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COPY



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

Regular Meeting—Wednesday, October 9, 1985

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Aldermen Roti, Madrzyk, Stemberk and Stone.

Call to Order.

On Wednesday, October 9, 1985 at 11:13 A.M. (the hour appointed for the meeting was 10:00 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 Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 46.

Quorum present.

Aldermen Roti, Madrzyk, Stemberk and Stone were absent on City business.

Invocation.

Reverend Milton Brunson, Christ Tabernacle M. B. Church of Austin, opened the meeting with prayer.

Rules Suspended -- RECOGNITION EXTENDED MR. THOMAS
DILLON AND MR. RONALD DORNEKER FOR
COURAGEOUS ACTIONS.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit the presentation of awards commending the courage and selflessness of Mr. Thomas Dillon and Mr. Ronald Dorneker in saving two drowning people in Lake Michigan. Upon the clerk's reading of a previously passed resolution honoring Messrs. Dillon and Dorneker, Mayor Washington invited the men and their families, together with Alderman Burke, to the rostrum. After a

presentation of framed copies of the congratulatory resolution and specially struck medals, those in the Council Chamber warmly applauded Messrs. Dillon and Dorneker.

REGULAR ORDER OF BUSINESS RESUMED.

TRIBUTE TO MRS. DENISE M. GANTT.

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

WHEREAS, Mrs. Denise M. Gantt unexpectedly and sadly passed away, at the young age of 36; and

WHEREAS, Mrs. Gantt was a diligent and dedicated employee of the City of Chicago's Office of Budget and Management, where she consistently and selflessly served Chicagoans with the highest professional standards; and

WHEREAS, Mrs. Gantt was a loving, compassionate, caring person, highly respected and loved by her fellow workers, friends, and family, all of whom are deeply saddened by her death and who will treasure the memory of Mrs. Gantt in their hearts and minds; and

WHEREAS, Mrs. Gantt was also a loving, dedicated wife and mother who deeply loved her two beautiful children, Erika and Antoinette, and had a long and happy marriage with her devoted husband, William Gantt, and her surviving family members will always remember Mrs. Gantt as a wonderful person who enjoyed life and was devoted to her family; and

WHEREAS, Family and friends remember Mrs. Gantt as a caring individual, eager to help her fellow human being and her family and friends; now, therefore,

Be It Resolved, That the Mayor and the City Council assembled here this 9th day of October, 1985, do hereby recognize the many contributions that Mrs. Denise M. Gantt gave to her husband, children, friends, co-workers and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Gantt.

Alderman Streeter 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 Streeter, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

COMMENDATION AND THANKS EXTENDED MR. JAMES
SHEERIN, STAFF AND MANAGEMENT OF
HILTON HOTELS CORPORATION.

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

WHEREAS, The newly-renovated Conrad Hilton reopened 800 of its guest rooms for business on October 1, 1985, after completing most of a major reconstruction program, estimated to cost \$150 million; and

WHEREAS, The Conrad Hilton Hotel opened for business at its present location in the South Loop in 1927 with 3,000 rooms making it at that time the world's largest hotel; and

WHEREAS, When its reconstruction is completed in 1986, it will have 1,620 guest rooms, which are much more spacious, modern and comfortable, and will enable the Conrad Hilton to continue its reputation as a world-class hotel with world-class accommodations; and

WHEREAS, The Conrad Hilton Hotel has offered continuous, quality service for 58 years (except for 10 months when it was closed for renovation) to hundreds of thousands of people, many of whom were business travelers and tourists who added millions of dollars to the city's economy; and

WHEREAS, This program of modernization of the Conrad Hilton Hotel has been carried out under the able leadership of James Sheerin, senior vice president of the Hilton Hotels Corporation; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago offers its commendation and thanks to James Sheerin, and the staff and management of the Hilton Hotels Corporation for their many years of faithful service to our City and nation, and the confidence they have shown in Chicago as a world-class City.

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

On motion of Alderman Evans, seconded by Aldermen Natarus, Pucinski, Vrdolyak and Langford, the foregoing proposed resolution was *Adopted*, unanimously.

ACKNOWLEDGEMENT OF CITY'S SOLIDARITY WITH
PUERTO RICAN COMMUNITY AND EXPRESSION
OF READINESS TO ASSIST
IN RELIEF EFFORT.

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

WHEREAS, The Caribbean Island of Puerto Rico is suffering from the passage of tropical storm Isabel; and

WHEREAS, The rainstorms have caused a tragic mudslide in Ponce, the second largest city, burying 150 homes; and

WHEREAS, The storm has caused the lost of life and thousands have been left homeless, making this the worst natural disaster to hit Puerto Rico in the last 50 years; and

WHEREAS, Puerto Ricans comprise the fourth largest ethnic community in the City of Chicago; and

WHEREAS, Chicago has been the recipient of the many contributions by Puerto Ricans to the progress and prosperity of our City; and

WHEREAS, The Puerto Rican community of Chicago is distressed from the anguish and concern for their relatives, friends and compatriots; and

WHEREAS, The City of Chicago has always joined in solidarity with our brothers and sisters of all nations when there is suffering and pain; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago, assembled this 9th day of October, 1985, do hereby acknowledge the solidarity of the City of Chicago with the Puerto Rican community and, pursuant to the Puerto Rican government's request, will assist in the relief effort; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented.

Alderman Santiago 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 Santiago, seconded by Alderman Pucinski, the foregoing proposed resolution as *Adopted*, unanimously.

TRIBUTE TO MR. THOMAS E. FAUL.

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

WHEREAS, Chicago Labor Leader Thomas E. Faul died on September 29, 1985 at the age of 74; and

WHEREAS, Mr. Faul worked tirelessly on behalf of the many organizations which he served, aiding, encouraging and providing leadership to union members; and Mr. Faul will be long remembered throughout the City of Chicago as a conscientious, committed labor leader, who mediated negotiations for teachers, firefighters and the Metropolitan Sanitary District; and

WHEREAS, Mr. Faul was recognized as an outstanding business manager for Lodge 126, International Association of Mechanics and as the secretary-treasurer of the Chicago Federation of Labor; and

WHEREAS, Mr. Faul was deeply committed to obtaining justice and fair representation for all of Chicago's unions, protecting and promoting the rights of people in the workplace; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled here this 9th day of October, 1985, do hereby recognize the many contributions that Thomas E. Faul made for the people of this City; and

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

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, seconded by Aldermen Cullerton, Pucinski, Natarus, Damato and Kotlarz, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Rules Suspended -- TRANSITIONAL HOUSING, INCORPORATED,
EXEMPTED FROM COMMERCIAL DRIVEWAY PERMIT
REQUIREMENT FOR PROJECT CHICAGO-ORLEANS--
DISPOSITION PARCEL R-6.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 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 herewith an ordinance to exempt Transitional Housing, Inc., from the commercial driveway permit requirement for a physical barrier to prevent alley access at the handicapped housing development proposed for Project Chicago-Orleans Disposition Parcel R-6, located at 157 West Division Street.

Passage of this ordinance by the City Council would greatly facilitate the redevelopment of the property and would allow for the construction of twenty (20) units of Section 202 housing for the handicapped.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Natarus moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal has, by Resolution No. 84- DUR-7, adopted February 21, 1984, and the City Council, by ordinance passed on April 13, 1984, approved the sale of Slum and Blighted Redevelopment Project Area Chicago-Orleans Disposition Parcel R-6 located at 157 West Division Street, to Transitional Housing, Inc., for the construction of twenty units of housing for the handicapped; and

WHEREAS, Transitional Housing, Inc., has secured a Section 202 Fund Reservation and Section 8 Contract and Budget Authority from the U. S. Department of Housing and Urban Development for the twenty units of handicapped housing to be constructed at that location, which authority will expire on October 21, 1985, unless construction has commenced by that date; and

WHEREAS, There is a demonstrated need for such housing for the handicapped; and

WHEREAS, The site plans approved by the U. S. Department of H.U.D. provide for alley access; now, therefore,

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

SECTION 1. The City Council hereby grants an exemption to Transitional Housing, Inc., from the provision of the Municipal Code of the City of Chicago under Section 33-19.1a. requiring a physical barrier to prevent alley access to 157 West Division Street.

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

Rules Suspended -- NINE MONTH LEAVE OF ABSENCE
AWARDED CITY EMPLOYEE.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 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 Aviation, I transmit herewith a resolution authorizing the award of a nine-month leave, with pay, for a City employee to accept a fellowship for post graduate study provided that the employee continues employment after conclusion of the program.

Your favorable consideration of this resolution will be appreciated.

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

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Community Fellows Program is sponsored by the Department of Urban Studies and Planning at the Massachusetts Institute of Technology ("M.I.T.") and is designed to educate government employees in specialized areas of service to the local community; and

WHEREAS, M.I.T. will pay for certain costs associated with the program including tuition, travel expenses and relocation costs; and

WHEREAS, Participation in the program requires the temporary reassignment of an employee for a period not to exceed nine months, for project specific work; and

WHEREAS, The City of Chicago Department of Aviation can gain valuable knowledge from an analysis of commercial services provided by representative urban airports nationwide and other aspects of the study undertaken pursuant to participation in the Fellowship Program; and

WHEREAS, The Program will enable the participant to undertake the aforementioned study; and

WHEREAS, The participant will regularly report to and consult with City officials throughout the course of this program, which will assure that the final product is maximally coordinated with the on going programs of the City, now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is hereby authorized, upon the recommendation of the Commissioner of Aviation, to grant a nine-month leave from regular assigned duties, with pay, to a person who is awarded a fellowship for post graduate study in the aforementioned program; provided, however, that such person shall agree to continue their employment with the City of Chicago for a minimum of two years following the completion of this program; and

SECTION 2. That such employee may discharge their obligation to the City of Chicago if such employee chooses to accept other employment within the two year period specified above by repaying a pro-rated share of any sum of money paid by the City while such employee is on leave as authorized by this resolution (e.g. one-half of the salary paid to an employee on leave of absence for graduate study shall be repaid if he or she works for the City for only one year after completing the program) and provided further that such leave from regularly assigned duties may be cancelled at any time at the discretion of the Mayor.

SECTION 3. That this resolution shall be effective upon its adoption.

Placed on File -- APPOINTMENT AND REAPPOINTMENTS TO
NORTHEASTERN ILLINOIS PLANNING COMMISSION.

10/9/85

COMMUNICATIONS, ETC.

20319

Honorable Harold Washington, Mayor, submitted the following communication, which was
Placed on File:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Elizabeth Hollander to the Northeastern Illinois Planning Commission for a term ending September 30, 1989 and have reappointed the Hon. Lawrence Bloom for a term ending September 30, 1989 and Elizabeth McLean for a term ending September 30, 1988.

I submit this communication for your information.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH SESSIONS PULLMAN CLUB,
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

October 9, 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 authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Loan and Security Agreement with Sessions Pullman Club, Inc. in the amount of \$42,000, for purchase of machinery, equipment and fixtures, and for use as working capital in its business expansion activities.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH FASA CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 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 authorizing the Commissioner to enter into and execute on behalf of the City of Chicago, a Loan and Security Agreement with FASA Corporation in the amount of \$60,000, for the purposes of purchasing inventory, debt refinancing and working capital, all as part of FASA's business expansion program.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- KINZIE INDUSTRIAL DEVELOPMENT CORPORATION
IDENTIFIED AS DESIGNATED ZONE ORGANIZATION
FOR CITY'S ENTERPRISE ZONE 4.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 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 designating Kinzie Industrial Development Corporation as a Designated Zone Organization for the City's Enterprise Zone 4.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH GERALD GORSKI AND
MICHAEL ESPOSITO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 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 authorizing the Commissioner to enter into and execute on behalf of the City of Chicago, a Loan and Security Agreement with Gerald Gorski and Michael Esposito for a Business Development Loan in the amount of \$112,500 for acquisition of property at 4555 West Addison Street, as part of a business expansion program.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN
AND SECURITY AGREEMENT WITH TRI-ANGLE
FABRICATION AND BODY COMPANY,
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

October 9, 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 authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Loan and Security Agreement with Tri-Angle Fabrication and Body Co., Inc., in the amount of \$64,366, to expand business and job opportunities located at 2348 South Western Avenue.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH TRI-ANGLE FABRICATION AND BODY
COMPANY, 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

October 9, 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 authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with Tri-Angle Fabrication and Body Co., Inc. for a land cost write-down in the amount of \$.50 per square foot, to be determined by a plat of survey before closing, to assist the company in the purchase of property located at 2348 South Western.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND
FOR PROJECT BY PUBLIX OFFICE SUPPLIES,
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

October 9, 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 \$1,000,000 for the financing of a project by Publix Office Supplies, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 98
ENTITLED "ANIMAL CARE AND CONTROL".

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Commission on Animal Care and Control, I transmit herewith an ordinance repealing Chapter 98 of the Municipal Code entitled "Animal Care and Control" and replacing it with a new Chapter 98. This ordinance is one of three ordinances to revise our procedures regarding animal care.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- MUNICIPAL CODE AMENDED BY ADDING NEW
CHAPTER 9.2, CREATING DEPARTMENT OF ANIMAL
CARE AND CONTROL.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Animal Treatment and Control*;

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Commission on Animal Care and Control, I transmit herewith an ordinance amending the Municipal Code by adding a new Chapter 9.2 which creates the Department of Animal Care and Control. This ordinance is one of three ordinances to revise our procedures regarding animal care.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- MUNICIPAL CODE CHAPTER 21 AMENDED BY
ADDING NEW SECTIONS 21-40 THROUGH 21-40.3,
CREATING CHICAGO COMMISSION ON ANIMAL
CARE AND CONTROL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Commission on Animal Care and Control, I transmit herewith an ordinance amending the Municipal Code by adding Sections 21-40 through 21-40.3 to create the "Chicago Commission on Animal Care and Control". This ordinance is one of three ordinances to revise our procedures regarding animal care.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CHAPTER 78.1, SECTION 78.1-41(a)(2) OF MUNICIPAL
CODE AMENDED CONCERNING BUILDING REHABILITATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 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 Inspectional Services, I transmit herewith an ordinance amending Section 78.1-41(a)(2) of the Municipal Code to make a technical correction necessitated by a publication error in 1982.

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 TRI-PACK 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

October 9, 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 \$1,000,000 for the financing of a project by Tri-Pack Corporation.

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 ARTHUR A. SHAPIRO AND
LOIS SHAPIRO.

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

October 9, 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 \$2,500,000 for the financing of a project by Arthur A. Shapiro and Lois Shapiro.

Your favorable consideration of this ordinance will be appreciated.

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

10/9/85

COMMUNICATIONS, ETC.

20327

Referred -- APPROVAL FOR SALE OF PARCEL 1 IN
COMMERCIAL DISTRICT DEVELOPMENT
PROJECT LAWRENCE-PULASKI TO
DOMINICK'S FINER FOODS,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 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 approving the sale of Parcel 1 in Commercial District Development Project Lawrence-Pulaski to Dominick's Finer Foods, Inc.

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

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR SALE OF PARCEL 3 IN
COMMERCIAL DISTRICT DEVELOPMENT PROJECT
16TH-CANAL TO S. GORDON & SONS,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 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 approving the sale of Parcel 3 in Commercial District Development Project 16th-Canal to S. Gordon & Sons, Inc.

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

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CHAPTER 101, SECTION 101-1.2 OF MUNICIPAL
CODE AMENDED CONCERNING APPLICATION OF
GENERAL BUSINESS LICENSE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Director of Revenue, I transmit herewith an ordinance clarifying the application of the General Business License.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Referred -- MAYORAL VETO OF RESOLUTION AMENDING CHAPTER 25.1
OF MUNICIPAL CODE CONCERNING TESTING PROCEDURES OF
CHICAGO FIRE DEPARTMENT AND SUBMISSION OF
SUBSTITUTE RESOLUTION REGARDING SAME.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 9, 1985.

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

LADIES AND GENTLEMEN -- I return herewith, without my approval, a resolution adopted by the City Council on September 24, 1985, purporting to limit the authority of the Commissioner of Department of Personnel with respect to testing procedures. I must withhold my approval of this resolution because it seeks to illegally amend Chapter 25.1 of the Municipal Code and limit the manner in which future examinations for hiring and promotion in the Chicago Fire Department must take place. Not only is the manner of amendment illegal; the restrictions placed on the Commissioner of Personnel are also irresponsible.

The limitations proposed in this resolution would prohibit the Commissioner of Personnel from making future changes in Fire Department hiring and promotional procedures, even where such changes would be necessary to reflect changes in applicable law and advances in personnel testing techniques. The resolution would also prohibit the Commissioner from taking measures to alleviate the under-representation of minorities and women in the higher ranks of the Fire Department. The resolution, if implemented, would jeopardize the City's efforts to comply with the law, and could also lead to a violation of the City's obligations in the current litigation over these very issues.

Pursuant to Chapter 25.1 of the Municipal Code, the matters set forth in the resolution are within the power of the Commissioner of Personnel to determine. Chapter 25.1 of the Code places responsibility for determining procedures relating to personnel matters on the Commissioner. This resolution would constitute an unwarranted invasion of that power. The law is clear that a mere resolution may not alter, repeal or amend an ordinance. The resolution is, therefore, of no legal consequence. For all of the above reasons, I must withhold my approval of this resolution. A substitute resolution, incorporating principles acceptable to the Commissioner of Personnel, is submitted herewith.

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

On motion of Alderman Burke and Alderman Sheahan, the foregoing communication and substitute resolution were *Referred to a Joint Committee comprised of the members of the*

Committee on Police and Fire and the members of the Committee on Administration, Reorganization and Personnel.

Placed on File -- ACCEPTANCE AND BOND UNDER ORDINANCE.

