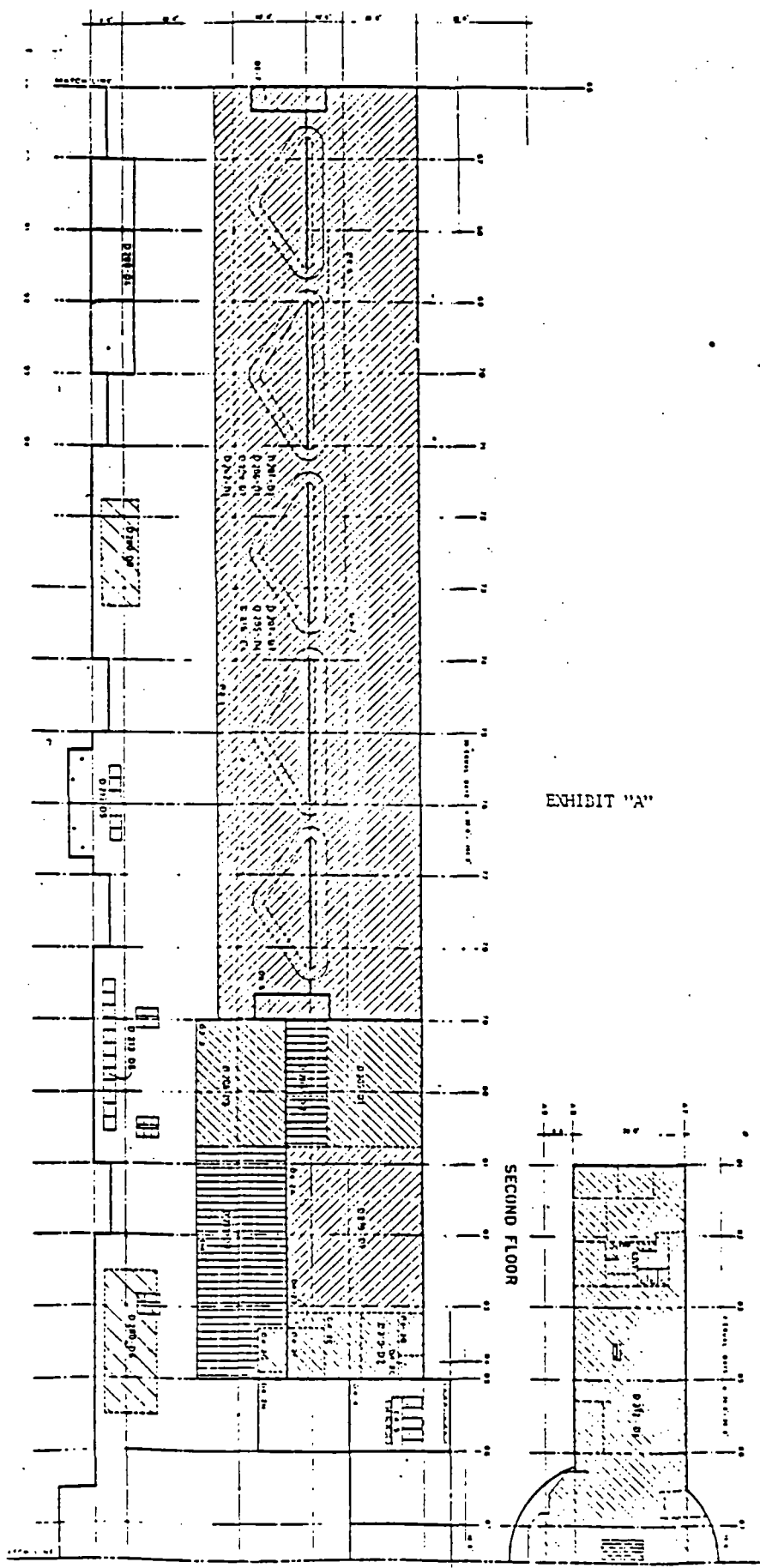
Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an Automobile Rental Concession Agreement with National Car Rental System, Inc. for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

(Continued on page 20202)



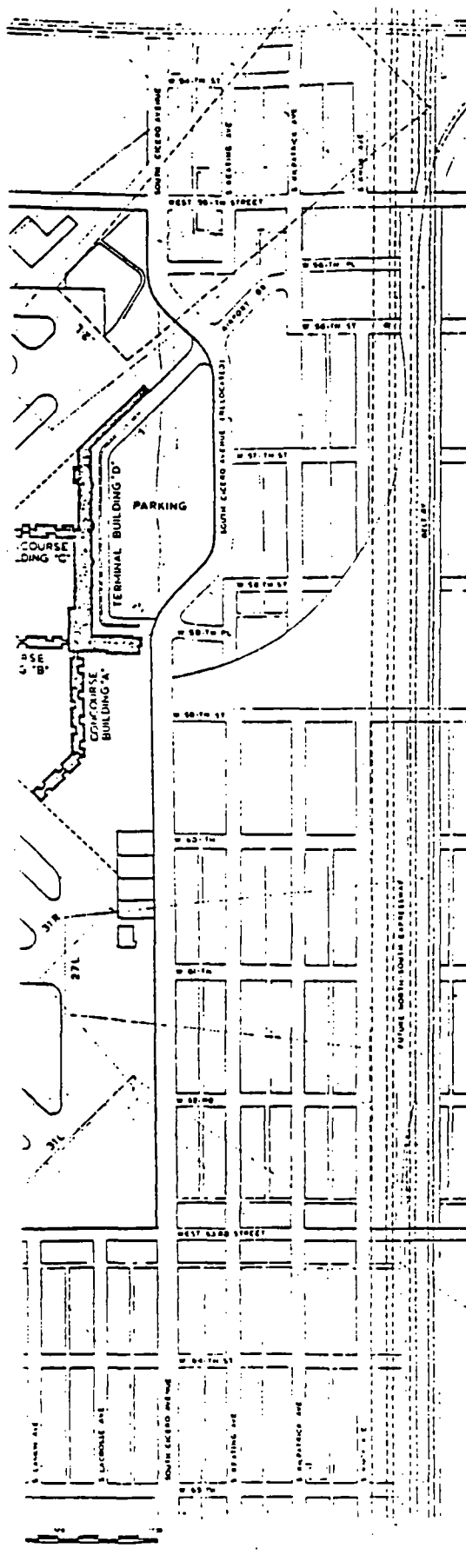


EXHIBIT "B"



REV NO	DATE	DESCRIPTION	APPROVED
CHICAGO MIDWAY AIRPORT AREA ASSIGNMENTS LOCATION PLAN			
C.F. MURPHY ASSOCIATES ARCHITECTS ENGINEERS CHICAGO ILLINOIS		CITY OF CHICAGO RICHARD J. DALEY MAYOR	
<i>William C. Murphy</i>		<i>Richard J. Daley</i>	
DATE 11-5-1968 SCALE 1"=300'		JOB NUMBER 1856-01	
APPROVED C.F. MURPHY JR.		DRAWING NUMBER 2	

(Continued from page 20199)

Automobile Rental Concession License Agreement.

This Agreement made this _____ day of _____, 198____, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and National Car Rental System, Inc. a Nevada corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to operate an Automobile Rental Concession area with certain rights in the Airport Terminal Buildings; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee Automobile Rental Concession areas and rights, licenses and privileges as herein set forth; now, therefore,

Article I.

A. Premises: Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago Midway Airport:

- 1) Space No. D119-D1, consisting of 290 square feet, in Terminal Building Area D-1;
- 2) A minimum of 148 spaces will be reserved for parking ready/return automobiles; which spaces will be allocated and reallocated annually in direct proportion to the amount of concession fees paid to the City during the preceding calendar year by the respective Automobile Rental Licensees operating at Chicago Midway Airport that desire to participate in such space allocation;

as indicated on Exhibits "A" and "B", attached hereto and made a part hereof, said space to be used for the purpose of operating an automobile rental concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate an Automobile Rental Concession, upon and from the Airport, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this Agreement, a privilege to conduct an Automobile Rental Concession business on, upon and from the Airport under license terms more favorable to such other individual, firm or corporation than those contained herein,

including location, the minimum guaranty, percentage fee, fixed Licensee fee and performance bond requirements.

Licensors hereby covenants and agrees that it shall take all lawful action within its authority to protect the rights and privileges granted to Licensee under this Agreement.

Article II
Term.

The term of this Agreement shall be for a period of three (3) years, beginning on _____, 198____, on the first day of the month following the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating_____.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the granted areas after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that scheduled jet or turbojet air transportation operations of aircraft with fifty (50) or more seat capacity are discontinued at the Airport then the terms and conditions of this Agreement shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

Article III
License Fees.

A. Fees To Be Paid. During the term of this Agreement, Licensee agrees to pay Licensors an annual fixed fee equal to Twelve Dollars (\$12.00) per square foot (counter and office area) with payment equal to one twelfth of the annual fee of _____ and no/Dollars (\$_____) due each month in advance.

Licensee, further agrees to pay Licensors an annual fixed fee of One Hundred Twenty and No/100 Dollars (\$120.00) for each ready/return parking space allocated by Licensors and accepted or used by Licensee, with payment of Ten and no/100 Dollars (\$10.00) due each month in advance for each such parking space allocated to Licensee for use during that month.

As additional percentage license fee, Licensee agrees to pay Licensors a sum of money equal to ten percent (10%) of gross receipts, derived from operations at Chicago Midway Airport, however, the minimum annual percentage fee in the first year of this Agreement is to be Forty Thousand and no/100 Dollars (\$40,000.00). In subsequent years, the minimum annual percentage fee shall be adjusted in direct proportion to the percentage increase or decrease in the amount of fees paid to the City by the Licensee operating at Chicago Midway Airport during the immediately preceding year when compared with the fees paid to the City in the second preceding year, by each individual Licensee.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual fixed fees and minimum annual percentage fee noted above for Chicago Midway Airport.

Licensee, within twenty (20) days of the end of each calendar month shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum annual percentage fee for that month.

Licensee shall furnish a separate certified monthly report of gross sales at Chicago Midway Airport, which report shall be certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

The minimum annual percentage fee shall abate proportionately in any year in which the number of deplaned passengers shall decline from the number of deplaned passengers in base year 1983. Additional percentage license fee and annual fixed fees shall not be affected by any such decline. If in any month during the term of this Agreement, the number of scheduled deplaned passengers shall decline by at least 50% when compared with the previous month or the same month in year previous, the minimum annual percentage fee shall abate proportionately in that month.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Automobile Rental operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said automobile rental concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" as used in this Agreement shall be defined as and shall specifically include all receipts derived from time and mileage charges and personal accident insurance coverage charges resulting from the rental of Airport based vehicles, and any other vehicles rented from the Airport whether or not such vehicles are assigned to the Airport Fleet or to a "foreign" fleet and from exchanges, regardless of the time elapsed or mileage traveled, whereby an automobile delivered to a customer at the Airport is exchanged for another automobile within a radius of thirty (30) miles from said Airport.

"Gross receipts" as used herein shall include applicable sales made for cash or credit or otherwise, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service for like property, or services as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

No fees or commissions paid by Licensee to air carrier or others may be deducted from any such gross receipts. Nor may Licensee deduct for amounts paid or credited to other car rental locations when Licensee rents "foreign" vehicles.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them.

(2) Sums received by Licensee as insurance proceeds or otherwise as reimbursement for loss or damage of vehicles.

(3) Sums received by Licensee for fuel replacement, intercity or drop-off fees or collision damage waiver.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation, the City Comptroller, and City Clerk of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licenser with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each contract or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licenser with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, which shall be certified by the chief financial officer of the Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and

charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV

General Description of the Concession.

A. Automobile Rental Concession. As used in this Agreement, Automobile Rental Concession shall be limited to mean the authorization to rent vehicles for passenger transportation. The conduct of the business is to be done in a manner that is friendly, cooperative, though competitive, tending to enhance the quality of the automobile rental service of the Licensee and its competitors at the Airport.

Rental of vehicles other than passenger cars and vans, such as trucks, trailers or motor homes shall be allowed only at the specific approval in writing of the Commissioner of Aviation.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any other coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activity other than those enumerated above.

B. Specialty and/or Public Transportation Concessions. Licensor reserves the right at any time to enter into agreements with other ground transportation operators for the operation at the Airport of concessions dealing exclusively in particular types and areas of transportation such as, but not limited to taxicabs, livery services, bus companies, etc. Such Agreements to be in accordance with and subject to the provisions of Article I. B. herein.

C. Conflicts between Licensees. In the event of a conflict between the Automobile Rental Licensees and/or any other Licensee or Concessionaire at the Airport as to the space and conduct used by the respective Concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified space or method of conduct is to be used by this Licensee and agrees to be bound by such decision of the Commissioner of Aviation.

Article V

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to remodel and expand to the extent necessary, the present counter and office areas at Chicago Midway Airport. This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Should enlarged and/or additional Automobile Rental service areas be needed during the first year of this Agreement, Licensee agrees to provide them in the manner specified in this Article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

B. Installations by the Licensor and by the Licensee. As in the concession area designated on Exhibit "A" attached hereto, the Licensor, in any enlarged and/or additional automobile rental concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago Midway Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

- (2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the improvement of the rental concession area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.
- (4) Licensee shall at all times throughout the term of this Agreement maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.
- (5) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any liens sought to be imposed.
- (6) In the event that the counter and office areas are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, and if the best efforts of the Commissioner of Aviation are unable to provide comparable areas to the Licensee, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of this Agreement.
- (7) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary for the proper functioning of the Airport.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall

obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI
Services to be Performed by Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open to serve the public as many hours as reasonably necessary, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for any reasonable hours as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major Airport terminal buildings. Vehicles offered for rental shall be late model, shall be in top condition, licensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to take appropriate action with respect to any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

Licensee, its employees, invitees and those doing business with it, shall have no right under this Agreement to park vehicles upon the Airport premises other than in places assigned or granted to Licensee pursuant to this Agreement, except in the Airport Public Parking Lots and upon payment of regular charges therefor or in any duly designated employee parking lot.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden.