Also, the acceptance and bond of Bankers Life and Casualty Company, under an ordinance passed on May 15, 1985 (conduits); filed on October 3, 1985.

Placed on File -- STATE APPROVAL OF ORDINANCES CONCERNING
MOTOR FUEL TAX FUND PROJECTS.

Also, communications from Ralph C. Wehner, District Engineer, under dates of September 23 and 25, 1985, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

May 30, 1985.

Funds authorized for New Street Construction 1985-2, Project 85-06951-00- PV;

Funds authorized for New Street Construction 1985-1, Project 85-06950-00- PV;

Amendment of ordinance providing for expenditure of Motor Fuel Tax Funds for construction and engineering for New Street Construction, Project 82-05043- 00-PV;

Funds authorized for reconstruction and realignment of portion of N. Sheridan Road and W. Sheridan Road;

Funds authorized for Street Sign Maintenance;

Funds authorized for Traffic Lane Line Maintenance;

Funds authorized for Energy Charges for Traffic Signals City-Wide;

Funds authorized for New Alley Construction 1985-11, Project U-5038;

Funds authorized for New Alley Construction 1985-12, Project U-5039;

Funds authorized for New Alley Construction 1985-13, Project U-5040;

Funds authorized for New Alley Construction 1985-14, Project U-5041;

Funds authorized for New Alley Construction 1985-15, Project U-5042;

Funds authorized for New Alley Construction 1985-16, Project U-5043;

Funds authorized for New Alley Construction 1985-17, Project U-5044;

Funds authorized for New Alley Construction 1985-18, Project U-5045;

June 12, 1985.

Funds authorized for engineering and rehabilitation of Traffic Control Signals at S. Pulaski Road and S. Archer Avenue;

June 26, 1985.

Execution of City/State Project Agreement authorized for improvement of E. 23rd Street viaducts over Illinois Central Gulf Railroad Company Tracks and Lake Shore Drive;

Acceptance of Quitclaim Deed for Grand Trunk Western Railroad Company to Chicago Department of Public Works;

July 9, 1985.

Authority granted for Execution of Amendment to City/State Project Agreement for improvement of 55th Street between Central and Western Avenues;

Authority granted for Execution of Amendment to City/State Project Agreement for 1985 Intermittent Resurfacing Program;

Execution of City/State Project Agreement Addendum authorized for improvement of Lake Shore Drive between Chicago River and Monroe Street;

August 7, 1985.

Execution of City/State Project Agreement authorized for improvement of N. Lake Shore Drive entrance ramps at Fullerton and Belmont Avenues;

Execution of City/State Project Agreement authorized for improvement of various Division Street intersections;

Funds authorized for engineering and rehabilitation of Traffic Control Signals as follows:

S. and E. South Shore Drive, S. Yates Boulevard, S. Exchange Avenue, and E. 71st Street;

N. Pulaski Road and N. Milwaukee Avenue;

S. Financial Place and W. Congress Parkway, S. LaSalle Street and W. Congress Parkway, S. Financial Place and W. Van Buren Street;

N. Western Avenue and W. Peterson Avenue;

S. Wood Street and W. Pershing Road;

S. Lake Shore Drive and E. Balbo Drive;

N. Broadway and W. Hollywood Avenue;

N. Kedzie Avenue, W. Belmont Avenue and Exit Ramp of the Kennedy Expressway;

N. Ridge Avenue and W. Devon Avenue;

N. Western Avenue and W. Division Street;

N. Kimball Avenue and W. Addison Street;

S. Jeffery Avenue/Boulevard and E. 87th Street.

*Placed on File -- ANNUAL REPORT OF PUBLIC BUILDING
COMMISSION OF CHICAGO FOR YEAR 1984.*

Also, the annual Audit Report and Financial Statement of the Public Building Commission of Chicago for the year ended December 31, 1984, submitted by A. E. Grange, Controller, which was *Placed on File*.

*Placed on File -- REPORTS AND DOCUMENTS OF
COMMONWEALTH EDISON COMPANY.*

Also, the following communication from Richard J. Martin, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of October 2, 1985, which reads as follows:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month October, 1985.

Statement for bills issued in October, 1985 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C.) Form No. EIA-826, for the month of August, 1985."

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on September 24, 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 October 9, 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 24, 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.

FILING OF CERTIFIED COPIES OF ORDINANCES WITH COUNTY CLERKS OF COOK AND DU PAGE COUNTIES.

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties on the dates noted, ordinances passed by the City Council as follows:

Ordinance authorizing Levy of Taxes and Adoption of Budget for Special Service Area Number One for the year 1986, passed by the City Council on September 11, 1985; filed with the County Clerk of Cook County on October 1, 1985;

Levy of Taxes authorized for Community College District No. 508 for fiscal year July 1, 1985 through June 30, 1986, passed by the City Council on September 11, 1985; filed with the County Clerks of Cook and Du Page Counties on October 1, 1985;

Ordinance authorizing Issuance of General Obligation Bonds, Series 1985, and for levy and collection of direct annual tax to pay principal and interest on same, passed by the City Council on August 20, 1985; filed with the County Clerks of Cook and Du Page Counties on October 1, 1985.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Peter Carlson Properties -- to classify as a B5-3 General Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 22-E bounded by

the alley next north of and parallel to East 95th Street; South Martin Luther King, Jr. Drive; East 95th Street; and a line 214 feet east of and parallel to South Martin Luther King, Jr. Drive;

LaSalle National Bank, U/T No. 10-006073-09 -- to classify as a B4-3 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 8-E bounded by

a line 120.25 feet north of East 35th Street; South Prairie Avenue; a line 82 feet north of East 35th Street; and the public alley next west of South Prairie Avenue;

John L. Marks -- to classify as a C3-6 Commercial-Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

West Hubbard Street; North Franklin Street; West Kinzie Street; and North Orleans Street;

and to further classify as a Business Planned Development instead of a C3-6 Commercial-Manufacturing District the area shown above.

Alphonso and Bonny Lynn Neita -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-E bounded by

a line 104.04 feet north of and parallel to East 32nd Street; South Giles Avenue; East 32nd Street; and the alley next west of and parallel to South Giles Avenue;

Private Satellite Network -- to classify as a Communications Planned Development by supplementing all the Business Planned Development No. 70 symbols and indications shown on Map No. 1-F in the area of

200 East Randolph Street;

Robert A. Wislow -- to classify as a C3-6 Commercial-Manufacturing District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by

West Adams Street; South Canal Street; West Jackson Boulevard; and South Clinton Street;

and to further classify as a Business-Transportation Planned Development instead of a C3-6 Commercial-Manufacturing District the area shown above.

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:

Adams Brenda C., Aetna Development Corporation, Allstate Ins. Co. (4) Mary Coyler, Robert Heider, Clarence Turner, and Vernon F. Ward, Anthony Frank, Ayala Wilfredo;

Basuel Joselito M., Birriel Carmen M., Brown Ben Willie, Bryant Dana A., Butterworth Robert.;

Connolly-Crespo Patricia B., Coffee Henry G., Corsey Lilian A., Crowell Howard T. Jr.;

Diaz Carlos Jr., Dominguez Robert, Durakis G., Durrell Sidney.;

Fitzpatrick Sheryl L., Fraley Carol J.;

Galloway Hattie, Giering Robert Richard, Gray Michael B., Grieco Mrs. E.;

Hong Na Ho, Hoover Donald L.;

Illinois Bell Telephone Company, Illinois Department of Transportation (2);

Johnson Loretta D., Jones Michael E.;

Kaplan Mangurten Architects, Katz Susan L., Krueel Irene.;

Lake Shore Typographers, Inc., Lejtholc Miroslaw Jan, Lewis Leroy, Liberty Mutual Ins. and Carolyn Harris, Light Herman E., Liner Alice, Llano Miguel, Long Evan Gene, Lumbers Mutual Casualty Co., and David Bonnes;

Mayflower Ins. Co. and Stephanie C. Anastasia, Merit Ins. Co. and Lucille Winston, Messier Charles Albert, Michigan Mutual Ins. Co. and Martin G. Otil, Moore Frances S., Montgomery Helene L., Muller Eric (2);

McDaniel Dorothy R. and George, McDonald Charles E., McKinley Mary H.;

Newby Vera L.;

Oliver Charmion D.;

Peoples Gas Light and Coke Company (2), Pesich Branko, Prize William;

Randall Barbara J., Ratliff Lillian, Rhone Rupert, Rosales Caritina, Rosenbloom Alvin;

Scruggs Exson, Shubert Kenneth S., Smolen Ed, Standvich Dorothy, State Farm Ins. Co. and David Lintner, Luburich Peter, Seiler Lester, Sxtanka Elizabeth, Stennin Edgar J.;

Thomas Lorenzo, Tokarz J.;

Valeriano Angelita, VonZiebrecht Lydia;

Wallrab, Capenigro Ins. Adjusters/Investigators for Joan Petitgoue, Walsh Harry, Walsh Shalyn M., Woods Diane C.

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 October 8, 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 as of the period ended August, 1985, which were *Referred to the Committee on Finance*.

Referred -- REQUEST FOR AMENDMENT TO ORDINANCE
CONCERNING VACATION OF NORTH WEST WATER
STREET BETWEEN LAKE STREET AND
RANDOLPH STREET.

Also, a communication received in the City Clerk's office from Wheeling Industrial Corporation, David W. Bent, Vice President, requesting an amendment to the ordinance authorizing the vacation of North West Water Street between Lake Street and Randolph Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ORDER, DEMAND AND DIRECTION TO CITY
COUNCIL FOR FISCAL YEAR 1985-1986 TAX
LEVY FOR BOARD OF EDUCATION.

The City Clerk transmitted the following communication, which was, together with a certified copy of the resolution transmitted therewith, *Referred to the Committee on Finance*:

October 7, 1985.

To the Honorable Harold Washington, Mayor of the City of Chicago and the City Council Assembled:

LADIES AND GENTLEMEN -- The Board of Education of the City of Chicago at its regular meeting held October 7, 1985, adopted the following Resolution, certified copies of which are herewith sent to you:

1. Order, Demand and Direction -- Tax Levy for the Fiscal Year 1985-1986.

Respectfully submitted,
BOARD OF EDUCATION OF THE
CITY OF CHICAGO

(Signed) GEORGE MUNOZ,
President.

(Signed) THOMAS J. CORCORAN,
Secretary.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPROVAL GIVEN TO APPOINTMENT OF MR. PAUL KARAS AS
COMMISSIONER OF DEPARTMENT OF PUBLIC WORKS.

The Committee on Finance submitted the following communication:

CHICAGO, October 9, 1985.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication authorizing the appointment of Mr. Paul Karas as Commissioner of the Department of Public Works 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. Paul Karas as Commissioner of Department of Public Works was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

Nays -- None.

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

Commissioner Karas expressed his thanks to the Mayor and members of the City Council for their expression of confidence in him.

TRANSFER OF FUNDS AUTHORIZED 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
Engineering	100-6211-144	\$10,000
TO:		
Account	Number	Amount
Office Machines	100-6211-422	\$10,000

SECTION 2. That the sole purpose of this transfer of funds is to purchase a battery powered personal computer to be used in field survey and data-entry function.

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 Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

Nays -- None.

TRANSFER OF FUNDS AUTHORIZED IN OFFICE OF
THE CITY TREASURER.

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
Personal Services	100-1531-005	\$6,400
TO:		
Account	Number	Amount
Postage and Postal Supplies	100-1531-130	\$900
Subscriptions and Dues	100-1531-166	2,500
Contingencies	100-1531-700	3,000

SECTION 2. That the sole purpose of this transfer of funds is for increased professional dues payments; postal fee raises; need for more appropriate allotment of assets eventuated.

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 Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

Nays -- None.

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

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 Five, in the area of 92nd Street and Commercial 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 Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 44.

Nays -- None.

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

Alderman Burke then requested the record reflect said passed ordinance was transmitted to the Mayor, who affixed his signature to same at 11:58 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 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 fronting wholly or in part by South Commercial Avenue, from 87th Street to South Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston 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 5" ("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 vaulted sidewalk reconstruction, maintenance, operation and upkeep of sidewalks, ongoing rehabilitation of the commercial area, promotion of economic development, and financial guidance for businesses, provided that which special annual tax shall be limited in amount so that the total of such annual tax will not exceed an annual rate of 3.0% 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 Commercial Avenue 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 1986 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*

Maintenance	
Snow Removal	
Sidewalk Sweeping	\$10,000
Management Costs	4,200
Insurance	1,000
Legal Fees	500
Audit	1,000
Supplies and Postage	1,000
Signage	3,000
Promotion/Revitalization	5,000
Construction Interest	
11 months at \$25,000/month	275,000
Debt Service (P & I -- 1 month)	25,000
Payment to Debt Service Reserve	<u>99,300</u>
TOTAL	\$425,000

Source of Funds

Tax Levy	\$170,000
Interest Income	20,000
Debt Service Reserve (1/1/86)	<u>235,000</u>
TOTAL	\$425,000

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 provisions 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 "City of Chicago Special Service Area," the sum \$170,000 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 3.0% 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.

EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED
FOR MAJESTIC SCREW-BOLT COMPANY,
INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement with Majestic Screw-Bolt Company, Inc., for land write-down assistance in the purchase of property located at 2160 North Ashland Avenue, in the amount of \$62,500.00.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

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 June 26, 1985 has approved a redevelopment project which obligates the City of Chicago to assist Majestic Screw-Bolt Co., in the acquisition of certain real estate; and

WHEREAS, Majestic Screw-Bolt Co. intends to adapt the facility located on the subject property for use as a distribution center building which is expected to result in the addition of fourteen (14) 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 Majestic Screw-Bolt Co. in the acquisition of approximately 139,000 square feet of property located at 2160 North Ashland 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 11th day of September, 1985, 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."), Majestic Screw-Bolt Co., with offices presently at 2727 N. Greenview, Chicago, Illinois 60614 ("Purchaser"), and A. M. Steigerwald Co., with offices at 2160 N. Ashland Avenue, Chicago, IL 60614 ("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 January 31, 1985 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 2160 North Ashland Avenue ("Property") for the total amount of \$765,000.00, which Purchaser will rehabilitate for use as a screw-bolt distribution center and office 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 \$0.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated June 26, 1985, approved Purchaser's request; and

Whereas, the Project will result in the retention of eighty-eight (88) permanent jobs, and create an estimated fourteen (14) new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

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

Section II. Consideration.

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

Section III. Redevelopment Plan.

Purchaser shall improve property by renovating and equipping the property for use as a screw-bolt distribution center. 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 June 26, 1988.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately fourteen (14) 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 September 27, 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 June 26, 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 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: Majestic Screw-Bolt Co.
2727 N. Greenvew
Chicago, IL 60614

If to Seller: A. M. Steigerwald Co.
2160 N. Ashland Avenue
Chicago, IL 60614
President, Frank Steigerwald

(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 TO NATION ENTERPRISES, INCORPORATED FOR
PROJECT LOCATED AT 2505 NORTH MILWAUKEE
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 in the amount of \$800,000 for the financing of a project by Nation Enterprises, Inc. to be located at 2505 North Milwaukee Avenue.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

Nays -- None.

The following is said ordinance as passed:

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

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

WHEREAS, As a result of negotiations between the Issuer and Nation Enterprises, Inc., an Illinois corporation (the "Borrower") and in reliance upon ordinances duly adopted by the City Council of the Issuer on October 6, 1982 and on February 13, 1985, the Borrower has entered into contracts for the remodeling of an existing building located at 2505 North Milwaukee Avenue within the Issuer and the acquisition and installation of equipment for use therein (hereinafter referred to as the "Project"), which constitutes an industrial development project under the Enabling Ordinance, and the Issuer is willing to issue its revenue bonds to finance the cost of the Project and to enter into a loan agreement with the Borrower upon terms which will produce revenues and receipts sufficient to provide for the prompt payment at maturity of the principal and interest on such revenue bonds, all as set forth in the details and provisions of the Loan Agreement hereinafter identified and the revenue bonds will be guaranteed by the Marshall Bauer and Margaret Z. Bauer; and

WHEREAS, It is necessary and proper for the interests and convenience of the Issuer and its inhabitants to authorize the financing of the Project; and

WHEREAS, It is necessary to authorize the execution of a Loan Agreement between the Issuer and the Borrower under the terms of which the Issuer will loan the proceeds of the sale of the revenue bond to the Borrower to finance a portion of the costs of remodeling and equipping of the Project, the payments to be paid by the Borrower to the Issuer in repayment of the loan to be sufficient to pay at maturity the principal and interest on the revenue bond hereinafter authorized; and

WHEREAS, It is necessary for the Issuer to execute and deliver an Indenture of Trust to Capitol Bank and Trust of Chicago, as Trustee (the "Trustee") for the bondholders pursuant to which the said revenue bond will be issued; and

WHEREAS, The Borrower will enter into a Mortgage and Security Agreement dated as of August 1, 1985 (the "Mortgage"), said Mortgage to be to the Issuer and assigned by the Issuer to the Trustee to secure such revenue bond; and

WHEREAS, The Marshall Bauer and Margaret Z. Bauer will enter into a Guaranty Agreement dated as of August 1, 1985 (the "Guaranty") to the Trustee; and

WHEREAS, It is necessary to authorize the sale of said revenue bond and to execute a Bond Purchase Agreement in connection therewith; and

WHEREAS, The Issuer has caused to be prepared and presented to this meeting the following documents, which the Issuer proposed to enter into:

1. The Loan Agreement dated as of August 1, 1985, between the Issuer and the Borrower (the "Loan Agreement");
2. The Indenture of Trust dated as of August 1, 1985 (the "Indenture"), between the Issuer and the Trustee, setting forth terms, conditions and security requirements for the proposed bond issue to finance the Project and containing the form of the Issuer's Industrial Revenue Bond (Nation Enterprises, Inc. Project) (the "Bond") to be issued in the principal amount of \$800,000; and
3. The Bond Purchase Agreement to be dated as of August 1, 1985 (the "Bond Purchase Agreement"), among the Issuer, the Borrower and Capitol Bank and Trust of Chicago, as Purchaser (the "Purchaser").