F. Automobile Rental Concession. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of any premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out,

insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VII

Service to be Performed by the Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

To the extent legally permissible, Licensor will not authorize or permit the transaction of automobile rental business on the Airport other than by Airport Automobile Rental Licensees. Such business includes but is not limited to, advertising displays, solicitation of customers, paging of customers by use of the Airport public address system or direct telephone lines to off Airport properties.

Article VIII

Cancellation by Licensee.

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the municipal Airport under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said Airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of such Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The breach by the Licensor in the performance of any covenant or Agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.
- (5) The event of the adoption or enforcement of any mandatory federal, state, or municipal regulation or order pertaining to the allocation of fuel, prohibition of

public driving, or other similar restrictive matter, which is so inclusive as to severely restrict Licensee's business at the Airport.

Article IX
Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating an automobile rental concession in said terminal building(s) uninterruptedly.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the installed improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, however, all logos or trademarks or trade fixtures may be removed.

Article X
Damage or Destruction of Premises.

Should any portion of the granted premises hereby be partially damaged by fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum fixed fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the minimum fixed fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airport shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises granted hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago Midway Airport be damaged by fire or other casualty or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted to Licensee therein), the minimum rental payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith

negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XI
Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the City Comptroller for the protection of Licensors and/or Licensee. Insurance requirements hereunder shall be:

- 1) Workmen's compensation insurance As established by statute;
- 2) General liability insurance with a combined single limit covering bodily injury and property damage of not less than \$1,000,000.00 per occurrence;
- 3) Automobile liability insurance, in accordance with the terms and conditions of Licensee's automobile rental agreement, of not less than \$100,000.00 coverage for personal injury to each person; \$300,000.00 coverage for each accident; and \$25,000.00 for property damage for each accident.

All policies or endorsements thereto shall in all cases where possible name Licensors as co-insured thereunder, and shall contain a waiver of subrogation on the part of the insurer.

Licensee shall deliver all policy originals or duplicate originals and endorsements thereto, or certificates as evidence of insurance that are acceptable to the City Comptroller in both form and content to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensors under the provisions of Article XIII of this Agreement.

Article XII
Employment Preferences and First Source Agreement.

Licensee agrees that it will use its best efforts to maximize equal employment opportunity for minorities and women.

Licensee agrees that it will use its best efforts to insure that local minority-owned and female-owned businesses receive a fair and substantial portion of the opportunities for providing goods and services.

Licensee agrees that it will use its best efforts, within compliance of existing trade union agreements, to employ residents of the City of Chicago in the operation of its concession at Chicago Midway Airport. Licensors shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper

advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First-Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith, and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

Article XIII
Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of Licensee's individual culpability, of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, including property of Licensor, sustained on or about the Licensee's areas of the Airport, or arising out of Licensee's use thereof, as a proximate result of the acts or omissions of Licensee, its agents, customers, servants or employees, or arising out of any condition of said concession premises.

Article XIV
Inspection.

The Licensee shall allow the Licensor's authorized representative, including but not limited to investigators of the City Clerk of the City of Chicago, access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XV
Ingress and Egress.

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises; provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVI
Assignment and Subletting.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same nor permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council of the City of Chicago being first obtained.

Article XVII
Signs.

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XVIII
Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement through passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its rights in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XIX
Concessionaire's Bond.

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond or Irrevocable Letter of Credit satisfactory to the City Comptroller with an approved corporate surety in the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XX
Subject to Airline Agreements, Nondiscrimination and
F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, or handicap. 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. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch 29., Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the Use of the Premises by Tenant.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, (as a covenant running with the land) that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied

benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants and Licensee's failure to cure such breach, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess (said land and) the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Article XXI
Non-Waiver.

Any waiver of any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXII
Default.

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of any fees due hereunder, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such arrears, failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fees, if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation may lawfully, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said granted premises or any part thereof and in the name of the whole, repossess the same, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIII
Independence of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Article XXIV**Rules, Regulations, Laws, Ordinances and Licenses.*

The Licenser shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, and county and municipal governments which may be applicable to its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

*Article XXV**Notices.*

Notices provided for herein shall be sufficient if sent to Licenser by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602, and if sent to Licensee by certified mail, postage prepaid, addressed to Properties Manager, National Car Rental System, Inc., 7700 France Avenue South, Minneapolis, Minnesota, 55435 or to such other addresses as the parties may designate to each other in writing from time to time.

*Article XXVI**Paragraph Headings.*

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

*Article XXVII**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licenser or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

*Article XXVIII**Prohibition of Recordation.*

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licenser, be and become absolutely null and void and Licenser may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed, under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits printed on pages 20219 through 20220 of this Journal.]

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

Action Deferred -- AUTHORITY GRANTED FOR EXECUTION OF
AUTOMOBILE RENTAL CONCESSION AGREEMENT WITH
AVIS RENT-A-CAR SYSTEM, INCORPORATED AT
CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, September 20, 1985.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (which was referred on September 20, 1985, by the Department of Aviation) authorizing the approval and execution of an Automobile Rental Concession Agreement with Avis Rent A Car System, Inc. for certain premises in the Terminal Building at Chicago Midway Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

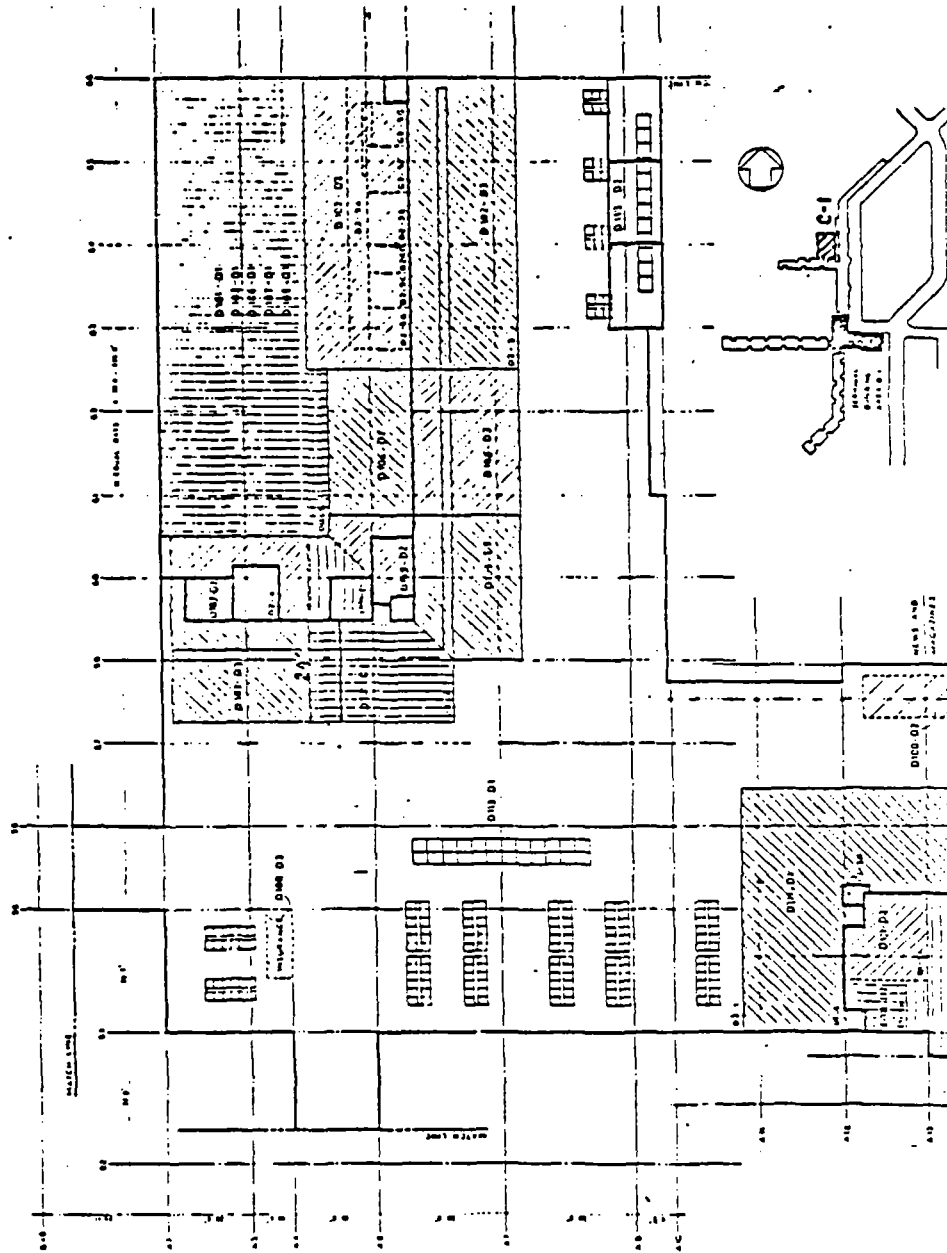
The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an Automobile Rental Concession Agreement with Avis Rent A Car System, Inc. for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

(Continued on page 20221)

EXHIBIT "A"



(Continued from page 20218)

Automobile Rental Concession License Agreement.

This Agreement made this _____ day of _____, 1985, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Avis Rent A Car System, Inc., a Delaware corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to operate an Automobile Rental Concession area with certain rights in the Airport Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee Automobile Rental Concession areas and rights, licenses and privileges as herein set forth; now, therefore,

Article I.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago Midway Airport:

- 1) Space No. D220-D1, consisting of 290 square feet, in Terminal Building Area D-2;
- 2) A minimum of 148 spaces will be reserved for parking ready/return automobiles; which spaces will be allocated and reallocated annually in direct proportion to the amount of concession fees paid to the City during the preceding calendar year by the respective Automobile Rental Licensees operating at Chicago Midway Airport that desire to participate in such space allocation;

as indicated on Exhibits "A" and "B", attached hereto and made a part hereof, said space be used for the purpose of operating an automobile rental concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate an Automobile Rental Concession, upon and from the Airport, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this Agreement, a privilege to conduct an Automobile Rental Concession business on, upon and from the Airport under license terms more favorable to such other individual, firm or corporation than those contained herein,

including location, the minimum guaranty, percentage fee, fixed Licensee fee and performance bond requirements;

Licensors hereby covenants and agrees that it shall take all lawful action within its authority to protect the rights and privileges granted to Licensee under this Agreement.

Article II
Term.

The term of this Agreement shall be for a period of three (3) years, beginning on _____, 1985, on the first day of the month following the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating _____.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the granted areas after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that scheduled jet or turbojet air transportation operations of aircraft with fifty (50) or more seat capacity are discontinued at the Airport then the terms and conditions of this Agreement shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

Article III
License Fees.

A. Fees To Be Paid. During the term of this Agreement, Licensee agrees to pay Licensors an annual fixed fee equal to Twelve Dollars (\$12.00) per square foot (counter and office area) with payment equal to one twelfth of the annual fee of _____ and no/100 Dollars (\$ _____) due each month in advance.

Licensee, further agrees to pay Licensors an annual fixed fee of One Hundred Twenty and no/100 Dollars (\$120.00) for each ready/return parking space allocated by Licensors and accepted or used by Licensee, with payment of Ten and no/100 Dollars (\$10.00) due each month in advance for each such parking space allocated to Licensee for use during that month.

As additional percentage license fee, Licensee agrees to pay Licensors a sum of money equal to ten percent (10%) of gross receipts, derived from operations at Chicago Midway Airport, however, the minimum annual percentage fee in the first year of this Agreement is to be Forty Thousand and no/100 Dollars (\$40,000.00). In subsequent years, the minimum annual percentage fee shall be adjusted in direct proportion to the percentage increase or decrease in the amount of fees paid to the City by the Licensee operating at Chicago Midway Airport during the immediately preceding year when compared with the fees paid to the City in the second preceding year, by each individual Licensee.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual fixed fees and minimum annual percentage fee noted above for Chicago Midway Airport.

Licensee, within twenty (20) days of the end of each calendar month shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum annual percentage fee for that month.

Licensee shall furnish a separate certified monthly report of gross sales at Chicago Midway Airport, which report shall be certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

The minimum annual percentage fee shall abate proportionately in any year in which the number of deplaned passengers shall decline from the number of deplaned passengers in base year 1983. Additional percentage license fee and annual fixed fees shall not be affected by any such decline. If in any month during the term of this Agreement, the number of scheduled deplaned passengers shall decline by at least 50% when compared with the previous month or the same month in the year previous, the minimum annual percentage fee shall abate proportionately in that month.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Automobile Rental operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said automobile rental concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" as used in this Agreement shall be defined as and shall specifically include all receipts derived from time and mileage charges and personal accident insurance coverage charges resulting from the rental of Airport based vehicles, and any other vehicles rented from the Airport whether or not such vehicles are assigned to the Airport Fleet or to a "foreign" fleet and from exchanges, regardless of the time elapsed or mileage traveled, whereby an automobile delivered to a customer at the Airport is exchanged for another automobile within a radius of thirty (30) miles from said Airport.