WHEREAS, The Commissioner of Economic Development or his designee of the Issuer held a public hearing pursuant to Section 103(k) of the Internal Revenue Code, as amended, on March 8, 1985, and hereby approves the issuance of the Bonds; now, therefore,

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

SECTION 1. That the form, terms and provisions of the proposed Loan Agreement and Indenture be, and they hereby are, in all respects approved, and that the Mayor or the City Comptroller or Acting City Comptroller, and the City Clerk of the Issuer be, and they are hereby authorized, empowered and directed to execute and deliver such instruments in the name and on behalf of the Issuer, to cause the Loan Agreement to be delivered to the

Borrower and to cause the Indenture to be delivered to the Trustee; that the Indenture shall constitute a lien for the security of the Bond and upon all right, title and interest of the Issuer in and to the Loan Agreement (except for certain rights of the Issuer to indemnification and payment of expenses), the Promissory Note of the Borrower (the "Note") delivered pursuant thereto and the Mortgage and in and to the payments, revenues and receipts payable to the Issuer pursuant thereto, and said revenues are hereby and in the Indenture pledged for such purpose; that the Loan Agreement and the Indenture are to be in substantially the respective forms thereof submitted to this meeting and hereby approved, with such changes therein as shall be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such instruments, the officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such instruments as executed.

SECTION 2. That the form, terms and provisions of the proposed Bond Purchase Agreement, a copy of which is before this meeting, be, and it hereby is, in all respects approved, and that the Mayor or the City Comptroller or Acting City Comptroller, and the City Clerk of the Issuer be, and they hereby are, authorized, empowered and directed to execute the Bond Purchase Agreement in the name and on behalf of the Issuer and thereupon to cause the Bond Purchase Agreement to be delivered to the Purchaser; that the Bond Purchase Agreement is to be in substantially the form thereof submitted to this meeting and hereby approved, with such changes therein as shall be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of such instrument hereby approved; that the Bond Purchase Agreement shall be entered into with the Purchaser; and that from and after the execution and delivery of such instrument, the officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things necessary to carry out and comply with the provisions of such instrument as executed.

SECTION 3. That the Mayor or the City Comptroller or the Acting City Comptroller, and the City Clerk of the Issuer be and are hereby authorized, empowered and directed to cause to be prepared the \$800,000 principal amount Bond of the Issuer, the principal to be payable as provided in the Indenture and bearing interest from the date of first disbursement on the balance of the principal remaining from time to time outstanding to and including December 1, 2000 at a rate equal to seventy percent (70%) of the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois and identified by it as its Prime Rate (hereinafter referred to as the "Prime Rate"). The Bond shall be subject to mandatory and optional redemption as set forth in the Indenture, as executed. The Bond shall be in substantially the form set forth in said Indenture (as executed and delivered); the Bond shall be executed and attested in the name of the Issuer with the manual signature of the Mayor or the City Comptroller or Acting City Comptroller and the manual signature of the City Clerk of the Issuer; the seal of the Issuer may be affixed thereto or imprinted thereon; the Mayor or City Comptroller or Acting City Comptroller and City Clerk of the Issuer shall cause the Bond, as so executed and attested, to be delivered to the Trustee for authentication and the Trustee is hereby requested to authenticate the \$800,000 principal amount Bond; and the form of the Bond

submitted to this meeting as the same appears in the Indenture, subject to appropriate insertion and revision in order to comply with the provisions of said Indenture be, and the same hereby is, approved, and when the same shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Ordinance in the principal amount of \$800,000, it shall represent the approved form of the Bond of the Issuer.

SECTION 4. That the Issuer does hereby adopt the provisions of the Enabling Ordinance for the issuance and securing of the Bond and the Mayor or City Comptroller or Acting City Comptroller or City Clerk of the Issuer be and are hereby authorized, empowered and directed to issue and sell to the Purchaser the \$800,000 principal amount Bond, at a price of 100% of the principal amount thereof, as provided in the Bond Purchase Agreement.

SECTION 5. That from and after the execution and delivery of said documents, the proper officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things, indicating without limitation endorsement or assignment of the Note and the Mortgage, and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and to further the purposes and intent of this Ordinance, including the preamble hereto.

SECTION 6. That all acts and doings of the officials of the Issuer which are in conformity with the purposes and intent of this Ordinance and in furtherance of the issuance and sale of the Bond in the principal amount of \$800,000 and the financing of the Project to that amount be, and the same hereby are, in all respects, approved and confirmed.

SECTION 7. Approval is hereby granted to the issuance of the Bond pursuant to Section 103(k) of the Internal Revenue Code of 1954, as amended.

SECTION 8. The Issuer hereby elects to have the provisions of Section 103(b)(6)(D) of the Code apply to the hereinabove described issue of bonds.

SECTION 9. As required by Section 103(n), the City Council hereby certifies under penalty of perjury that the allocation of aggregate amount of private activity bonds that may be issued by the City of Chicago in any one year to the Project was not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

SECTION 10. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

SECTION 11. That all ordinances, ordinances, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

SECTION 12. This ordinance shall be in full force and effect from and after its passage and approval, in accordance with law.

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

AUTHORITY GRANTED FOR ISSUANCE OF MULTI-FAMILY
HOUSING REVENUE BONDS, SERIES 1985,
FOR MICHIGAN BOULEVARD
GARDEN APARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of 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 \$1,020,000, with said property being located at 47th Street and South Michigan Avenue.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

Nays -- None.

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

Alderman Burke then requested the record reflect said passed ordinance was transmitted to the Mayor, who affixed his signature to same at 12:00 noon.

The following is said ordinance as passed:

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") has a population in excess of 25,000 and is therefore a home rule unit and may exercise any of the aforementioned powers and perform any of the aforementioned functions pertaining 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 residential dwelling accommodations which persons and families of low or moderate income, including but not limited to elderly and handicapped persons, can afford to lease; that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and that it is necessary and in the best interests of the City to relieve said shortage of decent, safe and sanitary housing, to aid and assist in the development of residential rental housing projects qualifying for grants, subsidies or other assistance under any laws or programs of the federal government or the State of Illinois, or any agency or instrumentality thereof, and to encourage and increase the construction and rehabilitation of housing accommodations with the City, thereby reducing the evils attendant upon the shortage of such housing while at the same time providing for the increased employment, welfare and prosperity of the residents of the City; and

WHEREAS, The City, pursuant to an ordinance duly passed by the City Council of the City on March 9, 1983 issued its Multi-Family Housing Revenue Bonds, Series 1983 (Section 8 Assisted -- Michigan Boulevard Garden Apartments Moderate Rehabilitation Project) in the aggregate principal amount of \$10,980,000 (the "Series 1983 Bonds") pursuant to a Trust Indenture dated as of March 1, 1983 (the "Original Indenture") to finance and provide the funds needed for the cost of the rehabilitation and equipping of the residential rental housing project located on Michigan Avenue in the City between 46th and 47th Streets (the "Project") in order to provide 447 residential dwelling units for occupancy by persons of low and moderate income, some or all of which dwelling units will qualify for rental assistance payments under Section 8 of the United States Housing Act of 1937, as amended (the "Housing Act") and the regulations promulgated thereunder for Section 8 Housing Assistance Payments for Moderate Rehabilitation at Title 24 of the Code of Federal Regulations, Part 882 (the "Contract Units"); and

WHEREAS, The land and all improvements then located therein, which were to be rehabilitated as the Project, were acquired by American National Bank and Trust Company of Chicago, as trustee under a trust agreement dated October 1, 1982 and known as Trust No. 56121 (the "Mortgagor") under which MBGA Associates, an Illinois limited partnership (the "Owner") is the sole beneficiary from the City of Chicago at the time the Series 1983 Bonds were issued and in connection therewith the Mortgagor executed and delivered to the City of Chicago a certain Junior Purchase Money Note in the principal amount of Two Million Dollars (\$2,000,000) dated as of March 1, 1983 (the "Purchase Money Note") and a Junior Purchase Money Mortgage dated as of March 1, 1983 (the "Junior Mortgage") which are subject and subordinate to the hereinafter described Original Mortgage Loan and Original Loan Documents; and

WHEREAS, The proceeds from the sale of the Series 1983 Bonds were lent to the Mortgagor acting on the direction and for the benefit of the Owner (the "Original Mortgage Loan") to fund certain reserve funds under the Original Indenture, to pay or reimburse the Mortgagor and/or the Owner for the payment of a portion of the costs of acquiring, constructing, renovating, remodeling and equipping the Project and to pay certain expenses incidental thereto pursuant to a Financing Agreement dated as of March 1, 1983 as amended and supplemented by the First Amendment to Financing Agreement dated as of April 15, 1983 and the Second Amendment to Financing Agreement dated as of February

1, 1984 (collectively, the "Original Agreement") between the Issuer, the Owner and the Mortgagor; and

WHEREAS, The Owner and the Mortgagor entered into an Agreement to Enter Into Housing Assistance Payments Contract (the "HAP Agreement") with the Chicago Housing Authority (the "Authority") at the time the Series 1983 Bonds were issued, pursuant to which a Housing Assistance Payments Contract dated July 28, 1983 was fully executed as to all phases of the Project on August 1, 1985 (the "HAP Contract") with respect to 420 dwelling units (the "Contract Units"); and

WHEREAS, The Mortgagor executed and delivered its nonrecourse first mortgage note in the principal amount of \$10,980,000 (the "Original Note") providing for payments of principal and interest sufficient to pay the principal of and interest on the Series 1983 Bonds when due; and

WHEREAS, The Original Note and the obligations of the Owner and the Mortgagor under the Original Agreement are secured by a first mortgage lien and security interest on all real and personal property comprising the Project and a pledge and assignment of all revenues to be derived from the Project, including payments under the HAP Contract, pursuant to a Mortgage and Security Agreement dated as of March 1, 1983 (the "Original Mortgage") from the Mortgagor to the Trustee, an Assignment and Security Agreement dated as of March 1, 1983 (the "Original Assignment") from the Owner to the Trustee and certain other security agreements (the Original Agreement, the Original Note, the Original Mortgage, the Original Assignment and all other documents evidencing and securing the Original Mortgage Loan being referred to herein collectively as the "Original Loan Documents"); and

WHEREAS, The Original Indenture provided for the issuance of one or more series of Additional Bonds (as defined therein), at the sole discretion of the Issuer, by ordinance of the Issuer and pursuant to a Supplemental Indenture, for the purposes and upon the conditions set forth in Section 2.10 of the Original Indenture; and

WHEREAS, The Issuer has now determined that it is necessary and desirable to issue one series of Additional Bonds under the Original Indenture to be designated as its 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 (the "Series 1985 Bonds") pursuant to the Supplemental Indenture herein authorized and approved for the purpose of providing additional funds to (i) finance certain additional Financeable Project Costs (as defined in the Original Indenture) which were incurred by the Owner and were necessary to complete the acquisition, construction, remodeling and equipping of the Project, (ii) fund 90% of an increase in the Debt Service Reserve Requirement equal to 112.6% of the maximum Annual Debt Service payable on the Series 1985 Bonds and to pay the Costs of Issuance (as defined in the Original Indenture) and other costs incidental thereto and that the financing thereof through the issuance of Additional Bonds is in the public interest and serves a public purpose and is a function pertaining to the government and affairs of the City; and

WHEREAS, The Issuer and the Owner desire to increase the Original Mortgage Loan in an amount equal to the principal amount of the Series 1985 Bonds (the "Additional

Mortgage Loan") and to supplement and amend the Original Agreement, the Original Note, the Original Mortgage and the other Original Loan Documents to provide for and secure the payments of the Series 1983 Bonds and the Series 1985 Bonds (collectively, the "Bonds") as required by Section 2.10 of the Original Indenture in connection with the issuance of such Additional Bonds; and

WHEREAS, To preserve the priority of the mortgage liens and security interests granted by the Original Loan Documents, as amended and supplemented in connection with the issuance of the Additional Bonds and the making of the Additional Mortgage Loan, it is necessary to amend and supplement the Purchase Money Note and the Junior Mortgage; and

WHEREAS, The Bonds are to be secured by the Original Indenture, as supplemented and amended by the First Supplemental Indenture (hereinafter defined) and to be payable solely out of Bond proceeds, revenues and other amounts derived by the City from Original Mortgage Loan and Additional Mortgage Loan (hereinafter referred to as the "Mortgage Loan") for the Project funded with the Bond proceeds and certain funds and accounts established under the Original Indenture, as supplemented and amended by the First Supplemental Indenture (hereinafter, as the same may be further amended and supplemented from time to time in accordance with its terms, referred to as the "Indenture" including earnings thereon); and

WHEREAS, Newman and Associates, Inc., Denver, Colorado (the "Bond Purchaser") intends to purchase the Series 1985 Bonds and re-offer the Bonds for sale at retail on a non-rated basis by means of an Official Statement (hereinafter defined) of even date with the Bond Purchase Agreement (hereinafter defined) which the Bond Purchaser has submitted to the City; and

WHEREAS, Drafts of the First Supplemental Indenture, the Third Amendment to Agreement, the Allonge to Purchase Money Note and First Amendment to Junior Mortgage, the Bond Purchase Agreement and the Official Statement have been presented to and are before this meeting; now, therefore,

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

SECTION 1. In addition to the terms defined elsewhere herein and (including the foregoing Recitals) in the Original Indenture, the following words and terms used in this Ordinance shall have the following meanings unless the context clearly indicates another or different meaning or intent:

"Additional Project Costs" means and includes the costs incurred to complete the construction, renovation, remodeling and equipping of the Project to be financed from the Series 1985 Bonds and described in Exhibit A hereto.

"Allonge to Purchase Money Note" shall mean the Allonge to Junior Purchase Money Note to be entered into by and between the City and the Mortgagor, as approved by this Ordinance.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement to be entered into between the City, Owner and the Bond Purchaser, as approved by this Ordinance, relating to the purchase of the Series 1985 Bonds.

"Bond Purchaser" shall mean Newman and Associates, Inc., Denver, Colorado.

"City" shall mean the City of Chicago, Cook County, Illinois.

"First Amendment of Mortgage and Security Agreement" shall mean the First Amendment of Mortgage and Security Agreement to be entered into between the Mortgagor and the Trustee under the Indenture as approved by this Ordinance.

"First Amendment to Assignment" shall mean the First Amendment to Assignment and Security Agreement to be entered into between the Owner and the Trustee under the Indenture as approved by this Ordinance.

"First Amendment to Junior Mortgage" means the First Amendment to Junior Purchase Money Mortgage to be entered into by and between the City and the Mortgagor, as approved by this Ordinance.

"First Supplemental Indenture" shall mean the First Supplemental Trust Indenture to be entered into by and between the City and the Trustee, as approved by this Ordinance.

"Official Statement" shall mean the Official Statement as further described and defined in the Bond Purchase Agreement.

"Series 1985 Bonds" shall mean the Multi-Family Housing Revenue Bonds, Series 1985 (Section 8 Assisted - Michigan Boulevard Garden Apartments Moderated Rehabilitation Project) of the City in an aggregate principal amount not to exceed \$1,020,000 authorized to be issued pursuant to this Ordinance and the Supplemental Indenture in accordance with Section 2.10 of the Original Indenture.

"Third Amendment to Agreement" shall mean the Third Amendment to Financing Agreement to be entered into between the City and the Owner and the Mortgagor as approved by this Ordinance.

"Trustee" shall mean Bank One of Columbus, N.A., the Trustee under the Original Indenture designated by the City Comptroller at the time the Series 1983 Bonds were issued, and any successor acting as such under the Indenture.

SECTION 2. It is hereby determined and declared that the purpose of this Ordinance is to provide a means of financing the Additional Project Costs necessary to complete the construction, renovation, remodeling and equipping of the Project so as to provide decent, safe and sanitary housing for residents of the City and otherwise provide for and promote the public health, safety, morals, and welfare of the City as set forth in the Recitals to this Ordinance it being hereby determined and declared that the financing of the Additional Project Costs through the issuance of the Series 1985 Bonds is a public purpose and function pertaining to the government and affairs of the City.

SECTION 3. In order to implement the foregoing public purposes the City does hereby authorize the funding of the Additional Mortgage Loan for the Project in accordance with the terms of the Third Amendment to Agreement and does hereby find and declare that this Ordinance is being enacted pursuant to its home rule powers and that the issuance of the Series 1985 Bonds is for the public purposes as set forth in Section 2 hereof.