"Gross receipts" as used herein shall include applicable sales made for cash or credit or otherwise, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service for like property, or services as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

No fees or commissions paid by Licensee to air carriers or others may be deducted from any such gross receipts. Nor may Licensee deduct for amounts paid or credited to other car rental locations when Licensee rents "foreign" vehicles.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them.

(2) Sums received by Licensee as insurance proceeds or otherwise as reimbursement for loss or damage of vehicles.

(3) Sums received by Licensee for fuel replacement, intercity or drop-off fees or collision damage waiver.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation, the City Comptroller, and City Clerk of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licenser with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each contract or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licenser with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, which shall be certified by the chief financial officer of the Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at Chicago Midway Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees

and charges for said month shall be paid by Licensee to Licensor *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right or action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent *per annum* from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV

General Description of the Concession.

A. Automobile Rental Concession. As used in this Agreement, Automobile Rental Concession shall be limited to mean the authorization to rent vehicles for passenger transportation. The conduct of the business is to be done in a manner that is friendly, cooperative, though competitive, tending to enhance the quality of the automobile rental service of the Licensee and its competitors at the Airport.

Rental of vehicles other than passenger cars and vans, such as trucks, trailers or motor homes shall be allowed only at the specific approval in writing of the Commissioner of Aviation.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any other coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activity other than those enumerated above.

B. Specialty and/or Public Transportation Concessions. Licensor reserves the right at any time to enter into agreements with other ground transportation operators for the operation at the Airport of concessions dealing exclusively in particular types and areas of transportation such as, but not limited to taxicabs, livery services, bus companies, etc. Such agreements to be in accordance with and subject to the provisions of Article I. B. herein.

C. Conflicts between Licensees. In the event of a conflict between the Automobile Rental Licensees and/or any other Licensee or Concessionaire at the Airport as to the space and conduct used by the respective Concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified space or method of conduct is to be used by this Licensee and agrees to be bound by such decision of the Commissioner of Aviation.

Article V

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to remodel, and expand to the extent necessary, the present counter and office areas at Chicago Midway Airport.

This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Should enlarged and/or additional Automobile Rental service areas be needed during the first year of this Agreement, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

B. Installations by the Licensor and by the Licensee. As in the concession area designated on Exhibit "A", attached hereto, the Licensor, in any enlarged and/or additional automobile rental concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago Midway Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession area more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

- (2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the improvement of the rental concession area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.
- (4) Licensee shall at all times throughout the term of this Agreement maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.
- (5) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any liens sought to be imposed.
- (6) In the event that the counter and office areas are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, and if the best efforts of the Commissioner of Aviation are unable to provide comparable areas to the Licensee, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of the Agreement.
- (7) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary for the proper functioning of the Airport.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public

Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI

Services to be Performed by Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open to serve the public as many hours as reasonably necessary, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for any reasonable hours as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major Airport terminal buildings. Vehicles offered for rental shall be late model, shall be in top condition, licensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to take appropriate action with respect to any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

Licensee, its employees, invitees and those doing business with it, shall have no right under this Agreement to park vehicles upon the Airport premises other than in places assigned or granted to Licensee pursuant to this Agreement, except in the Airport Public Parking Lots and upon payment of regular charges therefor or in any duly designated employee parking lot.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptables for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden.

F. Automobile Rental Concession. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of any premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out,

insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VII

Service to be Performed by the Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

To the extent legally permissible, Licensor will not authorize or permit the transaction of automobile rental business on the Airport other than by Airport Automobile Rental Licensees. Such business includes but is not limited to, advertising displays, solicitation of customers, paging of customers by use of the Airport public address system or direct telephone lines to off Airport properties.

Article VIII

Cancellation by Licensee.

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the Municipal Airport under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said Airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of such Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The breach by the Licensor in the performance of any covenant or Agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.
- (5) The event of the adoption or enforcement of any mandatory federal, state, or municipal regulation or order pertaining to the allocation of fuel, prohibition of

public driving, or other similar restrictive matter, which is so inclusive as to severely restrict Licensee's business at the Airport.

Article IX

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensors in all ways possible in continuing the business of operating an automobile rental concession in said terminal building(s) uninterruptedly.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the installed improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, however, all logos or trademarks or trade fixtures may be removed.

Article X

Damage or Destruction of Premises.

Should any portion of the granted premises hereby be partially damaged by fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensors at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensors at its expense as quickly as practicable and the minimum fixed fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensors fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensors shall furnish Licensee with replacement space suitable to Licensee. In such event, the minimum fixed fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airport shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises granted hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago Midway Airport be damaged by fire or other casualty or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted to Licensee therein), the minimum rental payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensors and Licensee shall forthwith negotiate

in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XI
Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the City Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be:

- 1) Workmen's compensation insurance as established by statute;
- 2) General liability insurance with a combined single limit covering bodily injury and property damage of not less than \$1,000,000.00 per occurrence;
- 3) Automobile liability insurance, in accordance with the terms and conditions of Licensee's automobile rental agreement, of not less than \$100,000.00 coverage for personal injury to each person; \$300,000.00 coverage for each accident; and \$25,000.00 for property damage for each accident.

All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder, and shall contain a waiver of subrogation on the part of the insurer.

Licensee shall deliver all policy originals or duplicate originals and endorsements thereto, or certificates as evidence of insurance that are acceptable to the City Comptroller in both form and content, to the Commissioner of Aviation for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

Article XII
Employment Preferences and First Source Agreement.

Licensee agrees that it will use its best efforts to maximize equal employment opportunity for minorities and women.

Licensee agrees that it will use its best efforts to insure that local minority- owned and female-owned businesses receive a fair and substantial portion of the opportunities for providing goods and services.

Licensee agrees that it will use its best efforts, within compliance of existing trade union agreements, to employ residents of the City of Chicago in the operation of its concession at Chicago Midway Airport. Licensor shall have access to all employment information

regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First-Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith, and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

Article XIII
Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of Licensee's individual culpability, of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, including property of Licensor, sustained on or about the Licensee's areas of the Airport, or arising out of Licensee's use thereof, as a proximate result of the acts or omissions of Licensee, its agents, customers, servants or employees, or arising out of any condition of said concession premises.

Article XIV
Inspection.

The Licensee shall allow the Licensor's authorized representative, including but not limited to investigators of the City Clerk of the City of Chicago, access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XV
Ingress and Egress.

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises; provided, however,

that the suppliers of services, furnishings materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal airport operations.

*Article XVI
Assignment and Subletting.*

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same nor permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council of the City of Chicago being first obtained.

*Article XVII
Signs.*

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

*Article XVIII
Redelivery.*

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement through passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its rights in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

*Article XIX
Concessionaire's Bond.*

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond or Irrevocable Letter of Credit satisfactory to the City Comptroller with an approved corporate surety in the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

*Article XX
Subject to Airline Agreements, Nondiscrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, or handicap. 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. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851-856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the Use of the Premises by Tenant.

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, (as a covenant running with the land) that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the

grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants and Licensee's failure to cure such breach, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess (said land and) the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Article XXI
Non-Waiver.

Any waiver of any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXII
Default.

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of any fees due hereunder, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such arrears, failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fees, if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation may lawfully, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said granted premises or any part thereof and in the name of the whole, repossess the same, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIII
Independence of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Article XXIV**Rules, Regulations, Laws, Ordinances and Licenses.*

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, and county and municipal governments which may be applicable to its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

*Article XXV**Notices.*

Notices provided for herein shall be sufficient if sent to Licensor by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago Illinois, 60602, and if sent to Licensee by certified mail, postage prepaid, addressed to Properties Manager, Avis Rent A Car System, Inc., 900 Old Country Road, Garden City, New York, 11530 or to such other addresses as the parties may designate to each other in writing from time to time.

*Article XXVI**Paragraph Headings.*

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

*Article XXVII**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

*Article XXVIII**Prohibition of Recordation.*

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereto shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibits printed on pages 20238 through 20239 of this Journal.]

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND AUTHORIZED FOR PROJECT BY MADISON STREET PARTNERSHIP.

The Committee on Economic Development submitted the following report:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

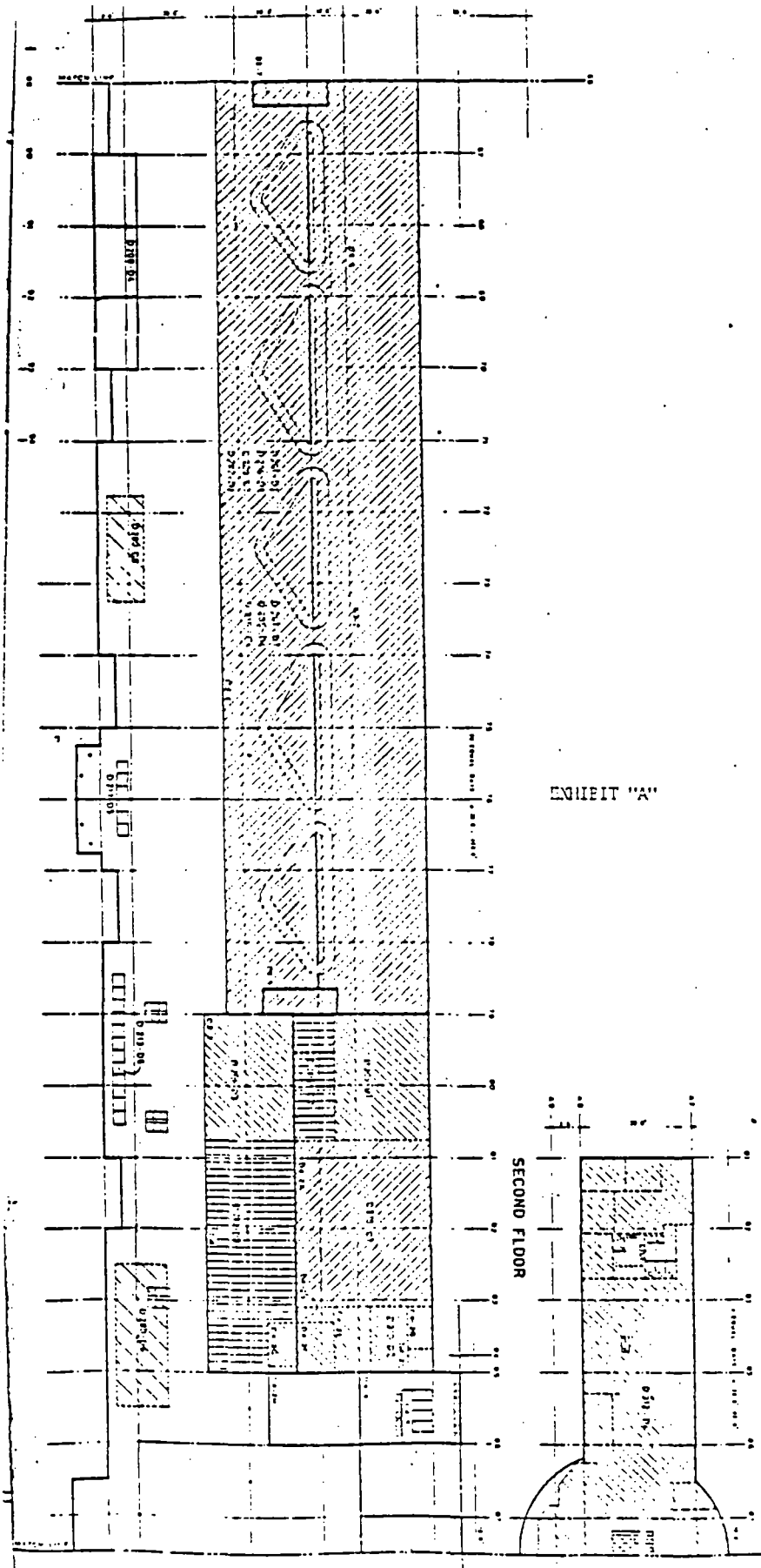
Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on September 11, 1985) providing for the conditional approval of an industrial revenue bond in the amount of \$700,000 for the financing of an industrial project in the City by the Madison Street Partnership, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

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

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

(Continued on page 20240)



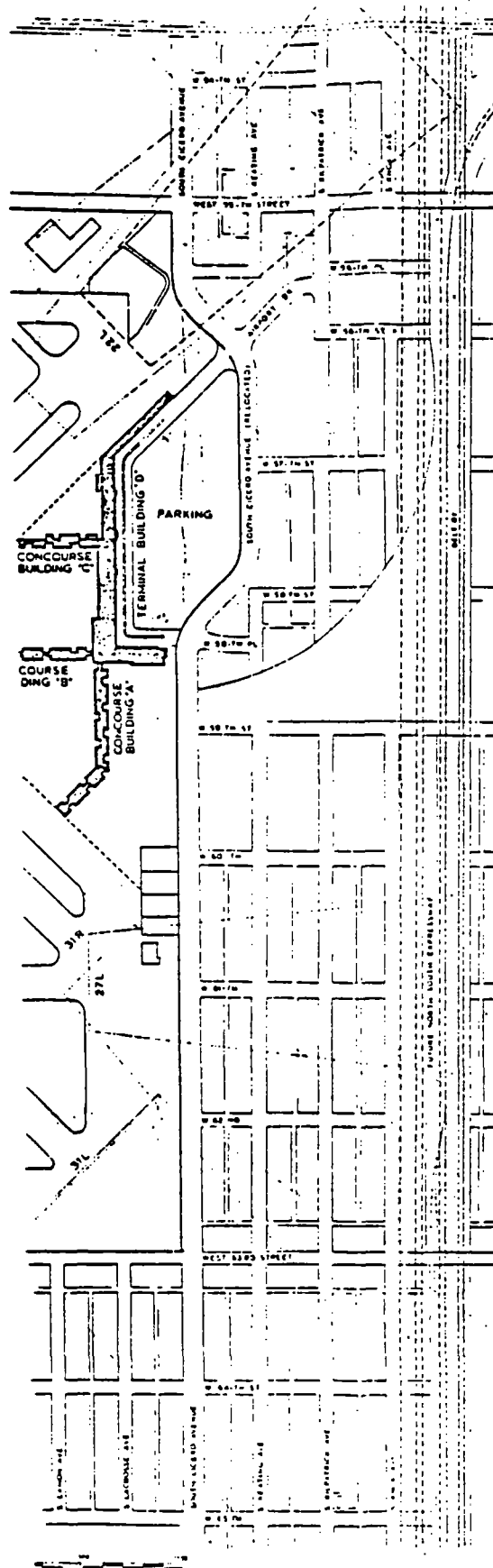


EXHIBIT "B"



REF NO.		DATE		DESCRIPTION		SCALE	
CHICAGO MIDWAY AIRPORT AREA ASSIGNMENTS LOCATION PLAN							
C. F. MURPHY ASSOCIATES ARCHITECTS CHICAGO				CITY OF CHICAGO RICHARD J. DALE MAYOR			
<i>William J. Murphy</i>				<i>Richard J. Dale</i>			
DATE 11-5-1983				SCALE 1"=300'		JOB NUMBER 1856-01	
APPROVED: C. F. MURPHY						DRAWING NO. 2	

(Continued from page 20237)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of the Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the 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 Supplemental Memorandum of Agreement relating to the issuance of not to exceed \$700,000 of Industrial Revenue Bonds to finance the completion and improvement of an industrial development project in the City of Chicago, Illinois, owned by Madison Street Partnership, an Illinois limited partnership, and leased to HydroAire, Inc., a Delaware corporation, to be used by HydroAire, Inc. as a manufacturing, repair, storage and office facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

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

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Supplemental 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 Supplemental Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance and the Indenture referred to in the Supplemental Memorandum of Agreement to issue such Industrial Revenue Bonds in an amount not to exceed \$700,000 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 proposed 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 and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

SECTION 4. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

Supplemental Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

Supplemental Memorandum of Agreement.

This Supplemental Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") Madison Street Partnership, an Illinois limited partnership (the "Borrower"), and HydroAire, Inc., a Delaware corporation (the "Lessee").

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 purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Borrower has acquired land located in the City of Chicago, Illinois and will construct and equip thereon a manufacturing, repair, storage and office facility (the "Project"). The Project will be leased by the Borrower to the Lessee.

(c) By a resolution adopted and approved July 12, 1983, the Economic Development Commission of the City of Chicago (the "Commission") advised the Department to execute a Memorandum of Agreement with the Borrower with respect to the proposed issuance of revenue bonds of the City to finance costs of the Project.

(d) Said Memorandum of Agreement, dated as of July 13, 1983 was executed and delivered by the Department and said Memorandum of Agreement was approved by the City Council of the City by an ordinance adopted August 10, 1983 giving conditional approval to the issuance of revenue bonds up to the amount of \$1,125,000 to finance costs of the Project.

(e) On December 16, 1983 the City Council of the City adopted an ordinance providing for the issuance of its Industrial Development Revenue Bonds (Madison Street Partnership Project) Series 1983 (the "Series 1983 Bonds") in the principal amount of \$1,125,000 to finance costs of the Project and on December 28, 1983, the City entered into and delivered to Allied Bank of Texas, as Trustee, a Trust Indenture dated as of December 1, 1983 (the "Indenture") securing the Series 1983 Bonds.

(f) Section 409 of the Indenture provides that the City may issue additional revenue bonds ("Additional Bonds") pursuant to the Indenture, on a parity with the Series 1983 Bonds, for the purposes of financing the cost of completion of the Project or the enlargement, improvement or expansion of the Project.

(g) The Borrower wishes to enlarge, expand and improve the Project and has determined that the costs of completing and improving the Project, as so enlarged, expanded and improved, will be in excess of the funds provided by the Series 1983 Bonds and wishes to confirm that the City will issue Additional Bonds in a principal amount not to exceed \$700,000 for the aforesaid purpose.

(h) 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.

(i) 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 supplements to existing instruments, 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 and the Indenture, to issue and sell its Additional Bonds in an amount not exceeding \$700,000 to pay costs of the completion and improvement of the Project and costs incidental to the issuance of the Additional Bonds.

(j) 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 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 Additional Bonds to finance the cost of the completion and improvement of the Project.

(k) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the completion and improvement of the Project on behalf of the Borrower 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 supplements its undertakings in the aforesaid Memorandum of Agreement and 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 Additional Bonds, pursuant to the terms of the Ordinance and Indenture as then in force.

(b) That it will cooperate with the Borrower in finding a purchaser or purchasers for the Additional 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 Additional Bonds and the financing of the completion and improvement of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Borrower.

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

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

3. Undertakings on the Part of the Borrower and the Lessee. Subject to the conditions above stated, the Borrower supplements its undertakings in the aforesaid Memorandum of Agreement and agrees as follows (and the Lessee agrees as set forth in paragraph (c) below):

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

(b) That contemporaneously with the issuance of the Additional Bonds, the Borrower will enter into a revenue agreement, as defined in the Ordinance, which may be a supplement to an existing revenue agreement, with the City under the terms of which the Borrower will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Additional 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 Borrower.

(c) That during the period beginning on the date of the sale and delivery of the Additional Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition and construction of the Project or after payment of all costs of acquisition and construction of the Project, whichever is later, the Borrower and the Lessee 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 and construction of the Project, and (2) permit the 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 offices of the Borrower or the Lessee located within the City during regular business hours all books, records, and other documents of the Borrower or the Lessee relating to expenditures from the Additional Bond proceeds for the Project and the numbers and types of jobs at the Project.

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

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Borrower under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Borrower) the City, the Department and the Borrower shall have agreed to mutually acceptable terms for the Additional 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 construction of the Project, including the fees and expenses of counsel to the City and the Department, Vedder, Price, Kaufman & Kammholz, as bond counsel, and any agent or underwriter for the sale of the Additional Bonds, shall be paid from the proceeds of the Additional Bonds or by the Borrower. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Additional Bonds are not sold within such time, the Borrower agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

(c) This Agreement shall be construed to constitute a supplement to the aforesaid Memorandum of Agreement, dated as of July 13, 1983, between the parties hereto and a confirmation of the provisions of the Indenture with respect to the issuance of Additional Bonds, as referred to in Section 1(f) hereof.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers or agents thereunto duly authorized as of this 30th day of August, 1985.

[Signature forms omitted for printing purposes.]

Exhibit A
Notice of Public Hearing.

Notice is hereby given that on _____, 1985, at _____ m. in _____, _____ Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not exceeding \$700,000 Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be loaned to Madison Street Partnership, an Illinois limited partnership (the "Borrower"), to be used by the Borrower for the completion and improvement of the acquisition, construction and installation of an approximately 33,000 square foot industrial building, building improvements and equipment in the City of Chicago for use as a manufacturing, repair, storage and office facility (the "Project") to be located on the 832-900 block of the north side of West Madison Street between Peoria Street and Green Street, Chicago, Illinois. The Project will be leased by the Borrower to HydroAire, Inc., a Delaware corporation.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Borrower (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No holder of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located in Room 2800, 20 North Clark Street, Chicago, Illinois 60602 until _____, 1985. Subsequent to the public hearing, the City Council of the City of Chicago will meet to consider approval of the issuance of the Bonds.

Notice dated _____.

/s/ _____
Commissioner of Economic Development,
Department of Economic Development of
the City of Chicago

COMMITTEE ON LEASES.

**CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE
AGREEMENT FOR PROPERTY LOCATED AT
2434 SOUTH PULASKI ROAD.**

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the City Comptroller to lease specified parcel of property for use by City departments and agencies.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

Nays -- None.

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

Said ordinance, as passed, reads as follows:

*Department of Police/Beat Representative Program
2434 South Pulaski Road.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Raquel Bernal (sole owner) as lessor, for approximately 1,200 square feet of office space on the first (1st) floor of the building located at 2434 South Pulaski for the Department of Police/Beat Representative Program, as lessee such lease to be approved by the Department of Police, and also approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 20247 of this Journal.]

9/24/85

REPORTS OF COMMITTEES

20247

LEASE-Short Form Lease No. 12026

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Raquel Bernal (sole owner)

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,200 square feet of office space on the first (1st) floor in the building located at 2434 South Pulaski for the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 1985, and ending on the 31st day of July A. D. 1987. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at, Raquel Bernal, 2434 S. Pulaski, Chicago, IL 60623 or at such other place as the Lessor may from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto

And Made a Part Hereof.
Provisions See Rider Attached Hereto And Made a Part Hereof.
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor shall comply with the provisions of the municipal code

Lessor during the entire term of this lease shall keep in a condition of thorough repair and in good order Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sewers. Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto And Made A Part
Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor. In as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessee, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Chief, Assistant Corporation Counsel
Director, _____
Real Estate _____

By: _____
Raquel Bernal

CITY OF CHICAGO

By: _____
Comptroller

Approved: _____
Superintendent, Department of Police

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Four Hundred Ninety-two (\$492.00) Dollars per month for period beginning on the first (1st) day of August, 1985 and ending on the 31st day of July, 1986;

Five Hundred and Twenty-seven (\$527.00) Dollars per month for the period beginning on the first (1st) day of August, 1986 and ending on the 31st day of July, 1987;

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Raquel Bernal, 2434 S. Pulaski, Chicago, Illinois 60623.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide one air-conditioning unit and maintain the same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code on the repair and maintenance of said demised premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for window air- conditioning.

Provide and maintain plate glass insurance.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included:

In the event the Lessor should fail to furnish any alterations, repairs or services as required by this lease or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of a breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions, of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

EXECUTION OF LEASE AGREEMENT FOR DEPARTMENT
OF PUBLIC WORKS AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance authorizing the execution of a lease agreement for the Department of Public Works at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Sections 8-20.1 and 8-20.2 of the Municipal Code of Chicago place the management, control, and leasing at Navy Pier under the jurisdiction of the Department of Public Works, subject to approval of the Comptroller and the City Council; and

WHEREAS, The Department of Public Works has submitted the Lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said Lease and the recommendation of the Department of Public Works; now, therefore,

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

SECTION 1. The Lease between the City of Chicago and the Chicago International Wooden Boat Festival which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease attached to this ordinance reads as follows:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and the Chicago International Wooden Boat Festival a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions
 numbered 1 to 6

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I - General Conditions

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desire or views of the Tenant and without interference or hinderance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges

granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in the event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligations of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Tenant as the agent or representative of the landlord for any purpose or in any manner whatsoever.

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical conditions of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained any flags, placards, signs, poles, wires, aerals, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and in good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense

thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by the law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, the Public Building Commission of Chicago, their authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Neither landlord, nor the Public Building Commission of Chicago shall be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from their acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements, thereto shall in all cases where possible name Landlord and the Public Building Commission of Chicago as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to the egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

Article XI.

If tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the non-payment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether, according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceedings and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or

elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action or forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article XIII.

Tenant, upon performing the covenants, conditions and agreement herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

Article XVI.

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his Contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Article XVII.

Tenant, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to 600 North McClurg Court, Suite 1302A, Chicago, Ill. 60611.

Execution of this Agreement authorized by ordinance of the Council of the City of Chicago passed _____ C.J.P. _____.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

*Part II -- Special Conditions.***1. Premises**

A. Landlord leases to Tenant 67,000 square feet of the South Promenade of the Pier, between frames 47 and 91.

B. Landlord also leases to Tenant 267 feet of mooring space along the South Wall of the Navy Pier.

2. Purpose

Tenant shall use the demised premises for the purpose of:

Staging a Chicago International Wooden Boat Show and for no other purpose whatsoever.

3. Term

The term of this Agreement shall begin on the 5th day of August, 1985, at 12:01 A.M. and shall terminate on the 12th day of August, 1985, at 12:00 midnight.

4. Rental and Estimated Operating Costs

Tenant shall pay Landlord as rent for the Promenade area, as deposits, based on estimated operation costs as follows:

I. Base Rent:**A. Exhibition Areas**

67,000 square feet at \$0.021 per square foot per day for 8 days or \$11,256.00.

- B. Optional additional area shall be rated at \$0.021 per square foot per day.
- C. Rate for cars parked at the Pier shall be \$2.00 per day.
- D. Floating Dock, 160 feet, shall be rated at .42 per lineal foot per day for 8 days or \$537.60.
- E. Dockage of the vessel Greenpeace, 107 feet, shall be rated at .42 per lineal foot for 8 days, or \$359.52.

II. Utility Expense:

A. Electricity

Average KWH per day, 6,000

6,000 x 8 days x .07 per KWH, or \$3,360

III. Support Personnel

A. One Electrical Mechanic (Not assigned to Navy Pier)

Regular Rate -- 17.55 per hour

Time and half overtime rate = \$26.35 per hour

1.	8 hours x 17.55 x 2 days =	\$280.80
2.	5 hours x 26.35 x 2 days =	263.50
3.	11 hours x 26.35 x 1 day =	289.85
4.	8 hours x 26.35 x 1 day =	<u>210.00</u>
	TOTAL	\$1,044.95

IV. Administrative Management Fee

- A. \$200.00 per day for 4 days = \$800.00

V. Summary

A. Rental Costs

Promenade	\$11,256.00
Floating Dock	537.60
Greenpeace	359.52
Total Rent	\$12,153.12

B. Estimated Operating Costs

Utility Cost	\$3,360.00
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Electrician	1,044.95
Management Fee	800.00
Total Estimated	
Operating Cost	\$5,204.95

Rent and Deposits shall be paid at time of execution of this Agreement.