SECTION 4. In addition to powers which it may now have, the City has the power under this Ordinance:

- (1) To issue the Series 1985 Bonds to defray, in whole or in part, the Additional Project Costs relating to the Project by funding the Additional Mortgage Loan for the Project, as provided in the Third Amendment to Agreement and the First Supplemental Indenture. The City need not acquire or hold title to or any interest in the Project.
- (2) To loan the proceeds from the sale of the Series 1985 Bonds to the Mortgagor acting on the direction and for the benefit of the Owner, in whole or in part, to pay or reimburse the Owner and/or the Mortgagor, in whole or in part, for the Additional Project Costs so that the repayments of the Mortgage Loan or other revenues to be derived with respect to the Project, together with any reserve accounts held under the Indenture and earnings thereon shall be designed to produce revenues and receipts at least sufficient to provide for the prompt payment when due of principal, interest and redemption premiums, if any, upon the Series 1983 Bonds and the Series 1985 Bonds authorized under this Ordinance to finance such Project Costs.
- (3) To enter into the First Amendment to Mortgage and Security Agreement and amendments to the other Original Loan Documents with respect to such Additional Mortgage Loan.
- (4) To pledge any revenues and receipts to be received from the Project and such Additional Mortgage Loan and the security therefor to the punctual payment of the Series 1983 Bonds and the Series 1985 Bonds authorized under this Ordinance, and the interest and redemption premiums, if any, thereon.
- (5) To assign, pledge or grant security interests in the Additional Mortgage Loan and the revenues and proceeds therefrom and the security therefor or other property in favor of the holder or holders of the Series 1983 Bonds and the Series 1985 Bonds issued therefor.
- (6) To sell and convey the Additional Mortgage Loan and the revenues and proceeds therefrom and the security therefor, including, without limitation, the sale and conveyance thereof subject to a mortgage, pledge or security interest, if any, as provided in this Ordinance for such prices and at such times as the City Council of the City may determine.
- (7) To take all such other actions as may be required or contemplated by the First Supplemental Indenture, the Third Amendment to Agreement, the Bond Purchase Agreement and the Official Statement.

SECTION 5. To provide for the financing of the Additional Mortgage Loan, the City does hereby authorize the issuance of revenue bonds of the City, to be designated "City of Chicago, Cook County, Illinois, Multi-Family Housing Revenue Bonds, Series 1985 (Section 8 Assisted - Michigan Boulevard Garden Apartments Moderate Rehabilitation Project), in the principal amount of up to \$1,020,000. The Series 1985 Bonds shall be issued in the forms and denominations set forth in the Original Indenture as amended and supplemented by the First Supplemental Indenture (hereinafter referred to as the "Indenture"); shall be dated, except as otherwise provided in the Indenture, October 1, 1985 or such later date occurring on or before the date of issuance of the Bonds as mutually agreed to by the Issuer and the Bond Purchaser; shall be numbered as provided in the Indenture; shall mature on the dates and in the amounts approved by the Mayor or the City Comptroller at the time of execution of the Bond Purchase Agreement, with a final maturity date on or before January 1, 2001; shall bear interest payable semiannually at such rate or rates as approved by the Mayor or the City Comptroller at the time of execution of the Bond Purchase Agreement not to exceed thirteen percent (13%) per annum for all maturities; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be sold to the Bond Purchaser at a price of not less than 94% of the aggregate principal amount thereof plus accrued interest thereon from the date of the Series 1985 Bonds, to the Closing Date (as defined in the Bond Purchase Agreement).

SECTION 6. The Series 1985 Bonds shall be limited obligations of the City and, shall be payable solely out of Bond proceeds, revenues and other amounts derived by or on behalf of the City from the Mortgage Loan and certain funds and accounts established under the Indenture (including earnings thereon). Neither the City, Cook County nor the State of Illinois will be directly or indirectly liable for the payment of the Mortgage Loan. The Series 1985 Bonds and interest thereon do not constitute an indebtedness, liability, general or moral obligation or a pledge of the faith or a loan of the credit of the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City, the State of Illinois or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds shall be construed to authorize the City to create a debt of the City or the State of Illinois or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation represented by the Bonds is as more fully set forth in the Indenture.

SECTION 7. The Series 1985 Bonds shall be executed on behalf of the City by the facsimile signatures of the Mayor or the City Comptroller and the City Clerk, in the manner provided in the Indenture. If any of the officers who shall have signed or sealed any of said Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be an officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 8. The First Supplemental Indenture is hereby approved in substantially the form presented to this meeting and the Mayor or the City Comptroller is hereby authorized to execute, acknowledge and deliver the Indenture, attested by the City Clerk or Deputy City Clerk, with such changes and completions therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval. The City Clerk is hereby authorized to affix to the First Supplemental Indenture the corporate seal of the City.

SECTION 9. The Third Amendment to Agreement between the City, the Owner and the Mortgagor is hereby approved in substantially the form presented to this meeting, and the Mayor or the City Comptroller is hereby authorized to execute, acknowledge and deliver the Third Amendment to Agreement, attested by the City Clerk or Deputy City Clerk, with such changes and completions therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval. The City Clerk is hereby authorized to affix to such document the corporate seal of the City.

SECTION 10. The Allonge to Purchase Money Note and the First Amendment to Junior Mortgage are hereby approved in substantially the forms presented to this meeting, respectively, with such changes and completions therein as shall be approved by the Mayor or the City Comptroller executing the Indenture, such execution of the Indenture to constitute conclusive evidence of such approval. The City Clerk or Deputy City Clerk is hereby authorized to affix to such document the corporate seal of the City. A First Amendment to Mortgage and a First Amendment to Assignment in such form and substance as shall be approved by Corporation Counsel to the City and by Chapman and Cutler, Chicago, Illinois, as Bond Counsel, are hereby approved for execution by the Trustee in connection with the issuance of the Series 1985 Bonds.

SECTION 11. The Bond Purchase Agreement is hereby approved in substantially the form presented to this meeting, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the City with such changes and completions therein as shall be approved by such person executing the documents, such person's execution to constitute conclusive evidence of such approval, and the sale of the Bonds to the Bond Purchaser pursuant to the Bond Purchase Agreement is hereby authorized. The distribution and use of the Official Statement is hereby approved

SECTION 12. The authorized officials of the City are hereby empowered to execute and deliver the Series 1985 Bonds and all documents and other instruments which may be required under the terms of the Bond Purchase Agreement, the Indenture, the Agreement, the Mortgage, the Assignment and this Ordinance, including without limitation such amendment to the restrictive covenants contained in the deed from the City conveying the Project to the Mortgagor as Bond Counsel may require in connection with the issuance of the Series 1985 Bonds. For purposes of this section "authorized officials of the City" shall mean the Mayor, the City Comptroller and/or the City Clerk or Deputy City Clerk.

SECTION 13. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signatures to the Series 1985 Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this

Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 14. All actions heretofore taken in connection with the issuance of the Bonds and the funding and disbursement of the Mortgage Loan for the Project, including without limitation the issuance, execution, delivery and performance of the Series 1983 Bonds, the Original Indenture, the Original Agreement and the other Original Loan Documents by and on behalf of the City are hereby ratified, confirmed and approved.

SECTION 15. To the extent that any ordinance, resolution, rule or order, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 16. The powers conferred by this Ordinance are in addition and supplemental to, and the limitations imposed by this Ordinance shall not affect the powers conferred by any other law. The Additional Mortgage Loan may be made to finance the Additional Project Costs for the Owner and Mortgagor, and the Series 1985 Bonds may be issued under or pursuant to this Ordinance for the purpose of funding such Additional Mortgage Loan, notwithstanding that any other law may provide for the acquisition, purchase, construction, reconstruction, improvement, equipping, betterment and extension of, or making of loans to finance, like projects, or the issuance of bonds for like purposes, and without regard to the requirements, restrictions, limitations or other provisions contained in any other law.

SECTION 17. This ordinance shall become effective immediately upon its adoption and approval.

[First Supplemental Trust Indenture, Third Amendment to Financing Agreement,
Allonge to Junior Purchase Money Note, First Amendment to Junior
Purchase Money Mortgage, Bond Purchase Agreement, and
Preliminary Official Statement are omitted for
printing purposes but on file and available
for public inspection in the office
of the City Clerk.]

AUTHORIZATION GRANTED TO CORPORATION COUNSEL TO
EXECUTE SETTLEMENT AGREEMENTS OR ENTER INTO
CONSENT ORDERS IN SPECIFIED MATTERS.

The Committee on Finance submitted a report recommending that the City Council pass three proposed orders transmitted therewith, authorizing the Corporation Counsel to execute settlement agreements or enter into consent orders in specified matters.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

Nays -- None.

The following are said orders as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement or enter into a consent order in the matter entitled *Carlin Smith Kilther, Administratrix of the Estate of Arluster Walker v. City of Chicago, Fred Rice, Allen Michaels and David Sepulveda*, 84 C 1649 in the amount of \$135,000.

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement or enter into a consent order in the matter entitled *First National Bank of Evergreen Park, Executor of the Estate of Anthony Tobascio v. City of Chicago and John Plaza*, 80 C 30661 in the amount of \$400,000.

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement or enter into a consent order in the matter entitled *Keith Gengo v. Sam LaPorte, Jay Bee Cartage Co., Michael Grandberg and the City of Chicago*, 81 L 19754 consolidated in the amount of \$265,500.

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
WITH ILLINOIS CENTRAL GULF RAILROAD COMPANY
FOR IMPROVEMENT OF 23RD STREET VIADUCT.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality an Agreement between the City of Chicago and the Illinois Central Gulf Railroad Company, said Agreement to be substantially in the following form:

Agreement.

This Agreement, made and entered into this _____ day of _____, 1985, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as the City, Party of the First Part, and the Illinois Central Gulf Railroad Company, hereinafter referred to as the Railroad, Party of the Second Part.

Witnesseth:

That Whereas, in the interest of public safety and convenience, it has been determined that the 23rd Street Viaduct over the tracks and property of the Railroad shall be rehabilitated from Twenty-third Street Plaza to McCormick Place; and

Whereas, the Metropolitan Fair and Exposition Authority is presently constructing an addition to the existing McCormick Place which will be served by the 23rd Street Viaduct; and

Whereas, State of Illinois, Department of Transportation and Federal Government regulations require that the City and Railroad enter into an agreement for this project.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. It is recognized and understood that in addition to the Railroad that the following other operating entities are involved and have an interest in this project:

Chicago and North Western Transportation Company

Chicago South Shore and South Bend Railroad

Soo Line Railroad Company

National Railroad Passenger Corporation (Amtrak)

Northeast Illinois Regional Commuter Railroad Corporation

Commuter Rail Division of the Regional Transportation Authority

Chicago South Suburban Mass Transit District, and

Northern Indiana Commuter Transportation District.

Section 2. The preliminary and detailed plans, specifications and special provisions for this project shall be prepared by or for the City at its expense, and all such plans, specifications and special provisions, affecting the interest of the Railroad, shall be subject to approval by the Railroad's authorized representative.

Section 3. The plans and estimates of cost for work to be performed by the Railroad shall be prepared by the Railroad at the expense of the City; and all such plans and estimates shall be subject to approval by an authorized representative of the City.

Section 4. No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent, in writing, by the other party.

Section 5. The parties hereto shall construct, or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- I. Work by the City -- The City shall furnish, or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete:
 - (a) The rehabilitation of the 23rd Street Viaduct as shown on Contract Document No. 80.77-85-2A, incorporated herein by reference.
 - (b) Incidental work necessary to complete the item hereinabove specified.

The City's work shall be awarded to a competent and experienced contractor (or contractors) who has (have) adequate equipment, organization and finances and the Railroad shall be notified of the contractor (or contractors) receiving such award for all work affecting the Railroad's interest.

II. Work by the Railroad -- The Railroad shall furnish, or cause to be furnished, at the expense of the City, and in accordance with the stipulations set forth in the Federal-Aid Highways Program Manual, Volume 1, Chapter 4, Section 3, dated April 25, 1975, and supplements, all the labor, materials and work equipment required to perform and complete:

- (a) All necessary trackwork and adjustments of their facilities that is required to permit the City Contractor to perform the work required of him in accordance with the terms of Contract No. 80.77-85-2A and in keeping with the Railroad estimate as provided to the City.
- (b) Incidental work necessary to complete the items hereinabove specified.

The estimated cost of the Railroad's work set forth above is \$100,000.00 as shown on the detailed estimates attached hereto and made a part hereof and will be paid from Account No. 311-1620-893. In addition to the items of work set forth above, the Railroad shall provide flagmen and switchmen as required by the contractor (or contractors) for operations during the term of this project at the expense of the City.

The Railroad shall give the City's Construction Engineer 24 hours notice before starting its work.

Section 6. The Railroad hereby grants the City a right of access to the Railroad's property for the purpose of performing the work hereunder, in such manner as shall not unduly interfere with the operations of the Railroad or the Other Operating Entities.

Section 7. The City shall require its contractor (or contractors) to perform his (or their) work in accordance with the "Standard Specifications for Road and Bridge Construction" of the State of Illinois adopted October 1, 1983 and the "Supplemental Specifications" in effect on the date of invitation for bids.

Section 8. The City agrees to provide or require its contractor (or contractors) to provide insurance coverage of the following types and amounts:

(I) Comprehensive General Liability

Public Liability

Each Person	\$1,000,000.
Each Accident	\$5,000,000.

Property Damage

Each Accident	\$1,000,000.
Aggregate	\$2,000,000.

- (II) Railroad Protective Insurance - \$25,000,000. per occurrence. The Railroad Protective Insurance shall be in the form as set forth in the Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2.2 dated October 25, 1974, and supplements, as issued by the Federal Highway Administration and shall name the Railroad and the other operating entities as the insureds.

Section 9. Subsequent to the award of any contract (or contracts) and before any work is started on this Project, a conference shall be held between the representatives of the City, the Railroad and the interested contractor (or contractors), at a time and place designated by the City's representative, for the purpose of coordinating the work to be performed by the several parties and at which time a schedule of operations will be adopted.

Section 10. The City shall require its contractor (or contractors) to indemnify and save harmless the Railroad and the other operating entities, from and against any and all liability, damages, costs and expenses for loss or damage to any property whatsoever and injury to or death of any persons whomsoever, arising or growing, in whole or in part, out of or in connection with the performance of any work required herein. The foregoing provisions of this Section shall not apply when such damages, costs and expenses are caused by the sole negligence of the Railroad or the other operating entities.

Section 11. The City shall require its contractor (or contractors), before entering upon the Railroad's property for performance of any construction work, or work preparatory thereto, to secure permission from the authorized representative of the Railroad for the occupancy and use of the Railroad's property and to confer with them relative to the Railroad's requirements for clearances, operations and general safety regulations. The Railroad agrees that it will not unduly delay the City, its contractor (or contractors) or subcontractors performing said work.

Section 12. The Railroad has two suburban tracks southbound (No. 1 and No. 2) and two suburban tracks northbound (No. 3 and No. 4) and it is agreed that the Railroad must have the use of at least one suburban track northbound and one suburban track southbound at all times.

The Railroad agrees, to grant to the Contractor the use of this track and surrounding areas during this time and at the location set forth in Addendum No. 2 to the Contract No. 80.77-85-2A, incorporated herein by reference.

When working in the vicinity of any Railroad's track, the contractor (or contractors) will be required to stop work immediately upon notification from the Railroad of any emergency situation.

Section 13. The City shall require its contractor (or contractors) upon the completion of the work of such contractor (or contractors) to remove from the Railroad's property all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor (or contractors), and to leave the property upon which the said contractor (or contractors) carried on operations in a neat condition, satisfactory to the authorized representative of the Railroad.

Section 14. Railroad agrees to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and attorneys fees, and expenses incident thereto, arising out of the work to be performed hereunder by the Railroad and caused by the negligence of the Railroad, or any contractor for the Railroad, or their respective officers, agents or employees.

Section 15. The Railroad shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its accounts, in the performance of the work it herein agrees to perform.

The Railroad, for performance of its work as outlined in Section 5 hereof, may bill the City monthly (in sets of 2) for the cost and expense incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The Railroad, upon completion of its work, shall render to the City a detailed statement (in sets of 2) of the actual cost and expense as incurred by it or for its account. After the City's representatives have checked the progressive invoices and the final statement and they have agreed with the Railroad's representatives that the costs are reasonable and proper, the City shall reimburse the Railroad for the full amount as agreed upon.

Section 16. Audit and Inspection of Records - The Railroad shall permit the authorized representatives of the City, the U. S. and the State of Illinois Departments of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Railroad relating to work done under this Agreement.

The railroad shall make these records available at reasonable times during the Agreement period and for at least three (3) years from the date of final payment of federal and state funds to the City.

Section 17. It is understood that the project contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approval pertaining to all agreements, plans, estimates, specifications, awards of contracts, acceptances of work and procedures in general.

Section 18. It is agreed that no commercial or advertising signs of any type shall be placed upon this structure by any of the parties hereto.

Section 19. Equal Employment Opportunity - In connection with the execution of this contract, the parties shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The railroad shall take affirmative actions to ensure that applicants are employed and that employees are treated during employment, without regard to race, religion, color, sex or national origin. Such actions 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.

Section 20. Interest of Public Officials - No member, officer or employee of the City of Chicago or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Section 21. Interest of Members of Congress - No members of or delegates to the Congress of the United States or to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefits arising therefrom.

Section 22. Minority Business Enterprise - In connection with performance of this contract, the public body will provide for the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for contract and subcontract work under this contract.

Section 23. Illinois Human Rights Act - the Illinois Human Rights Act shall be binding upon the parties hereto.

Section 24. The completion date of this project shall be December 31, 1988.

Section 25. This Agreement shall become effective only after its approval by the Illinois Department of Transportation.

Section 26. In the event that delays or difficulties arise in securing Federal or State approval, or from any other cause which in the opinion of the City renders it impracticable to proceed with the construction of this project then at any time before a construction contract is executed or actual construction is started, the City may serve formal notice of cancellation upon the railroad and this Agreement shall thereupon become null and void excepting, prior to the termination of this Agreement, the railroad shall present a bill to the City for the actual expense it has previously incurred in connection with this Project, and after the City has reviewed the bill a settlement between the parties shall be promptly concluded.

Section 27. This Agreement shall be binding upon the parties hereto, their successors or assigns.

In Witness Whereof, The parties have caused this Agreement to be executed in six (6) counterparts, each of which shall be considered as an original, by their duly authorized officials as of the date first above written.

[Signature forms omitted for printing purposes.]

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

SECTION 3. 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 Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS
AT SUNDRY LOCATIONS.

The Committee on Finance submitted eleven proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at sundry locations.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in first alley West of Princeton Avenue between West 108th Street and West 108th Place; 330 feet of 8-inch ductile iron water main; at the total estimated cost of \$33,417.02 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00128.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in second alley West of South Wentworth Avenue between West 107th Street and West 107th Place; 331 feet of 8-inch ductile iron water main; at the total estimated cost of \$34,085.06 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00133.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East Eberhart Avenue between East 91st Place and East 92nd Street; 331 feet of 8-inch

ductile iron water main; at the total estimated cost of \$35,452.54 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00125.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 66th Street between South Ashland Avenue and South Damen Avenue; 2614 feet of 8-inch ductile iron water main; at the total estimated cost of \$245,930.79 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00123.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 77th Street between South Wallace Street and South Halsted Street and the installation of two 6-inch valves in West 78th Street - one at first alley West of South Lowe Avenue and one at 1st alley West of South Union Avenue; 1120 feet of 8-inch ductile iron water main; at the total estimated cost of \$135,054.68 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00120.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in first alley West of South Princeton Avenue between West 109th Place and West 109th Street and between West 109th Place and 110th Street; 331 feet and 332 feet of 8-inch ductile iron water main; at the total estimated cost of \$68,006.98 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00131.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Prairie Avenue between East 37th Street and East 35th Street; 1285 feet of 8-inch ductile iron water main; at the total estimated cost of \$152,227.17 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00126.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 56th Street between South Western Avenue and South Maplewood; 885 feet of 8-inch

ductile iron water main; at the total estimated cost of \$82,977.30 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00118.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 132nd Street between South Buffalo Avenue and South Mackinaw Avenue; 316 feet of 12-inch ductile iron water main; at the total estimated cost of \$40,959.87 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00108.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Cullom Avenue between North Keeler Avenue and North Pulaski Road; 1320 feet of 8-inch ductile iron water main; at the total estimated cost of \$138,457.08 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00157.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Campbell Avenue between West Huron Street and West Chicago Avenue; 607 feet of 8-inch ductile iron water main; at the total estimated cost of \$60,645.81 chargeable to the 1985 Appropriation Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00132.

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 24, 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
Catholic Charities 719 North LaSalle Street	A1-502437 (Elev.)	\$90.00
Chicago Child Care Society 5467 South University Avenue	A1-503748 (Elev.)	60.00
Japanese American Service Committee/ JASC, 4427 North Clark Street	A1-504194 (Elev.)	30.00
Jewish Federation of Metropolitan Chicago, 1 South Franklin Street	A1-502539 (Elev.)	90.00
Little Sisters of the Poor 2325 North Lakewood Avenue	A1-504694 (Elev.)	120.00
Misericordia Home 2916 West 47th Street	A1-504121 (Elev.)	90.00
	R1-516502 (Driveway)	25.00
Northwestern Memorial Hospital various locations	B1-511103 B1-511281 (Bldg.)	23.00 23.00
	B4-500479 (Inst.)	207.00
	F4-513998 (Mech. Vent.)	122.50
Polish American Congress Mutual Aid Association 5844 North Milwaukee Avenue.	B1-515930 (Bldg.)	23.00

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 44.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY
LIGHTS AT SPECIFIED LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 11038-11048 South Michigan Avenue.

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 12649 South Yale Avenue.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 44.

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with 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 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 20376 thru 20380 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 20381 of this Journal.]

Action Deferred -- EXECUTION OF REDEVELOPMENT
AGREEMENT WITH FABER BROTHERS,
INCORPORATED.

The Committee on Finance submitted the following report, which was, on motion of Alderman Majerczyk and Alderman Brady, Deferred and ordered published:

(Continued on page 20382)

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TERMINAL--W1
OPERATOR--SLC

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/9/85

REGULAR JOUERS

REPORT DATE 10/30/85
PROGRAM--PROG

EMPLOYEE NAME	RATE	DATE INJURED	VOUCHER TOTAL
ABREY MICHAEL J	POLICE OFFICER	5/75/85	8692.07
ALANIZ ALANIZ	POLICE OFFICER	5/16/85	113.00
BALES KENNETH	POLICE OFFICER	5/15/85	150.00
BARHAM ERIC	POLICE OFFICER	5/17/85	53.50
BARRY DONALD	POLICE OFFICER	5/27/85	35.75
BARRY-FINCH MARISSA F	POLICE OFFICER	5/26/85	103.00
BAPTISTE ALANUS	POLICE OFFICER	5/13/85	215.35
BEPIA JAMES	POLICE OFFICER	5/27/85	600.00
BERNADZIMOWSKI JAMES	POLICE OFFICER	5/02/85	79.00
BERRY JOHN E	POLICE OFFICER	5/07/85	124.00
BETTS REGINALD J	POLICE OFFICER	5/14/85	150.00
BORDERS EVERETT C	POLICE OFFICER	5/15/85	223.00
ROTHWICK ANDREW	POLICE OFFICER	11/05/84	85.00
ROTHWICK WALTER J	POLICE OFFICER	5/29/85	309.50
ROYCE DAVID J	POLICE OFFICER	5/25/85	449.50
BRADY JAMES M	POLICE OFFICER	5/07/85	605.25
BRENNAN DEBRA	POLICE OFFICER	5/09/85	100.50
BROGAN MICHAEL	POLICE OFFICER	5/11/85	30.00
BROWN SCOTT	POLICE OFFICER	5/18/85	488.00
BROWNSTEIN STEVEN	POLICE OFFICER	5/26/85	209.00
RUZYN JAMES J	POLICE OFFICER	5/23/85	73.00
CACIOPPO LUDWIG P	POLICE OFFICER	5/21/85	289.00
CALLAHAN MICHAEL	POLICE OFFICER	5/24/85	175.00
CAMPBELL JOHN J	POLICE OFFICER	5/12/85	83.25
CAPPITELLI PHILIP L	POLICE OFFICER	5/18/85	431.50
CARROLL MARY J	POLICE OFFICER	5/21/85	95.00
CATALANO DAVID	POLICE OFFICER	5/22/85	160.00
CHIGAROS GARY M	POLICE OFFICER	5/22/85	79.25
COLDEBELLA RAYMOND	POLICE OFFICER	7/14/84	629.00
COX MICHAEL	POLICE OFFICER	10/02/84	202.00
CREEDON JOHN P	POLICE OFFICER	5/08/85	76.00
CUNO SAM	POLICE OFFICER	3/23/85	12099.65
CYREK EUGENE F	POLICE OFFICER	5/22/85	143.00
DEHEER JOHN R	POLICE OFFICER	6/21/85	106.00
DELATORRE MARJUL	POLICE OFFICER	6/30/85	462.50
DEPILLARS LILLIAN I	POLICE OFFICER	6/27/85	72.50
DEVINE JAMES M	POLICE OFFICER	6/28/85	435.00
DEVOGELAR DAVID	POLICE OFFICER	6/13/85	415.00
DIAMARIA FRANK J	POLICE OFFICER	5/28/85	420.00
DIORIO MICHAEL J	POLICE OFFICER	5/27/85	186.00
DOHERTY JOHN R	POLICE OFFICER	5/12/85	161.00
DORRANCE DAVID	POLICE OFFICER	1/15/85	201.00
DOYLE ANTHONY J	POLICE OFFICER	5/17/85	1936.00
DUBIN GARRETT L	POLICE OFFICER	6/26/85	89.60
DUFFIN KEVIN	POLICE OFFICER	6/25/85	323.00
DURKIN MICHAEL J	POLICE OFFICER	5/15/85	166.00
EFANTIS JOHN J	POLICE OFFICER	5/06/85	331.50
EGAN MICHAEL P	POLICE OFFICER	3/06/85	34.00
ELAN MICHAEL	POLICE OFFICER	11/02/83	35.00

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• *Journal of the American Medical Association*

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10/9/85

REPORTS OF COMMITTEES

20379

PROGRAM--PERM

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/27/85

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
PARROW	POLICE OFFICER	THIRTY-FIFTH DISTRICT	4/21/85	27.00
PARRA	POLICE OFFICER	TENTH DISTRICT	3/25/85	90.50
PETERS	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/10/85	95.00
PRITLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/18/85	109.75
QUINN	POLICE OFFICER	THIRTY-NINTH DISTRICT	3/26/81	175.00
RESCHE	POLICE OFFICER	THIRTY-FIFTH DISTRICT	2/15/85	382.00
RIGGS	POLICE OFFICER	THIRTY-NINTH DISTRICT	3/15/85	152.00
RIGGS	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/25/85	281.70
RINKENBROOK	POLICE OFFICER	TENTH DISTRICT	4/25/85	251.70
ROACH	POLICE OFFICER	FOURTH DISTRICT	4/22/85	273.00
ROTH	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/22/85	241.90
ROTHENBLOD	POLICE OFFICER	SALE, TRAFFIC, ENFORCEMENT DIVISION	4/22/85	45.00
RYNN	POLICE OFFICER	SEVENTH DISTRICT	2/22/85	25.00
SAFFOLD	POLICE OFFICER	THIRTY-FIFTH DISTRICT	4/12/85	439.05
SALAT	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/26/85	172.00
SANCHEZ	POLICE OFFICER	FOURTH DISTRICT	11/15/84	14.00
SANDERS	POLICE OFFICER	CADRE UNIT	4/18/85	211.00
SANTORO	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/22/85	74.00
SCHAEFER	POLICE OFFICER	SALE, TRAFFIC, ENFORCEMENT DIVISION	4/25/85	127.00
SCHROCK	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/22/85	85.75
SCHEWINSKI	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/28/85	41.00
SEPOLVEDA	POLICE OFFICER	SEVENTH DISTRICT	4/28/85	150.00
SEPPS	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/22/85	87.00
SHUEY	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/26/85	156.00
SIMK	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/13/85	105.00
SKIBA	POLICE OFFICER	OFFENSIVE DIV. AREA PROPERTY	4/21/85	110.00
SLOWINSKI	POLICE OFFICER	THIRTY-FIFTH DISTRICT	1/27/85	35.00
SMITH	POLICE OFFICER	SIXTH DISTRICT	3/18/85	70.00
SPEIDEN	POLICE OFFICER	FOURTH DISTRICT	4/10/85	249.75
SPENCER	POLICE OFFICER	SEVENTH DISTRICT	1/19/85	90.00
STASCH	POLICE OFFICER	SEVENTEENTH DISTRICT	4/15/85	133.50
STEPHANS	POLICE OFFICER	THIRTY-NINTH DISTRICT	4/27/85	341.00
STEWART	POLICE OFFICER	FIFTEENTH DISTRICT	4/20/84	65.00
STEWART	POLICE OFFICER	SEVENTH DISTRICT	5/21/84	1130.00
STONER	POLICE OFFICER	THIRTY-FIFTH DISTRICT	3/21/85	1391.25
STRAZA	POLICE OFFICER	RESEARCH AND DEVELOPMENT DIVISION	5/26/85	557.00
SWEENEY	POLICE OFFICER	NINTH DISTRICT	2/24/85	633.00
SWEENEY	POLICE OFFICER	FOURTH DISTRICT	5/24/85	92.00
SWEENEY	POLICE OFFICER	FOURTH DISTRICT	6/15/85	75.00
SWIDERSKI	POLICE OFFICER	THIRTY-FIFTH DISTRICT	4/25/85	61.00
TAYLOR	POLICE OFFICER	SIXTH DISTRICT	11/23/84	75.00
TERMINI	POLICE OFFICER	SEVENTEENTH DISTRICT	6/24/81	534.00
TOUHY	POLICE OFFICER	SIXTEENTH DISTRICT	5/17/85	305.50
TRAPP	POLICE OFFICER	SEVENTEENTH DISTRICT	6/18/85	25.00
TRAUB	POLICE OFFICER	THIRTY-FIFTH DISTRICT	6/17/85	58.50
TREMBLE	POLICE OFFICER	EIGHTH DISTRICT	4/26/85	64.00
TUFANO	POLICE OFFICER	THIRTY-FIFTH DISTRICT	2/16/84	520.00
VANDENBUSSCHE	POLICE OFFICER	THIRTY-FIFTH DISTRICT	2/15/85	494.00
VERCUPYSE	POLICE OFFICER	SEVENTH DISTRICT	4/23/85	219.50

10/9/85

REPORTS OF COMMITTEES

20381

REPORT DATE 10/09/85
PROGRAM--PERMITS

CITY OF CHICAGO

CITY COUNCIL MEETINGS

COUNCIL MEETING OF 10/07/85

THIRD PARTY ISSUES

REPORTING OFFICIAL	NAME	ADDRESS	DATE	VOUCHER TOTAL
APRANT	DAVIDSON	POLICE DISTRICT	12/24/85	67.00
BURMAN	CHAMBERS	POLICE DISTRICT	12/22/84	135.00
BURMAN	CHAMBERS	POLICE DISTRICT	12/21/84	147.77
BURMAN	CHAMBERS	POLICE DISTRICT	5/14/85	1157.50
BURMAN	CHAMBERS	POLICE DISTRICT	5/14/85	519.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/14/85	243.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/14/85	370.00
BURMAN	CHAMBERS	POLICE DISTRICT	11/25/84	225.00
BURMAN	CHAMBERS	POLICE DISTRICT	7/25/85	365.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/11/85	1910.25
BURMAN	CHAMBERS	POLICE DISTRICT	5/14/85	781.75
BURMAN	CHAMBERS	POLICE DISTRICT	5/14/85	104.50
BURMAN	CHAMBERS	POLICE DISTRICT	7/25/82	1667.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/13/85	215.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/13/85	443.45
BURMAN	CHAMBERS	POLICE DISTRICT	5/27/85	102.00
BURMAN	CHAMBERS	POLICE DISTRICT	7/13/85	330.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/27/85	157.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/13/85	220.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/27/85	342.10
BURMAN	CHAMBERS	POLICE DISTRICT	7/13/85	19.00
BURMAN	CHAMBERS	POLICE DISTRICT	11/22/84	175.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/12/85	139.00
BURMAN	CHAMBERS	POLICE DISTRICT	11/22/84	14.00
BURMAN	CHAMBERS	POLICE DISTRICT	1/26/85	16.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/16/85	62.00
BURMAN	CHAMBERS	POLICE DISTRICT	7/13/85	50.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/14/85	1925.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/14/85	40.00
BURMAN	CHAMBERS	POLICE DISTRICT	7/27/84	25.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/12/85	55.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/22/85	1139.00
BURMAN	CHAMBERS	POLICE DISTRICT	11/13/81	35.00
BURMAN	CHAMBERS	POLICE DISTRICT	12/16/83	157.00
BURMAN	CHAMBERS	POLICE DISTRICT	11/25/84	255.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/22/85	1253.75
BURMAN	CHAMBERS	POLICE DISTRICT	12/17/84	128.00
BURMAN	CHAMBERS	POLICE DISTRICT	1/21/85	1333.00
BURMAN	CHAMBERS	POLICE DISTRICT	12/25/82	115.00
BURMAN	CHAMBERS	POLICE DISTRICT	1/29/85	522.00
BURMAN	CHAMBERS	POLICE DISTRICT	7/13/84	60.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/11/83	102.00
BURMAN	CHAMBERS	POLICE DISTRICT	11/19/83	685.51
BURMAN	CHAMBERS	POLICE DISTRICT	1/23/83	787.00
BURMAN	CHAMBERS	POLICE DISTRICT	6/17/85	78.00
BURMAN	CHAMBERS	POLICE DISTRICT	5/19/85	754.40
BURMAN	CHAMBERS	POLICE DISTRICT	5/21/85	774.50
BURMAN	CHAMBERS	POLICE DISTRICT	7/27/84	497.00

(Continued from page 20375)

CHICAGO, October 9, 1985.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the execution of a Redevelopment Agreement with Faber Brothers, Inc. for land write-down assistance in the purchase of property located at 4139-4159 South Pulaski Road, in the amount of \$124,250, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

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

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

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 the resolution dated August 13, 1985, has approved a redevelopment project which obligates the City of Chicago to assist La Salle National Bank, not personally but solely as Trustee under Trust Agreement dated June 5, 1985 and known as Trust No. 109909, in the acquisition of certain real estate; and

WHEREAS, Faber Brothers, Inc. will lease said real estate from Trustee and intends to adapt the property for use as a sporting goods warehousing, distribution and office facility; and

WHEREAS, The proposed project is expected to result in the addition of fifteen (15) new 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 La Salle National Bank/Faber Brothers in the

acquisition of approximately 248,122 square feet of property located at 4139-4159 South Pulaski Road in the City of Chicago.

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

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

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

Exhibit "A"

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 1985, 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."), LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated June 5, 1985 and known as Trust No. 109909, with offices presently at 135 South LaSalle Street, Room 311, Chicago, Illinois 60690 ("Purchaser"), Faber Brothers, Inc., an Illinois corporation, with offices presently at 350 West Ontario Street, Chicago, Illinois 60611, Attn: Arthur Shapiro, President ("Faber"), and the Prudential Insurance Company of America, a New Jersey corporation, with offices presently at Prudential Plaza, Suite 3800, Chicago, Illinois 60601, Attn: Vice President, Acquisitions and Sales ("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 July 19, 1985 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 4139-59 South Pulaski Road, Chicago, Illinois ("Property") for the total amount of \$1,600,000, which Purchaser will rehabilitate and lease to Faber under a long term triple net lease to use for Faber's wholesale distribution of sporting goods business ("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 \$0.50 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 101 permanent jobs, and create an estimated 15 new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

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

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, and Faber making certain other agreements hereunder, 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 the Property by making repairs and improvements to the existing building, including, roofing work; construction of new offices, rest rooms and lunch room; painting; window repairs; and installation of additional lighting fixtures and security system; all as more fully described in Exhibit A attached hereto and made a part hereof. All plans and specifications for the renovation 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.