Said rental payments to be made by certified check payable to the "City of Chicago", and mailed to Robert Shaw, Director of Administration, 320 N. Clark Street, Room 600, Chicago, Illinois 60610.

Tenant agrees to accept pier premises in "as is" condition. Tenant agrees to pay all expenses incurred before (set-up), during and after (breakdown) event.

5. Operations

A. Tenant shall deposit with the Commissioner on or before the 30th day prior to the first day of the term hereof a certified check in the sum of \$5,204.95 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant, and to guarantee return to the Landlord in good order, specific items of personal property which Tenant is allowed to use and, in addition, to guarantee performance of the various terms and conditions of this lease, including but not limited to Part I Art. V and Part II paragraphs 5-E and 5-O.

B. No alcoholic beverages of any kind shall be sold on the demised premises.

C. Unless consent in writing from the Commissioner is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the passageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by Tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for

the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for or on behalf of said Tenant, and said Tenant agrees to have on hand at times, at its own expense, such security force as is deemed necessary by the Commissioner to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left on the premises by persons attending the exhibition on the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said premises, and upon the exercise of this right by the Commissioner, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Commissioner.

K. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

L. Tenant shall provide at its own expense, janitorial services, all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition, ushers, crowd directors and any security service required on the direction of the Commissioner.

M. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner.

N. Landlord shall provide utilities. Tenant shall pay separately for this service.

O. Tenant shall provide its own tables, chairs, miscellaneous furniture items.

6. Exhibitions or Amusements with an Admission Charge.

If Tenant operates, or shall contract to be operated, any type of show, spectacle, amusement or exhibition within the area leased herein, and an admission charge is made for same either directly or indirectly:

A. Tenant shall pay to Landlord the sum of twelve and one-half (12½) per cent of the gross receipts therefrom as alternative rental for the demised premises, in the event said percentage exceeds the rental set forth in paragraph four (4) hereof.

B. Tenant shall pay to the City of Chicago, as set forth in the Municipal Code of the City of Chicago, four (4%) per cent of the established base ticket- window price of admission as the Municipal Amusement Tax. Such percentage shall also apply to advance sale tickets or book or block sale of tickets either at a reduced or "marked-up" price, and shall also apply to any "package" type of ticket that may be sold or given away by Tenant or agents of Tenant, this pertaining in particular to "tie-in" sale or space to exhibitors or other persons or parties of any nature whatsoever, either paid for or given away by Tenant or other persons.

C. All tickets of admission shall be in a form satisfactory to and shall contain only such words and figures approved by the Commissioner, and shall contain only such words and figures approved by the following statement: "The City of Chicago, as Landlord, does not assume responsibility for the performance for which this ticket is issued." Tickets shall be prepared by a responsible printer, at the sole expense of Tenant, who shall furnish to the Commissioner, no later than five (5) days prior to the event, a verified statement of the number of tickets, including complimentary tickets, printed and delivered to Tenant for use at the event and of the price to be charged for each ticket. If, and as soon as, any other tickets are printed or used, Tenant shall furnish a similar verified statement with respect thereto. A facsimile of each type and kind of ticket to be issued by Tenant shall be submitted to the Commissioner for his approval no later than 30 days prior to the time any ticket is offered for sale or distribution by Tenant.

D. At the close of each day's performance or show, or at the end of each day, the Commissioner or his representative shall be present to certify the official box-office or ticket treasurer's daily report and shall be furnished at least three (3) copies of the box-office ticket report form duly certified by an accredited representative of Tenant and the box-officer treasurer. On this form, or on an attached form, shall be shown the number of other persons entering the premises on either complimentary, executive, staff, employee, service, performer or exhibitor type admissions; however, reasonable allowance shall be made for visiting dignitaries or special admissions such as messengers, guards, etc., or musical or parade organizations, or members of the Armed Forces of the United States and other countries.

COMMITTEE ON ZONING.

Referred -- CHAPTER 34 OF MUNICIPAL CODE AMENDED BY ADDING
NEW SECTION 34-50 ENTITLED "PUBLIC
ADVERTISING BENCHES".

The Committee on Zoning submitted a report recommending that the City Council refer a proposed ordinance amending Chapter 34 of the Municipal Code concerning "Public Advertising Benches" to the Committee on Streets and Alleys.

On motion of Alderman Roti, the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Streets and Alleys* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

Nays -- None.

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

JOINT COMMITTEE.

COMMITTEE ON BUILDINGS.

COMMITTEE ON ZONING.

ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning submitted the following report:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Buildings along with Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed orders transmitted herewith (referred August 15 and September 11, 1985) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman, Committee on Zoning.

(Signed) FRED B. ROTI,
Chairman, Committee on Buildings.

On motion of Alderman Roti, the committee's recommendations were *Concurred In* and said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

2555 West Cermak Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2555 West Cermak Road, Toys "R" Us;

Dimensions: length 51 feet 5 inches, height 39 feet 4 inches
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 1753 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3201 South Wolcott Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3201 South Wolcott, Advertising;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 90 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1212 West 59th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1212 West 59th Street, Chicago, Illinois, Advertising;

Dimensions: length 23 feet, height 22 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 1012 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7801 South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7801 South Western Avenue, Chicago, Illinois, advertising;

Dimensions: length 23 feet, height 22 feet
Height Above Grade/Roof to Top of Sign: 46 feet
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structure.

2652 West 26th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2652 West 26th Street, Chicago, Illinois, advertising;

Dimensions: length 23 feet, height 22 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structure.

530 South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 530 South Western Avenue, Chicago, Illinois, advertising;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 110 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structure.

1703 West Ogden Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1703 West Ogden Avenue Chicago, Illinois, advertising;

Dimensions: length 23 feet, height 22 feet
Height Above Grade to Top of Sign 36 feet
Total Square Foot Area: 1012 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structure.

7127-7129 South State Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 North State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7127-7129 South State Street, Chicago, Illinois, general advertisers - various copy;

Dimensions: length 58 feet, height 18 feet

Height Above Grade/Roof to Top of Sign 70 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1044 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structure.

7921 South State Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 North State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7921 South State Street, general advertisers -- various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 90 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2960 North Ashland Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Jas. D. Ahern Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2960 North Ashland Avenue, Highland Superstore;

Dimensions: length 20 feet, height 13 feet

Height Above Grade/Roof to Top of Sign: 38 feet

Total Square Foot Area: 260 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3610 North Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf, Elk Grove, Illinois 60007, for the erection of two signs/signboards over 24 feet in height and/or over 100 square feet (in area of one face) at 3610 North Western Avenue, Wendy's;

Dimensions: length (1) 12 feet, (2) 12 feet; height (1) 10 feet, (2) 6 feet 6 inches

Height Above Grade/Roof to Top of Sign: (1) 120 feet, (2) 15 feet 6 inches

Total Square Foot Area: (1) 120 square feet, (2) 78 square feet.

Such signs shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

JOINT COMMITTEE.

COMMITTEE ON POLICE AND FIRE.

COMMITTEE ON ADMINISTRATION, REORGANIZATION AND PERSONNEL.

CITY URGED TO INFORM APPLICANTS OF HIRING AND PROMOTIONAL PRACTICES PERTAINING TO CHICAGO FIRE DEPARTMENT.

The Joint Committee composed of the members of the Committee on Police and Fire and the members of the Committee on Administration, Reorganization and Personnel submitted the following report:

CHICAGO, September 24, 1985.

To the President and Members of the City Council:

Your Committee on Police and Fire and the Committee on Administration, Reorganization and Personnel, having under consideration a resolution (which was referred on August 15, 1985) from myself and others to give consideration to a substitute resolution urging that all applicants who passed the written examination for firefighter be given the opportunity to take the physical exam and an eligibility list be posted according to achievement in the physical test begs leave to recommend that Your Honorable Body *Pass* the said resolution, as amended, transmitted herewith.

This recommendation was concurred in by a unanimous voice vote.

Respectfully submitted,
(Signed) MICHAEL F. SHEAHAN
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

Nays -- None.

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

The following is said resolution as passed:

WHEREAS, The City of Chicago Department of Personnel, recently administered an exam for firefighter; and

WHEREAS, The Chicago Fire Department needs the best qualified personnel; and

WHEREAS, The joint City Council Committees of Police and Fire, and Personnel has had the Department of Personnel testify and explain the new procedure for testing of fire applicants; now, therefore,

Be It Resolved, That all applicants who passed the written exam be given the opportunity to take the physical exam and then an eligibility list will be completed according to achievement in the physical test; and

Be It Further Resolved, That the Department of Personnel will list and explain the testing procedure and not alter future exams pertaining to hiring and promotions in the Chicago Fire Department; and

Be It Further Resolved, That fire exams and promotions will be decided on merit and not on the basis of race, sex or national origin.

MATTERS PRESENTED BY THE ALDERMEN

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

Arranged under the following subheadings:

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

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

***Referred --* LOADING ZONES ESTABLISHED AT
SUNDRY LOCATIONS.**

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

Alderman	Location
W. DAVIS (27th Ward)	North Halsted Street (west side) at 30 -- at all times;
CULLERTON (38th Ward)	West Belmont Avenue at 5104 (alongside on North Leclaire Avenue) from West Belmont Avenue to the first alley north thereof -- 8:00 A.M. to 4:00 P.M. -- Mondays through Fridays;
LAURINO (39th Ward)	West Lawrence Avenue at 3743-3745 -- 8:00 A.M. to 6:00 P.M. -- Mondays through Saturdays;
NATARUS (42nd Ward)	East Hubbard Street at 109 -- 8:00 A.M. to 6:00 P.M. -- Mondays through Fridays;
ORBACH (46th Ward)	West Wilson Avenue (south side) at 1217 -- at all times;

Alderman

Location

STONE (50th Ward)

West Jarvis Avenue (south side) from a point 45 feet west of North California Avenue to a point 120 feet west thereof -- 9:00 A.M. to 5:00 P.M. -- Mondays through Fridays.

Referred -- LOADING ZONE DISCONTINUED ON PORTION OF NORTH LONG AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to discontinue the loading zone on North Long Avenue from a point 43 feet south of West Belmont Avenue to a point 25 feet south thereof from 8:00 A.M. to 5:00 P.M. on Mondays through Saturdays, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- MOVEMENT OF VEHICULAR TRAFFIC RESTRICTED TO SINGLE DIRECTION ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, in specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location

HUTCHINSON (9th Ward)

South Dauphin Avenue from East 103rd Street to East 107th Street -- northerly;

South Eberhart Avenue from East 104th Street to the first alley north thereof -- northerly;

South Indiana Avenue from East 119th Street to East 120th Place -- southerly;

South Rhodes Avenue from the first alley south of East 103rd Street to East 104th Street -- southerly;

South Vernon Avenue from the first alley south of East 103rd Street to East 104th Street -- southerly;

East 119th Place from South Michigan Avenue to South Indiana Avenue -- easterly;

Alderman

Location

East 120th Place from South Michigan Avenue to South Indiana Avenue -- easterly;

East 120th Street from South Indiana Avenue to South Michigan Avenue -- westerly;

ORBACH (46th Ward)

North Beacon Street from West Wilson Avenue to West Montrose Avenue -- southerly.

Referred -- VEHICULAR TRAFFIC MOVEMENT AMENDED
ON PORTION OF NORTH OSCEOLA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic on North Osceola Avenue from West Belmont Avenue to the first alley south of West Addison Street in a northerly direction (instead of from West Belmont Avenue to West Addison Street), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RESTRICTION ON MOVEMENT OF VEHICULAR
TRAFFIC TO SINGLE DIRECTION DISCONTINUED FOR
PORTION OF NORTH SAWYER AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to discontinue the restriction imposed on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on North Sawyer Avenue from North Milwaukee Avenue to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PARKING METERS REMOVED FROM
SPECIFIED LOCATIONS.

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

KOTLARZ (35th Ward)

West Irving Park Road at 3218 -- parking meter 4042;

NATARUS (42nd Ward)

East Ohio Street at 230 -- parking meters 1018, 1019 and 1020 (for the establishment of a no parking zone).

*Referred -- PARKING PROHIBITED AT ALL
TIMES AT SPECIFIED LOCATIONS.*

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

Alderman	Location and Distance
BLOOM (5th Ward)	East 70th Street (north side) from South Jeffery Boulevard to South Clyde Avenue;
HUTCHINSON (9th Ward)	South State Street at 11821 (except for handicapped);
STONE for MADRZYK (13th Ward)	West 71st Street (south side) at 3423 (except for handicapped); South Hamlin Avenue (west side) from West Myrick Street to West 79th Street;
BURKE (14th Ward)	West Marquette Road at 3418 (except for handicapped); South Albany Avenue at 6344 (except for handicapped);
STREETER (17th Ward)	South Perry Avenue at 7048 (except for handicapped);
SHEAHAN (19th Ward)	South Oakley Avenue at 10511, from a point 40 feet (except for handicapped);
NARDULLI (26th Ward)	North Marshfield Avenue at 882 (except for handicapped);
W. DAVIS (27th Ward)	West Flournoy Street at 3011;
HAGOPIAN (30th Ward)	North Latrobe Avenue at 1958, from a point 8 feet (except for handicapped); West Deming Place at 4557 (except for handicapped);
GABINSKI (32nd Ward)	North Wolcott Avenue at 1724 (except for handicapped);

Alderman	Location and Distance
<i>KOTLARZ</i> (35th Ward)	West Irving Park Road (north side) from a point 20 feet east of North Sawyer Avenue to a point 20 feet thereof; North Ridgeway Avenue at 4208 (except for handicapped); North Sawyer Avenue (east side) from North Milwaukee Avenue to a point 120 feet north thereof;
<i>CULLERTON</i> (38th Ward)	West School Street at 4933 (except for handicapped); West Berenice Avenue at 5236 (except for handicapped); West Byron Street at 6036 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Lowell Avenue (west side) at 5036 (except for handicapped) -- trucks only; West Montrose Avenue (north/south) from North Kildare Avenue to North Lowell Avenue -- trucks only; West Argyle Street alongside 4957 North Christiana Avenue (except for handicapped);
<i>NATARUS</i> (42nd Ward)	East Ohio Street at 230;
<i>HANSEN</i> (44th Ward)	West Barry Avenue at 1308 (except for handicapped);
<i>VOLINI</i> (48th Ward)	North Wayne Avenue at 5200 -- Apt. 1 (except for handicapped);
<i>STONE</i> (50th Ward)	North Albany Avenue (east side) at 6511 (except for handicapped); North Whipple Street at 6047 (except for handicapped); North Albany Avenue at 6511 (except for handicapped);

Alderman

Location and Distance

North Whipple Street at 6231 (except for handicapped).