Faber shall use its best efforts to increase its total employment to approximately 15 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 December 31, 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 has previously submitted to D.E.D. in connection with Purchaser's application for an industrial reserve bond evidence of a Commitment for financing in an amount sufficient to accomplish the purchase and Redevelopment Plan.

Section VII. Completion of Improvements.

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

Section VIII. Time is of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser's obligation to construct the improvements described herein 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 rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default hereunder, 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 or otherwise encumber the Property pursuant to Section XI herein and Purchaser may sell or remove obsolete or worn out machinery, equipment or personal property:

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

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except (a) for the purposes 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 and (b) for obtaining funds in connection with chattel financing and chattel leases made in the ordinary course of business.

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 at reasonable times.

(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 date which is the fifth anniversary of the date hereof.

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, provided, that if Purchaser and Faber shall perform in accordance herewith, this Agreement shall terminate on the fifth anniversary of the date hereof and if Purchaser or Faber shall request, City will promptly furnish Purchaser and Faber with an appropriate instrument so certifying such performance and termination.

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 under 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, provided, however, said 60 day period shall be extended so long as such default is insusceptible of cure within said 60 day period and the defaulting party has commenced such cure within said 60 days and is diligently pursuing the cure thereafter.

(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 and as its sole remedy either 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 and as its sole remedy 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 and Faber agree that, while they shall have any interest in the Property, they 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 and Faber for themselves and for their respective successors and assigns agree that, during the construction of the improvements provided in Section III of this Agreement:

(a) Purchaser and Faber will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Faber 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. Faber agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

(c) Purchaser and Faber 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 and Faber.

(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
and Faber:

LaSalle National Bank
135 South LaSalle Street
Room 311
Chicago, Illinois 60690
Attention: Land Trusts,
Trust No. 109909

and

Faber Brothers, Inc.
350 West Ontario Street
Chicago, Illinois 60611
Attention: Arthur Shapiro, President

and

Rudnick & Wolfe
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Howard E. Kane, Esq. and
Thomas H. Fraerman, Esq.

If to Seller:

The Prudential Insurance Company
of America
Prudential Plaza, Suite 3800
Chicago, Illinois 60601
Attention: Vice President, Acquisitions
and Sales

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

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

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

[Signature forms omitted for printing purposes.]

Placed on File -- RESOLUTION CONCERNING 1986 TAX LEVY
FOR MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT
FUND OF CHICAGO.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a resolution concerning the 1986 tax levy for the Municipal Employee's Annuity and Benefit Fund of Chicago in the amount of \$81,059,000.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said resolution and report were *Placed on File*.

Placed on File -- REPORT OF SETTLEMENT OF SUITS
AGAINST THE CITY DURING MONTH
OF JULY, 1985.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of July, 1985.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

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 organizations:

The Salvation Army, November 29, 1985 through December 24, 1985 (City Wide);

Cordi-Marian Settlement (Cordi-Marian-Mexico Relief Fund) October 25, 1985 (Loop Corners).

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

COMMITTEE ON BUILDINGS.

APPROVAL GIVEN TO MAYOR'S APPOINTMENT OF MR. RALEIGH MATHIS AS COMMISSIONER OF DEPARTMENT OF INSPECTIONAL SERVICES.

The Committee on Buildings submitted the following report:

CHICAGO, October 9, 1985.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a written communication from the Honorable Mayor Harold Washington (which was referred on Aug. 7, 1985) appointing Mr. Raleigh Mathis as Commissioner of the Department of Inspectional Services, begs leave to recommend that your Honorable Body *Approve* said proposed communication transmitted herewith.

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

Respectfully submitted,
(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Banks, the said proposed appointment of Mr. Raleigh Mathis as the Commissioner of the Department of Inspectional Services was *Approved* by a viva voce vote.

At this point in the proceedings, Mayor Washington thanked the City Council on behalf of Commissioner Mathis who was unable to attend the meeting as a consequence of other City related commitments.

COMMITTEE ON ECONOMIC DEVELOPMENT.

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

The Committee on Economic Development submitted the following report:

CHICAGO, October 9, 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 24, 1985) providing for the conditional approval of an industrial revenue bond in the amount of \$3,000,000 for the financing of a project in the City by Elgin-Honey Hill Corporation, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting vote.

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

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of 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 Memorandum of Agreement relating to the issuance of not to exceed \$3,000,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Elgin-Honey Hill Corporation, an Illinois corporation (the "Company"), to be used by the Company as a manufacturing facility for the processing and distribution of dairy products 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 Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not to exceed \$3,000,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the 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. This ordinance shall be in full force and effect from and after its passage.

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Elgin-Honey Hill Corporation, an Illinois corporation (the "Company").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a municipality and 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 "Enabling Ordinance"), authorizing and empowering the City to issue its revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Enabling Ordinance) in

order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to construct improvements to an existing building, acquire land, construct a building addition and acquire machinery, equipment and related property to be installed therein, to be owned and used by the Company as a manufacturing facility for the processing and distribution of dairy products (the "Project") and to be located in the City of Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

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

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Enabling Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$3,000,000 (the "Bonds") to pay a portion of the costs of the Project and costs incidental to the issuance of the Bonds.

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

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

(g) The Department and the City reserve the right to give priority to the issuance of industrial development bonds and certain other "private activity bonds" of the City, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine, with the result that the City may not issue the Bonds in calendar year 1985.

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

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

(b) That it will cooperate with the Company in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will

recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Company.

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

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

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

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

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

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three (3) years after the date of completion of the acquisition, construction and installation of the Project or after payment of all costs of the acquisition, construction and installation of the Project, whichever is later, the Company (1) will furnish upon the request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including, but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, construction and installation of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

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

4. General Provisions.

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

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

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 20th day of September, 1985.

[Signature forms omitted for printing purposes.]

Exhibit A.

Notice of Public Hearing.

Notice is hereby given that on _____, 198____, 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 to exceed \$3,000,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to Elgin-Honey Hill Corporation, an Illinois corporation (the "Company"), to finance the construction of improvements to an existing, approximately 19,000 square-foot building, the acquisition of certain parcels of real estate aggregating approximately 21,350 square feet, the construction of an approximately 6,700 square-foot, one-story building addition and the acquisition of machinery, equipment and related property to be installed therein, said facilities to be initially owned by the Company and initially used by the Company as a manufacturing facility for the processing and distribution of dairy products. Said existing building is located at 3659 West Harrison Street, Chicago, Illinois, and said parcels of real estate are located at 3644 West Flournoy, 3646 West Flournoy, 3650 West Flournoy and 3658 West Flournoy, Chicago, Illinois.

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 Company (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 of 1954, as amended. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Chicago, Illinois 60602, until _____, 198____. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 198____.

/s/ Robert Mier
Commissioner of Economic Development,
Department of Economic Development of the
City of Chicago.

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

The Committee on Economic Development submitted the following report:

CHICAGO, October 9, 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 24, 1985) providing for the conditional approval of an industrial revenue bond in the amount of \$880,000 for the financing of a project in the City by Norman Glassberg, begs leave to recommend that Your Honorable Body Pass said ordinance which is transmitted within.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

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

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of 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 Memorandum of Agreement relating to the issuance of not to exceed \$880,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Norman Glassberg (the "Borrower"), to be leased to Trade Associates Group, Ltd., an Illinois corporation, to be used in the warehousing, distribution and sales of housewares, gifts and accessories 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 Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not to exceed \$880,000 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. This ordinance shall be in full force and effect from and after its passage.

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and among the Department of Economic Development of the City of Chicago (the "Department"), Norman Glassberg (the "Borrower") and Trade Associates Group, Ltd., an Illinois corporation (the "Company").

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

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

(b) The Borrower proposes to acquire, construct, renovate and equip a building located in the City of Chicago, to be leased to the Company to be used in the warehousing, distribution and sales of housewares, gifts and accessories and activities related thereto (the "Project"). The Borrower wishes to obtain satisfactory assurance from the City that

the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

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

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$880,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

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

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the 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 agrees as follows:

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

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

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

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

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

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

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

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

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

4. General Provisions.

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

(b) All costs and expenses in connection with the financing and acquisition, construction, renovation and equipping of the Project, including the fees and expenses of counsel to the City and the Department, Friedman & Koven, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower. If the events set forth in (a) of this paragraph do not take place within

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

(c) The Department and the City reserve the right to give priority to the issuance of industrial development bonds and certain other "private activity bonds" of the City as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in sole discretion, may determine, with the result that the City may not issue the Bonds in calendar year 1985.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 20th day of September, 1985.

[Signature forms omitted for printing purposes.]

Exhibit A.

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 to exceed \$880,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be loaned to Norman Glassberg (the "Borrower"), to be used by the Borrower to acquire, construct, renovate and equip certain facilities located in the City of Chicago, to be leased to Trade Associates Group, Ltd., an Illinois corporation, to be used in the warehousing, distribution and sales of housewares, gifts and accessories and to be located at 1030 W. North Avenue, Chicago, Illinois.

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 and interest on the Bonds will be payable solely from revenues and receipts derived by the City from the repayment of a loan of the proceeds of the Bonds by the City to the Borrower (except to the extent payable from Bond proceeds or the income from the temporary investment thereof). 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 Bonds, the interest or premium, if any, thereon.

The above noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Room 2800, Chicago, Illinois 60602, until _____, 1985.

Notice dated _____, 1985.

/s/ _____
Commissioner of Economic Development,
Department of Economic Development of
the City of Chicago

COMMITTEE ON LEASES.

DEPARTMENT OF PUBLIC WORKS AND CITY COMPTROLLER
AUTHORIZED TO EXECUTE NEW LEASE AGREEMENT
BETWEEN CITY AND LAKESIDE GROUP -
1985 (2) FOR USE OF NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the Department of Public Works and the City Comptroller to execute a new lease agreement between the City of Chicago and Lakeside Group - 1985 (2) for the use of Navy Pier for an Antique Show.

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

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

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 Lakeside Group - 1985 (2) for use of the Navy Pier for an Antique Show as outlined in said lease, 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 Lakeside Group-1985 (2) 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 1 - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any or the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several 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 venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, 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 good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, 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, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its 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, Worker's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto shall name the City of Chicago as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

Article XI.

If tenant shall vacate or abandon the premises, or any part hereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid,

together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant shall observe and comply with all laws, 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 agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attached thereto.

Article XVI.

Tenant in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et sub.*, to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975 Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48 Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881-887; 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 first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

Part II - Special Conditions.

1. Premises.

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that are immediately adjacent and adjoining the leasing area.

Auditorium Building at East End of Navy Pier, Recreation, Shelter and Terminal Buildings.

_____ 6,000 _____	sq. ft. North Hall
_____ 6,000 _____	sq. ft. South Hall
_____ _____	sq. ft. West Hall
_____ 12,000 _____	sq. ft. Total

2. Purposes.

Tenant shall use the demised premises for the purpose of:

Staging a Chicago International Antique Show and for no other purpose whatsoever.

3. Term.

The terms of this Agreement shall begin on the 16th day of October, 1985, at 12:00 A.M. and shall terminate on the 21st day of October, 1985 at 12:00 midnight.

4. Rental and Estimated Operating Costs.

Tenant shall pay Landlord as rent for the Auditorium, Recreation, Shelter and Terminal buildings, as well as deposits based on estimated operation costs as follows:

I. Base Rent - 6 day period (October 16 - 21)

A. Exhibition Areas.

1.	Auditorium	\$2,000	per day	
2.	Recreation Building	1,200	per day	
3.	Shelter Building	1,500	per day	
4.	Terminal Building	1,200	per day	
5.	North and South Halls			
	@\$0.02 per sq. ft.	<u>240</u>		
		\$6,140	per day x 6 =	\$36,840

B. Parking.

1. If Parking areas are to be used, the rate will be \$2.00 per car per day.

Estimated Operating Costs:

II. Utilities Expenses.

- A. Electric (September 14 - 23) 10 days
Average KWH per day = 12,266
Electric cost = \$7,360.00
 $12,266 \times 10 \text{ days} \times .06 \text{ per KWH} = \$7,359.60$
- B. Gas (September 14 - 23) 10 days
Average therms per day = 950 days
Gas Cost = \$4,100
 $950 \times 10 \text{ days} \times .43 \text{ therm} = \$4,085.00$

C. Utility Expense Deposit = \$11,440.00

III. Support Personnel.

A. Operating Engineer, Group A
(Permanently assigned to Navy Pier)

Time and half overtime cost only = \$24.39 hr.
(Regular rate = \$16.26 hr.)

6 show days x 5 hrs. per day x 24.39 hr. = \$731.70

Engineer deposit = \$750.00

B. Two Electrical Mechanics
(Not assigned to Navy Pier)

Regular rate = \$17.55 hr.
Time and half overtime rate = \$26.325 hr.
Double time overtime rate = \$35.10 hr.

1. Before show begins
2 days x 17.55 x 8 hrs. per day x 2 electrical mechanics = \$561.60

2. After show ends
2 days x 17.55 x 8 hrs. per day x 2 electrical mechanics = \$561.60

3. During show (Noon - 4:00 P.M.)
4 days x 17.55 x 4 hrs. per day x 2 electrical
mechanics = \$561.60

Wednesday, Thursday, Friday, Monday (4:00 -- 8:00
P.M.) 4 days x 26.325 x 4 hrs. per day x 2
electrical mechanics = 842.00

Saturday and Sunday
2 days x 35.10 x 8 hrs. per day x 2
electrical mechanics = \$1,123.00
\$3,650.00

4. Electrical Mechanic Deposit = \$3,750.00

IV. Administration Management Fee.

A. \$200 per day x 10 days = \$2,000

V. Summary.

A. Rental Cost

Exhibition Areas	\$36,840.00
Total	\$36,840.00

B. Estimated Operating Costs

Utility Cost	\$11,440.00
Support Personnel	4,500.00
Manangement Fee	2,000.00
Total Estimated Operating Costs	<u>\$17,940.00</u>

Rent and Deposits shall be paid at time of execution of this agreement.

Said payments to be made by separate certified checks for Rent and Operations to the "City of Chicago", and mailed to Robert E. 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 \$17,940.00 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 in the demised premises.

C. Unless consent in writing from the Commissioner is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, 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 on in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner, his representatives, agents or policemen, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Commissioner.

K. 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 heat and utilities. Tenant shall pay separately for these services.

O. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and

further reserves the right to place and locate these concessionaires wherever Landlord deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Commissioner for purposes of ingress, egress and servicing and concessions.

P. Tenant shall provide its own tables, chairs, miscellaneous furniture items.

Q. Tenant shall vacate premises by midnite of October 24, 1985. Failure to do so shall result in penalty of \$6,000.00.

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 percent (12½%) 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 percent (4%) of the established base ticket-window price of admission as the Municipal Amusement Tax. Such percentage shall also apply to advance sale tickets or book or block sale of tickets either at a reduced or "marked-up" price, and shall also apply to any "package" type of ticket that may be sold or given away by Tenant or agents of Tenant, this pertaining in particular to "tie-in" sale or space to exhibitors or other persons or parties of any nature whatsoever, either paid for or given away by Tenant or other persons.

C. All tickets of admission shall be in a form satisfactory to and shall contain only such words and figures approved by the Commissioner, and shall contain only such words and figures approved by the following statement: "The City of Chicago, as Landlord, does not assume responsibility for the performance for which this ticket is issued." Tickets shall be prepared by a responsible printer, at the sole expense of Tenant, who shall furnish to the Commissioner, no later than five (5) days prior to the event, a verified statement of the number of tickets, including complimentary tickets, printed and delivered to Tenant for use at the event and of the price to be charged for each ticket. If, and as soon as, any other tickets are printed or used, Tenant shall furnish a similar verified statement with respect thereto. A facsimile of each type and kind of ticket to be issued by Tenant shall be submitted to the Commissioner for his approval no later than 30 days prior to the time any ticket is offered for sale or distribution by Tenant.

D. At the close of each day's performance or show, or at the end of each day, the Commissioner or his representative shall be present to certify the official box-office or ticket treasurer's daily report and shall be furnished at least three (3) copies of the box-office ticket report form duly certified by an accredited representative of Tenant and the box-office treasurer. On this form, or on an attached form, shall be shown the number of

other persons entering the premises on either complimentary, executive, staff, employee, service, performer or exhibitor type admissions; however, reasonable allowance shall be made for visiting dignitaries or special admissions such as messengers, guards, etc., or musical or parade organizations, or members of the Armed Forces of the United States and other countries.

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE AGREEMENT
BETWEEN CITY AND SPIEGEL, INCORPORATED FOR VACANT
PROPERTY AT 3340 SOUTH RACINE AVENUE.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the City Comptroller to execute a lease agreement between the City of Chicago and Spiegel, Incorporated for the use of vacant property for parking purposes.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, as lessor, a lease to Spiegel, Incorporated, as lessee, for approximately 70,480 square feet of vacant property located at 3340 South Racine Avenue, to be used for parking purposes; to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 20418 of this Journal.]

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

Rider attached to this ordinance reads as follows:

(Continued on page 20419)

LEASE #20044(ILLINOIS)

This Indenture, Made this _____ day of _____

A. D. 19 _____ Between City of Chicago, A Municipal Corporation, as Lessor,_____ party of the first part and Spiegel, Inc., as Lessee,

_____ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the

premises, situated in Chicago County of Cook

and State of Illinois, known and described as follows:

Approximately 70,480 square feet of vacant property located at 3340 S. Racine Avenue to be used for parking purposes by Spiegel, Inc.For Legal Description--See Exhibit ATO HAVE AND TO HOLD the same, unto the party of the second part, from the Execution of this lease and for sixty (60) months thereafter
~~beginning on the day of _____, A. D. 19 _____, and ending on the day of _____, A. D. 19 _____~~

A. D. 19 _____. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at City Comptroller's Office, 121 N. LaSalle Street, Room 501, Chicago, Illinois 60602 as rent for said leased premises for said term the sum of Six Hundred and no/100 Dollars (\$600.00) payable in advance in equal monthly installments upon the first day of each and every month during the term hereof.