Referred -- PARKING PROHIBITED DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

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

Alderman

Location, Distance and Time

KOTLARZ (35th Ward)

West Barry Avenue (north side) from North Pulaski Road to North Haussen Court -- 8:00 A.M. to 5:00 P.M.;

LAURINO (39th Ward)

North Central Park Avenue (west side) from West Bryn Mawr Avenue to West Hollywood Avenue -- 8:00 A.M. to 8:00 P.M. -- Mondays through Fridays.

Referred -- "RESIDENT PERMIT PARKING" ZONES ESTABLISHED
AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish "Resident Permit Parking" zones for vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Distance

SHEAHAN (19th Ward)

South Harding Avenue (both sides) from West 102nd Street to West 102nd Place -- Mondays through Sundays;

CULLERTON (38th Ward)

West Cornelia Avenue (both sides) at 6100 -- Mondays through Fridays;

West Newport Avenue (both sides) at 6100 -- Mondays through Sundays;

MC LAUGHLIN (45th Ward)

North Kenton Avenue (west side) from West Sunnyside Avenue to West Agatite Avenue -- Mondays through Sundays.

Referred -- SURVEY TO ESTABLISH "RESIDENTIAL PERMIT
PARKING" ZONE ON PORTION OF WEST ROSEHILL
DRIVE.

Alderman O'Connor (40th Ward) presented a proposed order to conduct a survey concerning the establishment of a "Residential Permit Parking" zone on West Rosehill Drive from North Clark Street to North Ravenswood Avenue (entrance to the Rosehill Cemetery), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PORTION OF NORTH OSCEOLA AVENUE
DESIGNATED AS SERVICE DRIVE.

Alderman Banks (36th Ward) presented a proposed order to designate as a service drive that portion of North Osceola Avenue (east side) from West Addison Street to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PARKING LIMITED DURING SPECIFIED
HOURS ON SUNDRY STREETS.

Alderman Nardulli (26th Ward) presented a proposed ordinance to limit the parking of vehicles to two hour periods on North Wood Street (east side) at 835 and alongside on West Pearson Street approximately 50 feet on Wood Street and to the first alley east thereof on Pearson Street, 8:00 A.M. to 5:00 P.M. Mondays through Saturdays, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PARKING LIMITATION DISCONTINUED DURING
SPECIFIED HOURS ON PORTION OF NORTH
ARTESIAN AVENUE.

Alderman W. Davis (27th Ward) presented a proposed ordinance to discontinue the limitation against the parking of vehicles during specified hours on North Artesian Avenue (west side) from a point 20 feet south of West Grand Avenue to a point 250 feet south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- TOW-AWAY ZONE ESTABLISHED ON
PORTION OF WEST LUNT AVENUE.

Alderman Orr (49th Ward) presented a proposed ordinance to establish a tow-away zone on West Lunt Avenue (cul-de-sac at the lakefront), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS.

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

Alderman	Location and Type of Sign
<i>HUTCHINSON</i> (9th Ward)	East 104th Street and South Eberhart Avenue -- "Stop"; East 105th Street and South Eberhart Avenue -- "Stop";
<i>MAJERCZYK</i> (12th Ward)	North and southbound traffic on South Mozart Street at the intersection of West 45th Street -- "Stop"; West 45th Street and South Washtenaw Avenue -- "3-Way Stop"; West 45th Street and South Mozart Street -- "4-Way Stop";
<i>MADRZYK</i> (13th Ward)	West Myrick Street and South Hamlin Avenue, stopping east and west traffic on West Myrick Street -- "2-Way Stop";
<i>HAGOPIAN</i> (30th Ward)	Northeast and southwest corners of West Deming Place and North Lockwood Avenue -- "Stop";
<i>MELL</i> (33rd Ward)	West Waveland Avenue and North Sacramento Avenue -- "3-Way Stop"; West School Street and North Albany Avenue -- "3-Way Stop";
<i>CULLERTON</i> (38th Ward)	"T" alley bounded by North Oriole Avenue, North Ottawa Avenue, West Byron Street and West Irving Park Road -- "Stop";
<i>LAURINO</i> (39th Ward)	West Carmen Avenue and North Keeler Avenue -- "3-Way Stop";
<i>OBERMAN</i> (43rd Ward)	West Cortland Street and North Kingsbury Street -- "All-Way Stop";

SCHULTER (47th Ward)

West Cornelia Avenue and North Claremont Avenue, stopping east and west traffic on Cornelia Avenue -- "2-Way Stop";

STONE (50th Ward)

North Francisco Avenue and West Fitch Avenue, stopping Francisco Avenue traffic -- "2-Way Stop".

Referred -- LOCATIONS OF VARIOUS STOP SIGNS AMENDED.

Alderman Majerczyk (12th Ward) presented a proposed ordinance to amend an ordinance passed on August 7, 1985, printed on pages 19110-19115 of the Journal of the Proceedings of said date, for the erection of stop signs at designated locations, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

By striking therefrom:

"West 46th Street and South Avers Avenue, stopping eastbound on West 46th Street

West 46th Street and South Harding Avenue, stopping eastbound on West 46th Street

West 46th Street and South Springfield Avenue, stopping eastbound on West 46th Street

And inserting in lieu thereof:

West 46th Street and South Avers Avenue, stopping east and westbound on West 46th Street;

West 46th Street and South Harding Avenue, stopping east and westbound on West 46th Street;

West 46th Street and South Springfield Avenue, stopping east and westbound on West 46th Street".

Referred -- DISCONTINUE RESTRICTION FOR NO LEFT TURNS DURING SPECIFIED HOURS ON PORTIONS OF WEST 63RD STREET.

Alderman Stone (50th Ward) and Alderman Madrzyk (13th Ward) presented three proposed ordinances to discontinue vehicular turning restrictions (no left turn) at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way

Distance and Time

West 63rd Street

At South Keating Avenue -- 7:00 A.M. To 9:00 A.M. and 3:00 P.M. to 5:00 P.M. -- except Saturdays, Sundays and holidays;

West 63rd Street

At South Keating Avenue -- 7:00

Public Way	Distance and Time
(westbound to southbound)	A.M. to 9:00 A.M. and 3:00 P.M. to 5:00 P.M. -- except Saturdays, Sundays and holidays;
West 63rd Street	At South Knox Avenue from westbound lane into southbound traffic -- 7:00 A.M. to 9:00 A.M.

Referred -- WEIGHT LIMIT ESTABLISHED ON
PORTION OF SOUTH KING DRIVE.

Alderman Hutchinson (9th Ward) presented a proposed ordinance to establish a weight limitation of five tons for trucks and commercial vehicles on portion of South King Drive from East 103rd Street to East 115th Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREA.

Alderman Oberman (43rd Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassify a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as an R5 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 7-G bounded by

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

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Alderman	Claimant
ROTI (1st Ward)	801 South Plymouth Court

Alderman

Claimant

Association;

901 South Plymouth Court
Association;1115 South Plymouth Court
Association;1143 South Plymouth Court
Association;1169 South Plymouth Court
Association;*EVANS* (4th Ward)4900-4918 South Drexel Cooperative
Apartments Corporation;

Pruitt Condominium Association;

The Woodlawn Condominium
Association;*BLOOM* (5th Ward)75th On The Lake Homeowners
Association;*BEAVERS* (7th Ward)

Frank E. Blaszczyk;

MAJERCZYK (12th Ward)

Bafia Stanley;

SHEAHAN (19th Ward)

Greenwood Condominium;

Gallery Condominium Associates;

NARDULLI (26th Ward)

Hoyne Condominium Homes;

Cortez Condominium Homes;

GABINSKI (32nd Ward)

Mrs. Armella Bernacki;

MELL (33rd Ward)

Golrose Manor Condominiums;

BANKS (36th Ward)

8216 W. Belmont Building;

Addison Point Condominium
Association;

Alderman	Claimant
	Palmer Courts;
	Marie Anna Lang;
<i>PUCINSKI</i> (41st Ward)	Rita Louise Dittrich;
<i>MC LAUGHLIN</i> (45th Ward)	Keystone Courts Condominium Association;
<i>ORBACH</i> (46th Ward)	Grace Condominium Association;
	3631 Pine Grove Condominium Association;
	Coachlight II Condominium Association;
	Plantation Condominium Homeowners Association;
	3520 Lake Shore Drive Condominium Association;
	Brompton Condominium Association;
	4300 Marine Drive Condominium Association;
<i>ORR</i> (49th Ward)	Greenview Condominium Association;
	La Casa Condominium Association;
<i>STONE</i> (50th Ward)	Stanford Courts Homeowners Association.

4. UNCLASSIFIED MATTERS.

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- ESTABLISHMENT OF TAXICAB STAND 562 ON
PORTION OF NORTH WABASH AVENUE.

A proposed ordinance to establish taxicab stand 562 along the east curb of North Wabash Avenue from a point twenty feet south of East Washington Street to a point fifty-seven feet south thereof for three vehicles, which was *Referred to the Committee on Local Transportation.*

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST ADAMS STREET FOR
OCTOBERFEST.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Mr. William Marquardt, Vice President of The Berghoff Restaurant, to close to traffic West Adams Street between South Dearborn and South State Streets during the period from October 2 through October 6, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Lee Woeslaw to operate a newspaper stand on the northeast corner of South Clark Street and West Van Buren Street on Mondays through Saturdays, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SAWYER (6th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for the issuance of a sign permit to Outdoor Media, Incorporated to erect a sign/signboard at 9443 South State Street for various copy of general advertisers, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN HUTCHINSON (9th Ward):

*Referred -- INSTALLATIONS OF ALLEY LIGHTS BEHIND
SPECIFIED LOCATIONS.*

Two proposed orders to install alley lights behind specified locations, which were *Referred to the Committee on Finance*, as follows:

11038-11048 South Michigan Avenue;

12649 South Yale Avenue.

*Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.*

Also, a proposed order for the issuance of a sign permit to Outdoor Media, Incorporated to erect a sign/signboard at 11264 South Corliss Avenue for various copy of general advertisers, which was *Referred to the Committee on Zoning*.

*Referred -- PETITIONING OF IMPLEMENTATION OF TREE PLANTING
PROGRAM IN NINTH WARD.*

Also, a proposed resolution petitioning the City of Chicago Bureau of Forestry to implement tree planting and dead tree removal and replacement in the ninth ward, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- CITY COUNCIL COMMITTEE ON TRAFFIC CONTROL
AND SAFETY URGED TO HOLD HEARINGS TO ESTABISH
INCREASED PUBLIC SAFETY IN REFERENCE TO
BICYCLE REGULATIONS.*

Also, a proposed resolution urging the City Council Committee on Traffic Control and Safety to hold committee hearings to revise the existing bicycle regulations within the Chicago Municipal Code to increase public safety, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. NEIL DANAHER
ON OCCASION OF THEIR SILVER WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Neil Danaher celebrated twenty-five years of wedded bliss; and

WHEREAS, Maureen and Neil Danaher are outstanding citizens of the City of Chicago and the great 11th Ward; and

WHEREAS, Maureen and Neil Danaher exemplify the goal to which most humans aspire, typifying the togetherness, the warmth, and the sense of mutual accomplishment that are the key factors in an enviable twenty-five years of marriage; and

WHEREAS, Joining them in this celebration were their family, many friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered on this 24th day of September, 1985, do hereby extend our most sincere congratulations and best wishes to Mr. and Mrs. Neil Danaher on their silver anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Neil Danaher.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO JOHN SOBAL ON HIS RECEIPT
OF GOLD CONGRESSIONAL AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, On September 26, 1985 John Sobal will receive the Gold Congressional Award in Washington, D.C.; and

WHEREAS, The purpose of the Congressional Award is to recognize and encourage voluntary community service and personal achievements of the young people of America; and

WHEREAS, John Sobal had been nominated for this award by accumulating four hundred hours of voluntary public service, two hundred hours of personal development and two hundred hours of physical fitness; and

WHEREAS, John Sobal is a member of the Chicago Valentine Boys and Girls Club, a fine institution located in the great 11th Ward of the City of Chicago; and

WHEREAS, As a recipient of the Gold Congressional Award, John Sobal will travel to our nation's capital, Washington, D.C., to receive this most prestigious award, where he will be honored at various dinners and luncheons by many members of the United States Senate and United States House of Representatives; and

WHEREAS, John Sobal will also be part of the group of recipients that will be given a private tour of the White House, the Capital, Smithsonian Institute, Supreme Court, Library of Congress and other great institutions of our nation; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 24th day of September in 1985, do hereby extend our heartiest congratulations to John Sobal in receiving the Gold Congressional Award and may we also convey our best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for John Sobal.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO DUANE THOMPSON ON HIS
RECEIPT OF GOLD CONGRESSIONAL AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, On September 26, 1985, Duane Thompson will receive the Gold Congressional Award in Washington, D.C.; and

WHEREAS, The purpose of the Congressional Award is to recognize and encourage voluntary community service and personal achievements of the young people of America; and

WHEREAS, Duane Thompson had been nominated for this award by accumulating four hundred hours of voluntary public service, two hundred hours of personal development and two hundred hours of physical fitness; and

WHEREAS, Duane Thompson is a member of the Chicago Valentine Boys and Girls Club, a fine institution located in the great 11th Ward of the City of Chicago; and

WHEREAS, As a recipient of the Gold Congressional Award, Duane Thompson will travel to our nation's capital, Washington, D.C., to receive this most prestigious award, where he will be honored at various dinners and luncheons by many members of the United States Senate and House of Representatives; and

WHEREAS, Duane Thompson will also be part of the group of recipients that will be given a private tour of the White House, the Capital, Smithsonian Institute, Supreme Court, Library of Congress and other great institutions of our nation; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 24th day of September in 1985, do hereby extend our heartiest congratulations to Duane Thompson in receiving the Gold Congressional Award and may we also convey our best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Duane Thompson.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO JACQUELINE URSO ON HER
RECEIPT OF GOLD CONGRESSIONAL AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, On September 26, 1985, Jacqueline Urso will receive the Gold Congressional Award in Washington, D.C.; and

WHEREAS, The purpose of the Congressional Award is to recognize and encourage voluntary community service and personal achievements of the young people of America; and

WHEREAS, Jacqueline Urso had been nominated for this award by accumulating four hundred hours of voluntary public service, two hundred hours of personal development and two hundred hours of physical fitness; and

WHEREAS, Jacqueline Urso is a member of the Chicago Valentine Boys and Girls Club, a fine institution located in the great 11th Ward of the City of Chicago; and

WHEREAS, As a recipient of the Gold Congressional Award, Jacqueline Urso will travel to our nation's capital, Washington, D.C., to receive this most prestigious award, where she will be honored at various dinners and luncheons by many members of the United States Senate and United States House of Representatives; and

WHEREAS, Jacqueline Urso will also be a part of the group of recipients that will be given a private tour of the White House, the Capital, Smithsonian Institute, Supreme Court, Library of Congress and other great institutions of our nation; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 24th day of September in 1985, do hereby extend our heartiest congratulations to Jacqueline Urso in receiving the Gold Congressional Award and may we also convey our best wishes to her in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Jacqueline Urso.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO HOLD CARNIVAL AT
SPECIFIED LOCATION.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Reverend Marty O'Donovan, Pastor of Our Lady of Good Counsel Church, to hold a carnival in the 3500 block of South Hermitage Avenue during the period from September 17 through September 22, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented for

ALDERMAN MADRZYK (13th Ward):

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Two proposed orders, presented by Alderman Stone, for the issuance of sign permits to erect specified signs/signboards, which were *Referred to the Committee on Zoning*, as follows:

Sign permit to be issued to Triangle Sign Company, Incorporated -- location of proposed sign/signboard at 6745 South Cicero Avenue for the Chicago Public Schools;

Sign permit to be issued to Noble/Cmiel -- location of proposed sign/signboard at 6118 South Pulaski Road.

Presented by

ALDERMAN BURKE (14th Ward):

ACCLAIM AND HONOR GIVEN TO THOMAS DILLON AND
RONALD DORNEKER FOR THEIR COURAGEOUS ACTION.

A proposed resolution reading as follows:

WHEREAS, We thank God for the brave men among us whose courage has risen to that desperate moment when the lives of others are endangered; and

WHEREAS, Thomas Dillon and Ronald Dorneker, on September 12, without weighing the risk to their own lives and in a critical moment, thought only of the peril in the situation of two others and responded instantly to save them; and

WHEREAS, Dorneker plunged into Lake Michigan, battled eight to ten foot waves, and risked being smashed against the concrete ledge in order to save Philip Berting, who had himself tried to save another person, Phyllis Hiller; and

WHEREAS, After the rescue of Berting, Dillon learned that Hiller was still in the water and risked his own life against treacherous waves, swimming to Hiller and bringing her ashore; now, therefore,

Be It Resolved, That the Mayor and members of the City Council this day September 24, 1985, acclaim that in Thomas Dillon and Ronald Dorneker there resides courage and selflessness that sustains us all, and further we assert that "by their courage they have entered a brotherhood that binds the brave of all the earth."

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 41.

Nays -- None.

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

Presented by

ALDERMAN BRADY (15th Ward):

Referred -- AMENDMENT OF CHAPTER 25 OF CHICAGO MUNICIPAL
CODE CONCERNING CITY EMPLOYEE PHYSICAL EXAMINATION
REQUIREMENTS.

A proposed ordinance to amend Chapter 25 of the Chicago Municipal Code concerning physical examinations required of City employees and elected officials, et cetera, which was *Referred to the Committee on Neighborhood and Community Affairs.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

**CONGRATULATIONS EXTENDED TO DETECTIVE JOHN (JACK) KIELY
FOR DEDICATED CITY SERVICE ON OCCASION OF HIS
RETIREMENT.**

A proposed resolution reading as follows:

WHEREAS, On July 18, 1985, Detective John (Jack) Kiely of the Chicago Police Department retired after thirty-nine years of service; and

WHEREAS, Detective Kiely represented the best in service and has adhered to the Chicago Police Department motto, "We Serve and Protect" throughout his career in law enforcement which commenced on May 16, 1947 and during which time he served in the Chicago Park District, Chicago Lawn and most recently the Labor Detail; and

WHEREAS, John Kiely is an outstanding Chicago citizen and family man with a wife Shirley Mae and four children; and

WHEREAS, John Kiely is a lifelong resident of our great City, having been born here April 26, 1923 and attended De LaSalle High School; now, therefore;

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 24th day of September, 1985 join with the fellow officers and the communities in paying tribute to a police officer who has given dedicated service to his Department, his City and the people of this great City on the occasion of his retirement and we cite Detective John Kiely for a job well done; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Detective John (Jack) Kiely.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

Presented by

ALDERMAN KELLEY (20th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Chicago Transit Authority to occupy a portion of the public alley adjacent to its property located at 6200 South Calumet Avenue for the purpose of erecting a control tower for Rapid Transit operation, which was *Referred to the Committee on Streets and Alleys*.

Presented for

ALDERMAN KRYSTYNIAK (23rd Ward):

GRATITUDE EXTENDED TO FRANK FERRERA FOR HIS
OUTSTANDING COMMUNITY SERVICE TO
CITY YOUTH.

A proposed resolution, presented by Alderman Sheahan, reading as follows:

WHEREAS, Frank Ferrera is one of the southwest side's most outstanding citizens and community leaders; and

WHEREAS, Frank Ferrera has given his time and energies to the young people in the Vittum Park area and vicinity, coaching innumerable neighborhood and parish sports teams: baseball, basketball, hockey, volleyball and wrestling; and

WHEREAS, Frank Ferrera and his wife, Mercedes, have been Vittum Park residents for many years and are members of Our Lady of the Snows Parish. Frank has been employed as an instructor at various parish schools, and in 1969 he was presented with the "Father of the Year" Award by the City of Chicago. Frank is presently employed as playground supervisor at Stars and Stripes Park and coach of the Our Lady of the Snows parish baseball team; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of September, 1985, A.D., do hereby offer our gratitude to Frank Ferrera for his many years in contributing to the youth of this City, and extend to him and his wife, Mercedes, our very best wishes for many more years of happiness and outstanding community service.

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

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

CONGRATULATIONS EXTENDED TO DOMINIC AND
JEANNINE KONOPACKI ON OCCASION OF
THEIR SILVER WEDDING
ANNIVERSARY.

Also, a proposed resolution, presented by Alderman Sheahan, reading as follows:

WHEREAS, Mr. and Mrs. Dominic Konopacki have just celebrated twenty-five years of wedded bliss; and

WHEREAS, Dominic and Jeannine Konopacki, long-time residents of Chicago's great southwest side, renewed their wedding vows at St. Daniel The Prophet Parish, where both are active and respected members; and

WHEREAS, Jeannine and Dominic Konopacki represent the stability and solidity of family life of which the leaders of this great City are so justly proud; they have three fine sons: Jim, Dan and Gary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of September, 1985, A. D., do hereby offer our heartiest congratulations to Mr. and Mrs. Dominic Konopacki on the occasion of their Silver Wedding Anniversary, as well as our best wishes to this outstanding couple for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Dominic Konopacki.

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

On motion of Alderman Sheahan, foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN W. DAVIS (27th Ward):***Referred -- ESTABLISHMENT OF BUS STAND ON PORTION
OF NORTH JEFFERSON STREET.***

A proposed ordinance to establish a bus stand on the east curb of North Jefferson Street from a point thirty feet south of West Washington Boulevard to a point two hundred thirty feet south thereof, which was *Referred to the Committee on Local Transportation.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Also, four proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank, under trust 42883 -- to maintain and use as now constructed a sub-sidewalk vault adjacent to the building located at 120 North Green Street;

American National Bank, under trust 53580 -- to install, maintain and use a full handicap access ramp across the front of the building known as 168 North Clinton Street;

Cafe Bohemia, Incorporated -- to occupy a portion of West Adams Street from 11:00 A.M. to 7:00 P.M. for use as a sidewalk cafe;

Rush-Presbyterian St. Luke's Medical Center -- to install, maintain and use four sample basins adjacent to its property located at 1700 West Van Buren Street.

***Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.***

Also, four proposed orders to construct, maintain and use various canopies attached (or to be attached) to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

1st Realty -- to construct, maintain and use a canopy at 625 West Jackson Boulevard;

Fulton Street Joint Venture -- to maintain and use an existing canopy at 920- 924 West Fulton Street;

National Beef and Provisions, Incorporated -- to maintain and use an existing canopy at 310 North Peoria Street;

United Packing Company -- to maintain and use two existing canopies at 1152- 1154 West Fulton Street.

Presented by

ALDERMAN SMITH (28th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for the issuance of a sign permit to Outdoor Media, Incorporated, to erect a sign/signboard at 600 South Homan Street for various copy of general advertisers, which was *Referred to the Committee on Zoning*.

Presented by

**ALDERMAN SMITH (28th Ward), ALDERMAN ORBACH
(46th Ward) and ALDERMAN BANKS (36th Ward):**

Referred -- COOK COUNTY BOARD REQUESTED TO FORGIVE
BACK TAXES ON SPECIFIED HOUSING UNITS.

A proposed resolution requesting the Cook County Board to forgive all back taxes for eight sundry premises to free them for rehabilitation, which was *Referred to the Committee on Housing and Community Development*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

DIRECTION GIVEN FOR SALE OF "RESIDENTIAL PERMIT
PARKING ZONE 19" PERMITS.

A proposed order reading as follows:

Ordered, The City Clerk is hereby directed to sell "Residential Permit Parking Zone 19" permits to any resident living between the following boundaries:

South Austin Boulevard (east side) from Railroad Avenue, 901 South to Roosevelt Road, 159 south;

South Mason Avenue (both sides) from first alley north to West Roosevelt Road;

South Mayfield Avenue (both sides) from first alley north to West Roosevelt Road;

South Menard Avenue (both sides) from first alley north to West Roosevelt Road;

South Monitor Avenue (both sides) from first alley north to West Roosevelt Road;

West Roosevelt Road (north side) from South Menard Avenue, 5800 West to South Austin Boulevard.

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

On motion of Alderman D. Davis, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred -- PUBLIC PARK AT SPECIFIED LOCATION
NAMED AS "FIREFIGHTERS MEMORIAL PARK".

A proposed order to consider naming the public park located at the northeast corner of West Diversey Avenue and North Kimball Avenue as "Firefighters Memorial Park", which was *Referred to the Committee on Beautification and Recreation*.

Presented for

ALDERMAN PUCINSKI (41st Ward):

Referred -- DECLARATION OF "CHICAGO TOWN" AS
OFFICIAL CITY OF CHICAGO SONG.

A proposed resolution, presented by Alderman Hagopian, declaring the song entitled "Chicago Town" as the official song of the City of Chicago.

Alderman Hagopian moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Huels, Majerczyk, Burke, Brady, Sheahan, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Hansen, McLaughlin, Stone -- 18.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost -- 14.

Alderman Hagopian thereupon moved to verify the foregoing roll call vote. The yeas and nays of said verification were as follows:

Yeas -- Aldermen Roti, Huels, Majerczyk, Burke, Brady, Sheahan, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, McLaughlin, Stone -- 18.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Langford, Streeter, Kelley, W. Davis, Smith, D. Davis, Frost Natarus, Orr -- 15.

Thereupon, Alderman Hagopian moved to *Refer* said proposed resolution to the Committee on Cultural Development and Historical Landmark Preservation. The motion *Prevailed*, and said proposed resolution was *Referred to the Committee on Cultural Development and Historical Landmark Preservation*.