SECOND.—That he ha examined and know the condition of said premises; and ha received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at lessee's own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For additional Lessor and Lessee ResponsibilitiesSee Rider Attached Hereto and Made A Part Hereof.

The party of the second part hereby irrevocably constitutes _____ of any attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality,
except as to property description._____
Chief Assistant Corporation CounselBy: _____ (SEAL)
Spiegel, Inc.By: _____ (SEAL)
Director, _____ Real EstateBy: _____ (SEAL)
City Comptroller

(Continued from page 20417)

Rider.

Lessor and Lessee Responsibilities..

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee as follows: Spiegel, Inc., Attention Real Estate Department, Regency Towers, 1515 West 22nd Street, Oak Brook, Illinois, 60521.

Lessee shall pay any and all leasehold or use taxes on premises, if levied within deadlines established by governmental taxing bodies.

The Lessor may enter upon premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering upon premises.

Lessee shall not use said premises for any commercial profit making, fund raising or political activity.

Lessee shall comply at all times with the provisions of the Municipal Code in the use of said premises.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the Lessor 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 the Lessor 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 Lessee shall mail to the Lessor at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee shall not construct any building or structures on said premises without prior written consent from Lessor.

Lessor shall have the right to terminate this lease upon thirty (30) days prior written notice after thirty-six (36) months from execution of lease to the Lessee at the address cited herein.

Lessee shall be responsible for the payment of all permit or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.

Lessee agrees to indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property of the Lessor or injury to or death of any person, arising from Lessee's use and occupancy of and of any operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants. Lessee further agrees that the Lessor shall not be liable, and Lessee waives all claims for damage to property or injury to persons resulting from any act or omission of Lessor, its agents, employees or servants.

Lessor shall have ingress and egress privileges over leased premises after giving Lessee twenty-four (24) hours prior notice, in order to have access to remainder of Lessor's property.

Lessee shall use the demised premises solely for the private parking of motor vehicles, and other similar vehicles belonging to or used by the Lessee in operation of and incident to Lessee's business; and for private parking of motor vehicles owned by Lessee's officers, agents, servants, employees, tenants, customers or suppliers. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit.

Lessee shall not (A) assign or convey this lease or any interest under it, (B) allow and transfer hereof or any lien upon Lessee's interest by operation of law, (C) sublet the premises or any part thereof, (D) permit the use or occupancy of the premises or any part thereof by any one other than Lessee and for those purposes specified in the above paragraph, without, in each and every case obtaining the prior, written approval of the Lessor.

In the event of a breach of any of the covenants, terms and conditions contained herein by Lessee, Lessor shall have the right to immediately terminate this lease upon giving written notice by certified or registered mail, to the Lessee at the address cited herein. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this Lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

Lessee may construct a graveled parking lot on the demised premises under the following conditions:

All permits, if required, in the construction of said parking lot shall be obtained and paid for by Lessee.

All costs associated with the leveling, grading, lighting, bumper installation, and providing entry drive shall be borne by the Lessee.

All improvements made on demised premises shall be completed by July 1, 1986 and shall revert back to the Lessor at the term of this lease, without any further obligations for repairs and or restoration on the part of the Lessee.

EXHIBIT A.

(Parcel A).

That part of Lot 1 in the subdivision for the purpose of partition of Lots 31 and 32 in the Assessor's Division of part of the Northwest Quarter and the west half of the Northeast Quarter of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian more particularly described as follows:

Beginning at the point of intersection of the southwesterly line of the 30-foot right of way of the Consolidated Rail Corporation (formerly the Chicago River and Indiana Railroad), (formerly the Chicago Junction Railway), and a line 796 feet north from and parallel with the south line of Sub-Lot 4 of T. C. Hammond's Subdivision of Lot 34 in Assessor's Division as aforementioned, said point being 124.21 feet west of the west line of South Racine Avenue, (said west line of South Racine Avenue being the west line of the east 33 feet of Lots 31 and 32 in the Assessor's Division of aforesaid), as measured along the line 796 feet north from and parallel with the south line of Sub-Lot 4 as aforementioned; thence west along said parallel line a distance of 225.49 feet to the southerly line of Lot 1 as aforesaid; thence northwesterly along said southerly line of Lot 1 a distance of 56.05 feet to a line 395.22 feet west from and parallel with the west line of South Racine Avenue; thence north along said parallel line a distance of 212.20 feet to a point on the arc of a circle having a radius of 459.28 feet and convey northeasterly; thence southeasterly along said arc a distance of 245.35 feet to a point which is 196.19 feet (measured perpendicularly) west from the west line of South Racine Avenue and 385.64 feet (measured perpendicularly) south from the north line of Lot 1; thence southeasterly along a straight line a distance of 45.20 feet to a point on a curve, said point being 167.01 feet (measured perpendicularly) west from the west line of South Racine Avenue and 420.17 feet (measured perpendicularly) south from the north line of Lot 1; thence southeasterly along the arc of a circle convey northeasterly having a radius of 590.00 feet an arc distance of 84.49 feet to the point of beginning.

(Parcel B).

That part of Lot 1 in the Subdivision for the purpose of partition of Lots 31 and 32 in the Assessor's Division of part of the Northwest Quarter and the west half of the Northeast Quarter of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian more particularly described as follows:

Beginning at the intersection of the west line of South Racine Avenue, (said west line being the east 33 feet of Lots 31 and 32 in the Assessor's Division as aforesaid), and a line 796 feet north from and parallel with the south line of Sub-Lot 4 of T. C. Hammonds Subdivision of Lot 34 in the Assessor's Division as aforementioned; thence west along

said parallel line a distance of 91.58 feet to the northeasterly line of the 30-foot right of way of the Consolidated Rail Corporation (formerly the Chicago River and Indiana Railroad), (formerly the Chicago Junction Railway); thence northwesterly along said right of way line, being the arc of a circle having a radius of 620.00 feet and convex northeasterly an arc distance of 238.46 feet to its intersection with a line 300.00 feet south from and parallel with the north line of aforesaid Lot 1; thence east along said parallel line a distance of 225.06 feet to the west line of South Racine Avenue; thence south along said west line a distance of 195.27 feet to the point of beginning.

COMMITTEE ON LICENSE.

CHAPTER 147 OF MUNICIPAL CODE AMENDED BY ADDING NEW SECTION 147-6.1 CONCERNING ISSUANCE OF LIQUOR LICENSES.

The Committee on License submitted the following report:

CHICAGO, October 9, 1985.

To the President and Members of the City Council:

Your Committee on License, having under its consideration a proposed ordinance to amend Chapter 147 of the Municipal Code of Chicago by adding a new Section 147-6.1, which will require the Director of Revenue to notify an alderman of the issuance of a liquor license in his/her respective ward, begs leave that Your Honorable Body *Pass* the said proposed ordinance, as substituted, transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 147 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section in italics to be known as Section 147-6.1, and to read as follows:

147-6.1. Upon issuance of a City retailer's license for the sale of alcoholic liquor, or of a Special Liquor License, as provided by the chapter, the Director of Revenue shall notify the alderman of the ward in which the licensed premises are or are to be located. Such notification shall take place within five (5) days of issuance.

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

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys to which had been referred March 27 and August 7, 1985, twenty-five proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

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

Nays -- None.

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

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

Peter Morton's Father's Place, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Peter Morton's Father's Place, Inc., upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way for use as a sidewalk cafe. The area to be so utilized is

RESTAURANT NAME: Arnie's Cafe
 1050 North State Street;

AREA: West Maple Street
 Forty (40) feet by five (5) feet
 Total: 200 square feet;

HOURS: Monday through Sunday 11:00 A.M. to 11:00 P.M.

The above described occupation of the public right-of-way shall continue by authority herein granted from April 1, 1985, to October 31, 1985.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

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

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

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances

herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

National Casin Company.

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

SECTION 1. Permission and authority are hereby given and granted to National Casin Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated runway or platform over and across S. Wallace Street at a point sixty (60) feet south of the south line of W. 80th Street. Said elevated runway or platform shall not exceed seven (7) feet in width and lowest portion shall not be less than sixteen (16) feet above the surface of the public way; for a period of five (5) years from and after April 16, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances

herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Delicious Cookie Company, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Delicious Cookie Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use existing loading dock on the public way located on North Kingsbury Street. Said dock is approximately ninety (90) feet in length and approximately eight (8) feet in width and shall serve the adjacent building known as 1001 West North Avenue Any and all maintenance and construction will be subject to regulations set forth by both the Commissioners of Streets and Sanitation and Water and Sewers. Authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and No/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$2,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in

any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

D & J Pizza, Incorporated, d/b/a/ Ranalli's on Lincoln.

SECTION 1. Permission and authority are hereby given and granted to Gerald A. Ranalli upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way for use as a sidewalk cafe. The area to be so utilized is

RESTAURANT NAME: D & J Pizza, Inc., d/b/a Ranalli's on Lincoln, 1925 N.
Lincoln Avenue

AREA: On the mall adjacent to the restaurant located at 1925 N. Lincoln
Avenue.
Fifteen (15) feet by one hundred ten (110) feet
Total: 1650 square feet;

HOURS: Monday through Saturday 11:00 A.M. to 12:00 A.M.
Sunday 12:00 P.M. to 12:00 A.M.

The above described occupation of the public right-of-way shall continue by authority herein granted from April 1, 1985 to October 31, 1985.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Ninety- nine and no/100 Dollars (\$599.00), in advance, payment to be made within fifteen days of the City Council approval of said privilege. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the

Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

LaSalle National Bank, Under Trust Number 18381.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, U/T No. 18381, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a hydraulic platform lift not more than eight (8) feet in length, seven (7) feet in width and level with e/w sixteen foot alley grade when not in use, located in rear of premises at 1800 West Roscoe Street; for a period of five (5) years from and after October 4, 1985,

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

LaSalle National Bank, Under Trust Number 109163.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, U/T No. 109163, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use vaulted sidewalk space adjacent to the property located at 223 West Jackson Boulevard. Said vaulted space shall exist under and along the Franklin Street, Jackson Boulevard, and the east/west alley property lines of 223 West Jackson Boulevard described as follows;

Under and along Franklin Street, said vaulted space shall run for a total distance of ninety-nine point eight (99.8) feet, at a width of sixteen point two (16.2) feet, and at a height of ten (10) feet.

Under and along Jackson Boulevard, said vaulted space shall run for a total distance of one hundred sixty-nine point six (169.6) feet, at a width of fourteen (14) feet, and at a height of ten point seventy-five (10.75) feet.

Under and along the east/west alley, said vaulted space shall run for a total distance of one hundred eleven point nine (111.9) feet, at a width of seven point two (7.2) feet, and at a height of nine point five (9.5) feet.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand One Hundred Thirty-nine and no/100 Dollars (\$6,139.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said

removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Mobar Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Mobar Corporation upon the terms and subject to the conditions of this ordinance to construct, maintain and use bay windows over the public way on East Ontario Street and the east-west alley in the rear of the building known as 142 East Ontario Street. Said bay windows shall consist of six bays over East Ontario Street and six bays over the east-west alley with bays extending from the second to the eighteenth floor. Each bay window shall be nine (9) feet in length and shall extend two (2) feet into the public way.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Eighty- nine and no/100 Dollars (\$1,089.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and

grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Moe's Corned Beef Cellar, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Moe's Corned Beef Cellar, Inc. upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way for use as a sidewalk cafe. The area to be so utilized is

RESTAURANT NAME: Moe's Corned Beef Cellar
611 North Rush Street;

AREA: North Rush Street
Twenty-five feet (25) by seven feet (7)
Total: 175 square feet;

HOURS: Monday through Saturday 7:00 A.M. through 10:00 P.M.

The above described occupation of the public right-of-way shall continue by authority herein granted from April 1, 1985 to October 31, 1985.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Eighty- one and no/100 Dollars (\$381.00) per annum, in advance, payment to be made within fifteen days of the City Council approval of said privilege. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or

appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Nicky's Hellenic House.

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

SECTION 1. Permission and authority are hereby given and granted to Nicky's Hellenic House upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way for use as a sidewalk cafe. The area to be so utilized is

RESTAURANT NAME: Nicky's Hellenic House
315 South Halsted Street;

AREA: West Gladys Street
Nine feet by twenty-three feet
Total: 207 square feet;

HOURS: Monday through Thursday 11:00 A.M. to 11:00 P.M.
Friday and Saturday 11:00 A.M. to 12:00 Midnight
Sunday 12:00 P.M. to 8:00 P.M.

The above described occupation of the public right-of-way shall continue by authority herein granted from April 1, 1985 to October 31, 1985.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) in

advance, payment to be made within fifteen days of the City Council approval of said privilege. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Northwestern Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge or passageway twenty-four (24) feet in length, eight (8) feet in width and ten (10) feet in height over and across the n/s alley connecting 6th floors of premises at 215 East Chicago Avenue and 235 East Chicago Avenue; for a period of five (5) years from and after June 10, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter.

In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Northwestern University.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern University, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a manhole two (2) feet in length and eighteen (18) inches in width; also four (4) four-inch transite korducts encased in concrete under the parkway. Said transite korducts commence at a point three hundred fifty (350) feet east of east line of North Fairbanks Court and eighteen (18) feet south of north line of East Superior Street, thence running in an easterly direction a distance of one hundred twenty (120) feet, thence north a distance of eighteen (18) feet to north line of East Superior Street where it enters private property; for a period of five (5) years from and after September 28, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Orly's Strikes Again, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Orly's Strikes Again, Inc. upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way for use as a sidewalk cafe. The area to be so utilized is

RESTAURANT NAME: Orly's Strikes Again, Inc.
600 South Dearborn Street

AREA: South Dearborn Street
300 square feet

HOURS: Monday through Sunday 11:00 A.M. to 11:00 P.M.

The above described occupation of the public right-of-way shall continue by authority herein granted from April 1, 1985 to October 31, 1985.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

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

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

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding

company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage, and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses including any dramshop liability which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Jerry Ranalli.

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

SECTION 1. Permission and authority are hereby given and granted to Jerry Ranalli to construct, maintain and use a balcony over West Elm Street. Said balcony shall be sixty-five (65) feet in length with a width of six point five (6.5) feet. Said balcony shall start at a

height of thirteen point six (13.6) feet above grade. Said balcony shall be adjacent to building located at 20-28 West Elm Street.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Twenty- four and no/100 Dollars (\$224.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of

the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$2,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Riverside Park, Limited.

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

SECTION 1. Permission and authority are hereby given and granted to Riverside Park, Ltd., an Illinois Corporation, upon the terms and subject to the conditions of this ordinance to construct, maintain and use caissons and columns in the north-south public alley between West Randolph Street and West Washington Street just west of the Chicago River.

Said caissons and columns shall support the rebuilt elevated roadway above said alley and the high rise building directly to the east of said alley.

The right to construct caissons and columns has been granted per the agreement dated September 3, 1982, between the City of Chicago, MSD, and Riverside Park, Ltd. as approved by the City Council by ordinance dated July 15, 1982, Council pages 11607-11619.

Seven (7) caissons shall be located in the alley and shall use a portion of the public way that is one hundred twenty-one (121) feet in length with a width of three (3) feet. The depth of said columns and caissons shall be determined by the construction requirements; for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Twenty and no/100 Dollars (\$320.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Sears, Roebuck and Company.

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

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Company, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a railroad switchtrack at street grade on and across South Iron Street from a point on the westerly side of said South Iron Street fifty-seven (57) feet southeasterly of the south line of West 34th Street, thence southeasterly on a curve on and across South Iron Street to a point on the easterly line thereof two hundred forty (240) feet southeasterly of the north line of West 34th Street; for a period of five (5) years from and after July 21, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage: provided said grantee file a written acceptance of this ordinance with the City Clerk,

provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

733 South Dearborn Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to 733 South Dearborn Corporation upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way for use as a sidewalk cafe. The area to be so utilized is known as the Moonraker Restaurant, 733 South Dearborn Street, twenty-five (25) feet in length by three (3) feet in width and forty (40) feet in length by five (5) feet in width. Hours are Monday through Thursday 11:00 A.M to 11:00 P.M., Friday and Saturday 11:00 A.M. to Midnight; Sunday Noon to 9:00 P.M.

The above described occupation of the public right of way shall continue by authority herein granted from April 1, 1985 to October 31, 1985.

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

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

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

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures

or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety as to the extent of its penal bond as provided in Section 1, and grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

770 North LaSalle Street Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to 770 North LaSalle Street Limited Partnership, to construct, maintain and use decorative projections over the public way. Said use shall consist of three (3) decorative projections over entrances extending approximately two (2) feet in length and approximately four (4) feet in width, beginning fifteen (15) feet above sidewalk grade. Also, four (4) inch decorative projections over windows beginning eighteen (18) feet above sidewalk grade. Said projections shall extend over the public way on West Chicago Avenue and North LaSalle Street at the address known as 750-770 North LaSalle Street; for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$2,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Sherwin-Williams Company.