Presented by

ALDERMAN NATARUS (42nd Ward):

**AMENDMENT OF CHAPTER 36.1 OF CHICAGO MUNICIPAL
CODE TO EXTEND ORDINANCE TERMINATION DATE.**

A proposed ordinance reading as follows:

WHEREAS, On September 28, 1983, the City Council of the City of Chicago passed Chapter 36.1 of the Municipal Code of the City of Chicago, entitled Chicago Street Performance Ordinance; and

WHEREAS, Chapter 36.1 of the Municipal Code was corrected by motion on October 12, 1983 and amended on January 23, 1985; and

WHEREAS, Chapter 36.1, Section 36.1-9 provides for the termination of this ordinance two (2) years after the date of its passage, i.e. September 28, 1985; and

WHEREAS, Chapter 36.1 has been modified in part by the decision of the United States District Court in *Walter Friedrich v. City of Chicago*, 84 C 7719; and

WHEREAS, It is in the interest of the public, safety and welfare to maintain this ordinance in force and effect; now, therefore,

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

SECTION 1. Chapter 36.1 as amended and modified by the United States District Court is hereby amended in part by adding the language in italics and deleting the language in brackets as follows:

36.1-9 This ordinance shall take effect from date of its passage, and shall terminate on *March 31, 1986*. [two (2) years after date of passage].

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to H.L.S.D. Joint Venture, an Illinois joint venture, as the property owner of the property located at 644 North Lake Shore Drive, to install and maintain an informational pylon located upon the public right of way bordering the property on East Ontario Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders for the issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Edwardos of Division and Dearborn -- an existing canopy at 1212 North Dearborn Street;

Houlihan's Old Place -- seven existing canopies at 1201-1207 North Dearborn Street;

Thomas E. McElroy Company, Incorporated -- existing canopy at 153 East Superior Street.

***Referred* -- ISSUANCE OF PERMITS TO INSTALL SPECIFIED
GRATES IN PUBLIC WAY.**

Also, two proposed orders for the issuance of permits to the individuals listed below to install specified grates in the public way, which were *Referred to the Committee on Streets and Alleys*, as follows:

Permit to be issued to Morton Siegel -- to install four tree grates in front of the building known as 10 East Huron Street subject to certain maintenance and liability conditions;

Permit to be issued to the Berger Realty Group and the owners of 441 West Huron Street -- to install four grates in the sidewalk subject to certain maintenance and liability conditions.

Presented by

ALDERMAN OBERMAN (43rd Ward):

***Referred* -- ISSUANCE OF PERMITS FOR INSTALLATION OF
EXPERIMENTAL TRAFFIC CONTROL DEVICE FOR CERTAIN
ENTRANCE RAMP ON NORTH LAKE SHORE DRIVE.**

A proposed ordinance for the issuance of permits to Mr. Robert Wulkowicz to install an experimental traffic control device to regulate the northbound entrance ramp into Lake Shore Drive at Fullerton Avenue with certain attached provisions incorporated thereto, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

**ALDERMAN OBERMAN (43rd Ward) and
ALDERMAN HANSEN (44th Ward):**

**PROCLAMATION OF OCTOBER 5, 1985 AS "LINCOLN TURNERS
100TH ANNIVERSARY DAY IN CHICAGO".**

A proposed resolution reading as follows:

WHEREAS, Lincoln Turners Gymnasium at 1019 West Diversey will be celebrating its 100th anniversary on October 5, 1985; and

WHEREAS, A group of over one hundred German-born residents of the then suburb of Lakeview, seeking to establish ways to retain basic values of their homeland, met on February 8, 1885 at Rachau's Hall at what is now the intersection of Fullerton and Halsted and at that meeting Turn Verein Lincoln was born; and

WHEREAS, Turn Verein Lincoln was named in honor of President Abraham Lincoln and dedicated to his ideals and the ideals of Turnerism, symbolized by its motto "A Sound Mind In A Sound Body"; and

WHEREAS, The initial membership of thirty-two members and their families, led by Carl Rosenow, the first president, and Ernst Schneidenbach and Ernest Buschner, who led the gymnastics school, worked for months to organize Turn Verein Lincoln; and

WHEREAS, Turn Verein Lincoln was chartered on October 7, 1885, and affiliated with the North American Gymnastic Union by the end of that year; and

WHEREAS, A full schedule of gymnastics and other activities helped to attract so many members that Rachau's Hall could no longer accommodate them and the rapidly growing society moved to the present Lincoln Turner Hall site on July 28, 1886; and

WHEREAS, A cornerstone for a new building designed solely for physical education was set in 1922 and the new building was officially opened in 1923; and

WHEREAS, Young men and women from Lincoln Turners have served with honor in America's armed forces in four wars in this century; and

WHEREAS, As a result of their training at Lincoln Turners, many young men and women have competed in the Olympics and taught physical education at schools, playgrounds, and park districts; and

WHEREAS, The Lincoln Turners is celebrating its 100th anniversary on October 5, 1985 with a dinner-dance in its gymnasium at 1019 West Diversey; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of Chicago, gathered here in session on this 24th day of September, 1985, do hereby declare October 5, 1985, to be "Lincoln Turners 100th Anniversary Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lincoln Turners.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

Presented by

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO MILDRED O'CONNELL
KOCHER ON OCCASION OF HER
SEVENTIETH BIRTHDAY
CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Mildred O'Connell Kocher, one of the outstanding citizens of Chicago's northside, celebrated her 70th birthday on the 17th day of September 1985; and

WHEREAS, Mildred O'Connell Kocher's birthday was celebrated by her many relatives and friends, now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago in meeting assembled this 24th day of September offer their heartiest congratulations to Mildred O'Connell Kocher on this auspicious occasion and extend to this outstanding citizen best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mildred O'Connell Kocher.

Alderman Hansen 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 Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

Presented by

ALDERMAN ORBACH (46th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to 3750 Lake Shore Drive, Incorporated to maintain and use an existing canopy attached to the building or structure located at 611 West Grace Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN ORBACH (46th Ward) and OTHERS:

CONGRATULATIONS EXTENDED TO NEWLY ELECTED OFFICERS
OF "YOUNG DEMOCRATS OF AMERICA".

A proposed resolution, presented by Aldermen Orbach, Sherman, Rush, Streeter, Burke, Huels, Banks, Kelley and Hansen, reading as follows:

WHEREAS, The emergence of America's future leadership shall reflect the involvement and commitment of today's young Americans; and

WHEREAS, The importance of positive role models for young people has reached ever greater heights over recent decades; and

WHEREAS, The Young Democrats of Cook County have long been united for the purposes of fostering and promoting responsible and efficient local government by encouraging young people in every community to actively participate in civic political activities; and

WHEREAS, Numerous past and present government leaders have risen within the ranks of the Y.D.C.C.; and

WHEREAS, The present membership of the Y.D.C.C. includes many active, dedicated, and qualified individuals from neighborhoods throughout Chicago; and

WHEREAS, The Y.D.C.C. was well represented by such individuals at the recent National Convention in Miami, Florida; and

WHEREAS, Many young Chicagoans sought national leadership responsibilities; and

WHEREAS, Those Y.D.C.C. members elected to national offices, their positions, and their home wards include:

David M. Suarez	Secretary/Treasure: Labor Caucus	46th
Lollie Doerrer	Chairwoman: Women's Caucus	36th
Vanessa Denis	Vice-President: Minority Caucus	2nd;

and

WHEREAS, Those Y.D.C.C. members appointed to national office, their positions and their home Wards include:

Tim Wright	Parliamentarian: Minority Caucus	2nd
Marlon Anthony	Sgt. at Arms: Minority Caucus	17th
Norma Portner	Communications Director: Women's Caucus	11th
Carolyn Crossly	Rep. Region V: Women's Caucus	21st
Marcus Jefferson	Executive Director: Young Democrats of America	21st;

now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of September, 1985, do hereby extend an expression of our pride, our congratulations, and our best wishes to each officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Y.D.C.C. and to each officer named herein.

Alderman Orbach 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 Orbach, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

Presented by

ALDRMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO ANNA AND RAYMOND
HEINEN ON OCCASION OF THEIR GOLDEN WEDDING
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Raymond J. Heinen, outstanding citizens of the City's northwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Anna and Raymond Heinen were married October 19, 1935, at St. Thomas Aquinas Church on West Washington Boulevard and have spent their entire lives as outstanding members of the Chicago community; and

WHEREAS, Anna and Raymond Heinen are perfect examples of the solidity and strength of family life: they have two children, seven grandchildren and five great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of September, 1985, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Raymond J. Heinen on the occasion of their golden wedding anniversary, as well as our best wishes to this outstanding couple for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Raymond J. Heinen.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

Presented by

ALDERMAN VOLINI (48th Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Four proposed orders for the issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

A.M. Nordling Jeweler, Incorporated, 5249 North Clark Street;

LaSalle National Bank, not personally but as trustee under trust 105836, 1055 West Granville Avenue;

Outer Drive West, 910 West Lawrence Avenue;

The Peoples Church of Chicago, 941 West Lawrence Avenue.

Presented by

ALDERMAN ORR (49th Ward):

Referred -- PROVISION FOR HONORARY STREET SIGNS FOR
NORTH PAULINA STREET AT SPECIFIED LOCATION.

A proposed ordinance to provide honorary street signs designating that portion of North Paulina Street between West Morse Avenue and West Lunt Avenue as "Monseigneur Mulcahy Street", which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION
AND MAINTENANCE OF CANOPIES AT
SPECIFIED LOCATIONS.

Also, four proposed orders for the issuance of permits to construct, maintain and use the canopies attached (or to be attached) to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Commercial National Bank, under trust 700 -- to maintain and use an existing canopy at 1218 West Morse Avenue;

86 Club -- to construct maintain and use a canopy at 6310 North Broadway;

James R. Thom, Helen M. Thom -- to maintain and use an existing canopy at 7111-7113 North Clark Street;

Western National Bank of Cicero, under trust 6403 -- to construct, maintain and use a canopy at 1600 West Pratt Avenue.

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:

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Jewish Federation of Metropolitan Chicago, 1 Franklin Street -- elevator inspection.

BY ALDERMAN EVANS (4th Ward):

Chicago Child Care Society, 5467 S. University Avenue -- elevator inspection.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home, 2916 W. 47th Street -- driveway and elevator inspection (2).

BY ALDERMAN PUCINSKI (41st Ward):

Polish American Congress Mutual Aid Association, 5844 N. Milwaukee Avenue - - building inspection.

BY ALDERMAN NATARUS (42nd Ward):

Catholic Charities, 719 N. LaSalle Street -- elevator inspection.

Northwestern Memorial Hospital, sundry locations -- building, institutional and mechanical ventilation inspections (3).

BY ALDERMAN OBERMAN (43rd Ward):

Little Sisters of the Poor, 2325 N. Lakewood Avenue -- elevator inspection.

BY ALDERMAN ORBACH (46th Ward):

Japanese American Service Committee/J.A.S.C., 4427 N. Clark Street -- elevator inspection.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (September 11, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on September 11, 1985 at 10:00 A.M., signed by him as such City Clerk.

Alderman Huels moved to *Correct* the said printed Official Journal as follows:

Page 19960 -- by deleting the name "*Huels*" appearing on the ninth line from the bottom of the page.

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* the said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ronald D. Picor, Acting City Comptroller, under date of March 29, 1984, which read as follows:

1821 W. Ellen Street.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of the above City-owned property which was authorized by ordinance.

2308 W. Madison Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property which was authorized by ordinance passed May 15, 1985 Council Journal.

2141 S. Pulaski Road.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property which was authorized by ordinance passed May 15, 1985 Council Journal.

2553-2559 W. Thomas Street/1053-1059 N. Rockwell Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property which was authorized by ordinance.

1330 N. Wolcott Avenue.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of the above City-owned property which was authorized by ordinance.

1338 N. Wolcott Avenue.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of the above City-owned property which was authorized by ordinance.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition and Disposition.*

The following is a summary of said bids:

1821 W. Ellen Street.

Louis G. Burgess, P.O. Box 476786, Chicago, Illinois 60647: Amount bid \$12,000.00, deposit check \$1,200.00 (cashier's check);

Robert K. Brehm, c/o Bickerdike Redevelopment Corporation, 2550 W. North Avenue, Chicago, Illinois 60647: Amount bid \$12,800.00, deposit check \$1,280.00 (cashier's check);

2308 W. Madison Street.

Travisteen Pride, 207 N. Menard Avenue, Chicago, Illinois 60644: Amount bid \$3,645.00, deposit check \$365.00 (certified check);

2141 S. Pulaski Road.

Louise Coleman, 3958 W. Cermak Road, Chicago, Illinois 60623: Amount bid \$1,000.00, deposit check \$100.00 (cashier's check);

*2553-2559 W. Thomas Street/
1053-1059 N. Rockwell Street.*

Robert K. Brehm, c/o Bickerdike Redevelopment Corporation, 2550 W. North Avenue, Chicago, Illinois 60647: Amount bid \$7,550.00, deposit check \$755.00 (cashier's check);

1330 N. Wolcott Avenue.

Robert K. Brehm, c/o Bickerdike Redevelopment Corporation, 2550 W. North Avenue, Chicago, Illinois 60647: Amount bid \$7,300.00, deposit check \$730.00 (cashier's check);

Anne L. Clement, 1326 N. Wicker Park Avenue, Chicago, Illinois 60622: Amount bid \$6,000.00, deposit check \$600.00 (cashier's check);

1338 N. Wolcott Avenue.

Robert K. Brehm, c/o Bickerdike Redevelopment Corporation, 2550 W. North Avenue, Chicago, Illinois 60647: Amount bid \$7,300.00, deposit check \$730.00 (cashier's check);

Deidre K. Papp, 1400 N. Hoyne Avenue, Chicago, Illinois 60622: Amount bid \$6,000.00, deposit check \$600.00 (cashier's check).

9/24/85

MISCELLANEOUS BUSINESS

20309

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned*, to meet in regular meeting on Wednesday, October 9, 1985, 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.