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

SECTION 1. Permission and authority are hereby given and granted to Sherwin-Williams Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a fuel-oil pipe line four (4) inches in diameter and one-half (1/2) inch secondary steam line running parallel to said fuel-oil line, both encased in a prefabricated six-inch carrier line, to run from a pump located on private property thence north along the east side of South Champlain Avenue to a point approximately three hundred fifty-six (356) feet south of south line of East Kensington Avenue, thence in a northwesterly direction under and across South Champlain Avenue and the right-of-way of the Chicago Rock Island and Pacific Railroad for a distance of two hundred forty (240) feet to a fuel-oil tank located on the southwest corner of East Kensington Avenue and South Champlain Avenue into private property of said grantee, said fuel-oil pipe line to be used for transporting No. 6 fuel-oil and said secondary steam line to be used for heating purposes, and to be located not less than six (6) feet below street grade at said location; for a period of five (5) years from and after June 10, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars (\$216.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the

annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Jim Kontos.

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

SECTION 1. Permission and authority are hereby given and granted to Jim Kontos upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way for use as a sidewalk cafe. The area to be so utilized is

RESTAURANT NAME: Tempo Restaurant
 One East Chestnut Street

AREA: East Chestnut Street
 Fourteen (14) feet by twenty (20) feet
 Fourteen (14) feet by twenty-two (22) feet
 Total: 600 square feet

HOURS: Monday through Sunday 10:00 A.M. to 10:00 P.M.

The above described occupation of the public right-of-way shall continue by authority herein granted from April 1, 1985 to October 31, 1985.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and

repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Ninety- two and no/100 Dollars (\$392.00) in advance, payment to be made within fifteen days of the City Council approval of said privilege. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said

insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses including any dramshop liability which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

225 West Washington Associates.

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

SECTION 1. Permission and authority are hereby given and granted to 225 West Washington Associates, an Illinois limited partnership, to construct, maintain and use cornices above the public way on the building known as 225 West Washington Street. Said cornices shall be located on the thirty-six (36) foot level and at the top of the building located twenty-eight (28) stories above grade. Dimensions are identical for each grade and are as follows:

WEST WASHINGTON, approximately twenty-seven (27) feet in length and eleven (11) inches in width; approximately thirty (30) feet in length and seven (7) inches in width;

NORTH FRANKLIN, approximately ninety-seven (97) feet in length and seventeen (17) inches in width; approximately thirty (30) feet in length and eight (8) inches in width; approximately thirty (30) feet in length and eight (8) inches in width;

WEST CALHOUN, approximately twenty-seven (27) feet in length and seven (7) inches in width; approximately twenty (20) feet in length and four (4) inches in width.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Ninety- eight and no/100 Dollars (\$498.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

*The University of Chicago.
(Concrete Duct).*

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a concrete duct for the purpose of housing telephone cables adjacent to its property located at 5801 South Ellis Avenue. Said concrete duct shall be two (2) feet in height, three (3) feet in width and shall run for a total distance of sixty-six (66) feet under South University Avenue at a point ninety (90) feet south of East 60th Street. This privilege shall remain in effect for five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the

City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

*The University of Chicago.
(Water Pipes.)*

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago upon the terms and subject to the conditions of this ordinance, to construct, maintain and use two (2) six inch (6") chilled water pipes adjacent to the property known as 5801 South Ellis Avenue. Said pipes to extend under and across 56th Street at a point one hundred seventy-two (172) feet east of the curb line of South Ellis Avenue. Said privilege to remain in effect for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

*The University of Chicago.
(Concrete Pipe Vault.)*

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

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a concrete pipe vault adjoining the existing vault on Chicago Park District property approximately thirty (30) feet north of north curb line of East 60th Street and fifteen (15) feet west of west curb of South Kenwood Avenue. Also two (2) steel conduits containing a six-inch steam main, a three-inch steam return, a one-inch high pressure drip main and one-inch compressed air main beginning approximately thirty (30) feet north of north curb line of East 60th Street, running south under and across East 60th Street and under the west public sidewalk in South Kenwood Avenue, to connect with a steam service manhole located under said public sidewalk at a point seventy (70) feet south of south line of East 60th Street, thence running into private property at a point approximately eight (8) feet south of south line of East 60th Street, also including an expansion loop located north of south lot line of East 60th Street; for a period of five (5) years from and after September 28, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any

way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Veterans Administration Lakeside Medical Center.

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

SECTION 1. Permission and authority are hereby given and granted to Veterans Administration Lakeside Medical Center, a United States of America Agency; upon the terms and subject to the conditions of this ordinance, to construct, maintain and use (1) patient and/or public corridor over and across Huron Street connecting Northwestern Passavant Hospital with the third floor of the Veterans Administration Lakeside Medical Center. Said corridor to be one hundred eighty-four point six (184.6) feet in length by sixteen point six (16.6) feet in width and twenty four (24) feet above ground level. The above privilege to remain in effect for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Eighty- four and no/100 Dollars (\$684.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions

hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Z. Frank, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Z. Frank, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use a concrete trench two (2) feet wide, three (3) feet in depth housing two (2) three (3) inch steel pipes or conduits carrying telephone cables, under and across W. Glenlake Avenue connecting rear of premises 6060 N. Western Avenue and 6100 N. Western Avenue; for a period of five (5) years from and after July 8, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter.

In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys, to which had been referred on July 9, and August 7, 1985, twenty-four proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

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

Nays -- None.

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

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

Grant to Affy Tapple, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Affy Tapple, Inc. to maintain and use an existing canopy over the public right of way in North Clark Street attached to the building or structure located at 7110 North Clark Street for a period of three (3) years from and after August 3, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Barry Condominium Association: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Barry Condominium Association to maintain and use two (2) existing canopies over the public right of way in North Sheridan Road attached to the building or structure located at 3100 North Sheridan Road for a period of three (3) years from and after April 22, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 14 feet and 10 feet respectively in length, nor 10 feet and 10 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Mary Beinecke: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Mary Beinecke to maintain and use an existing canopy over the public right of way in North Lincoln Avenue attached to the building or structure located at 2221 North Lincoln Avenue for a period of three (3) years from and after May 25, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the

Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 36 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to China Clipper, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to China Clipper, Inc. to maintain and use an existing canopy over the public right of way in North Clark Street attached to the building or structure located at 445 North Clark Street for a period of three (3) years from and after September 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 24 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Grant to George W. Drucker d/b/a Royal London
Wax Museum: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to George W. Drucker d/b/a/ Royal London Wax Museum to maintain and use an existing canopy over the public right of way in North Wells Street attached to the building or structure located at 1419 North Wells Street for a period of three (3) years from and after August 3, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Gaidas-Daimid Funeral Directors: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Gaidas-Daimid Funeral Directors to maintain and use an existing canopy over the public right of way in South California Avenue attached to the building or structure located at 4330 South California Avenue for a period of three (3) years from and after August 3, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Robert J. Guzdzioł: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Robert J. Guzdzioł to maintain and use an existing canopy over the public right of way in South Archer Avenue attached to the building or structure located at 2819 South Archer Avenue for a period of three (3) years from and after August 3, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to K.T.W., Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to K. T. W., Inc. to maintain and use an existing canopy over the public right of way in South Michigan Avenue attached to the building or structure located at 11255 South Michigan Avenue for a period of three (3) years from and after May 26, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to La Salle National Bank, U/T Number 107684: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to LaSalle National Bank, U/T Number 107684 to construct, maintain and use a canopy over the public right of way in West Diversey Parkway attached to the building or structure located at 1150 West Diversey Parkway for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 21 feet in length, nor 5 inches in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to La Salle National Bank, U/T Number 33198: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to LaSalle National Bank, U/T Number 33198 to maintain and use an existing canopy over the public right of way in West Fullerton Avenue attached to the building or structure located at 420 West Fullerton Avenue for a period of three (3) years from and after September 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Grant to Little Bit of Country/Woman's Auxiliary of
Ravenswood Hospital: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Little Bit of Country/Woman's Auxiliary of Ravenswood Hospital to construct, maintain and use a canopy over the public right of way in North Southport Avenue attached to the building or structure located at 3706 North Southport Avenue for a period of three (3) years from and after _____ in accordance with plans and specifications filed with the

Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Motor Club Service Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Motor Club Service Corporation to maintain and use an existing canopy over the public right of way in East South Water Street attached to the building or structure located at 66-68 East South Water Street for a period of three (3) years from and after July 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to 3470 North Lake Shore Drive Condominium Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 3470 North Lake Shore Drive Condominium Association to maintain and use an existing canopy over the public right of way in North Lake Shore Drive attached to the building or structure located at 3470 North Lake Shore Drive for a period of three (3) years from and after September 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Northwest National Bank of Chicago, U/I 785: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Northwest National Bank of Chicago, U/T 785 to maintain and use an existing canopy over the public right of way in North Milwaukee Avenue attached to the building or structure located at 3326 North Milwaukee Avenue for a period of three (3) years from and after April 7, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 50 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-five and no/100 Dollars (\$75.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Portage Theatre: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Portage Theatre to maintain and use an existing canopy over the public right of way in North Milwaukee Avenue attached to the building or structure located at 4050 North Milwaukee Avenue for a period of three (3) years from and after August 11, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 47 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Jerry Porter: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jerry Porter to maintain and use an existing canopy over the public right of way in North Lincoln Avenue attached to the building or structure located at 1939 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Radeke, Jensen and Me, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Radeke, Jensen and Me, Inc. to maintain and use an existing canopy over the public right of way in North Wabash Avenue attached to the building or structure located at 216 North Wabash Avenue for a period of three (3) years from and after October 27, 1988 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Victor Recchia: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Victor Recchia to construct, maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 5341- 5343 North Clark Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to RREEF Midamerica Fund-III: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to RREEF Midamerica Fund-III to install, maintain and use three (3) canopies over the public right of way in North Michigan Avenue attached to the building or structure located at 645 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 3 @ 28 feet respectively in

length, nor 3 @ 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty-nine and no/100 Dollars (\$159.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Gonzalo Ruiz, M.D.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Gonzalo Ruiz, M.D. to maintain and use an existing canopy over the public right of way in North Lincoln Avenue attached to the building or structure located at 3454 North Lincoln Avenue for a period of three (3) years from and after June 22, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 4 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Six Corners Plaza, Limited Partnership: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Six Corners Plaza, Limited Partnership to maintain and use an existing canopy over the public right of way in North Cicero Avenue attached to the building or structure located at 3939 North Cicero Avenue for a period of three (3) years from and after June 21, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 265 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Two Hundred Ninety and no/100 Dollars (\$290.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Alexander and Gerda Sokolowski: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Alexander and Gerda Sokolowski to maintain and use an existing canopy over the public right of way in West Montrose Avenue attached to the building or structure located at 815-817 West Montrose Avenue for a period of three (3) years from and after August 3, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Water Tower Enterprises: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Water Tower Enterprises to maintain and use a canopy over the public right of way in East Chicago Avenue attached to the building or structure located at 115 East Chicago Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 23 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Zephyr Ice Cream Shop, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Zephyr Ice Cream Shop, Inc. to maintain and use an existing canopy over the public right of way in West Wilson Avenue attached to the building or structure located at 1767 West Wilson Avenue for a period of three (3) years from and after September 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 40 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

ORDINANCE CONCERNING GRANT OF PRIVILEGE TO
BELLEVUE PLACE ASSOCIATES AMENDED.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the ordinance passed by the City Council on May 15, 1985, page 16279 C.P. granting permission to Bellevue Place Associates, upon the terms and subject to the conditions of this ordinance to construct, maintain and use vaults and caissons located adjacent premises known as 21 E. Bellevue Place for a period of five (5) years from and after May 15, 1985, be and the same is hereby amended by striking out of Section 1, paragraph 1, as printed, the following:

"east-west public alley:..

and inserting in lieu thereof:

"north-south public alley".

Section 1, paragraph 6 as printed, the following:

"east-west public alley"

and inserting in lieu thereof:

"north-south public alley".

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

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR ISSUANCE OF PERMIT TO 10 EAST
HURON STREET BUILDING TO INSTALL AND PLANT
THREE TREES AND TREE GRATES.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the 10 East Huron Street Building to install and plant three (3) trees and tree grates at the above location, said installation is subject to the approval of plans upon the payment of fees, without compensation, and on the condition that the adjoining property owner shall assume full responsibility for maintenance and repair, and shall indemnify, ensure and hold harmless the City of Chicago from all liability.

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF FLAGSTONE
AND BRICK PAVERS IN PUBLIC WAY AT
SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Broadway-Clark Building Corporation, 4753 N. Broadway, for the installation of flagstone and brick pavers in the public way on N. Magnolia Avenue (west side) from W. Lawrence Avenue to a point approximately 140 feet north thereof, and on N. Clark Street (east side) from W. Norwood Street to a point approximately 140 feet north thereof.

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

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

Nays -- None.

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

PORTION OF WEST POLK STREET CLOSED AS PART OF ILLINOIS
DEPARTMENT OF TRANSPORTATION PROJECT.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance.

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

SECTION 1. That the Commissioner of Public Works close that portion of W. Polk Street which presently constitutes the bridge spanning from the east property line of the Dan Ryan Expressway to the west property line of the Dan Ryan Expressway (but not before March 1, 1986), as part of the Illinois Department of Transportation project to improve the traffic operation.

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

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION AND MAINTENANCE
OF INFORMATIONAL PYLONS AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed substitute ordinance.

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

SECTION 1. The Commissioner of the Department of Public Works is hereby authorized to issue the necessary permits to John Hancock Mutual Life Insurance Company, its successors and assigns as the property owner, of the property located at 875 North Michigan Avenue, for the installation and maintenance of informational pylons to be located upon the public right-of-way adjacent to the property on East Chestnut Street and East Delaware Place. The location and specifications for said informational pylons shall be as shown on the print attached hereto, which by reference is incorporated as a part of this ordinance.

SECTION 2. The property owner agrees to maintain said informational pylons and appurtenances associated therewith to the satisfaction of the Commissioners of Streets and Sanitation, Inspectional Services and Public Works and to correct any deficiencies immediately upon request. The property owner shall keep that portion of the public way over or under said informational pylons in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation and maintenance by the property owner under the authorization granted herein.

SECTION 4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liability, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.

SECTION 5. When so requested, the property owner shall execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Public Works with sureties to be approved by the City of Chicago.

SECTION 6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Municipal Code of the City of Chicago with respect to said informational pylons; provided, further, that the property owner shall secure necessary permits and pay fees as required by the Department of Inspectional Services for the installation and inspection of said informational pylons.

SECTION 7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Public Works at any time, without the consent of the property owner. Upon said revocation of the authority granted herein, the property owner shall promptly remove the informational pylons from the public way and restore the public way to its previous condition.

SECTION 8. This covenant shall be binding on the City and property owner and their respective successors and assigns.

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

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

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

Nays -- None.

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

PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST HURON STREET,
WEST ERIE STREET, NORTH CLARK STREET AND
NORTH DEARBORN STREET.

The Committee on Streets and Alleys submitted a report recommending the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 10-foot public alley lying west of the west line of Lot 21 and said west line extended south; lying east of the east line of Lots 18 to 20, both inclusive; lying south of a line drawn from the northwest corner of Lot 21 to the northeast corner of Lot 20; and lying north of the eastwardly extension of the south line of Lot 18 all in

Assessor's Division of Block 26 of Wolcott's Addition to Chicago being the E. 1/2 of the N.E. 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the north 94 feet of the first north-south 10-foot public alley east of North Clark Street in the block bounded by West Huron Street, West Erie Street, North Clark Street, and North Dearborn Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the

same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank and Trust Company, As Trustee, Trust No. 109430, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said part of public alley hereby vacated, the sum of One Hundred Forty-one Thousand Six Hundred and no/100 Dollars (\$141,600.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in West Huron Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the La Salle National Bank and Trust Company, As Trustee, Trust No. 109430, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing omitted for printing purposes.]

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

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

Nays -- None.

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

PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST
59TH STREET, WEST 60TH STREET, SOUTH
ARTESIAN AVENUE AND SOUTH
WESTERN AVENUE.

The Committee on Streets and Alleys submitted a report recommending the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 1 to 5, both inclusive; lying north of the north line of Lot 43; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 43; and lying east of the northwardly extension of the west line of Lot 43 all in Block 9, all in

Cobe and McKinnon's 59th Street and Western Avenue Subdivision of the S.E. 1/4 of the N. E. 1/4 and the N.E. 1/4 of the S.E. 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian (except streets heretofore opened);

said part of public alley herein vacated being further described as the east 110 feet, more or less, of the east-west 16-foot public alley in the block bounded by W. 59th Street, W. 60th Street, S. Artesian Avenue, and S. Western Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Marquette National Bank, as Trustee, Trust No. 1903, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said part of public alley hereby vacated, the sum of Twelve Thousand Eight Hundred and no/100 Dollars (\$12,800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in S. Western Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Marquette National Bank, as Trustee, Trust No. 1903, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing omitted from printing purposes.]

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

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

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE
PLAT OF SUBDIVISION.

The Committee on Streets and Alleys submitted a report recommending the City Council pass the following proposed ordinance:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Gessner's Addition to Chicago located at the northwest corner of N. Oketo Avenue and W. Bryn Mawr Avenue and having a frontage of 378.80 feet along N. Oketo Avenue and having a depth of 167.87 feet and providing for the dedication of west 1/2 (33 feet) of N. Oketo Avenue and a 16-foot public alley for David J. Cahill, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 1-41-85-1004).

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

[Plat omitted for printing purposes.]

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

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

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE
PLAT OF DEDICATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Plat of Dedication for South Merrill Avenue lying within the northeasterly and southwesterly right of way lines of the Baltimore, Pittsburgh and Chicago Railroad Company between East 77th Street and East 78th Street for R. B. Development, Inc., as shown on the attached plat, when the necessary certificates are shown on said plat (No. 25-5-85-1005).

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

[Plat omitted for printing purposes.]

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

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

Nays -- None.

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

BOARD OF LOCAL IMPROVEMENTS DIRECTED TO
INSTITUTE PROCEEDINGS FOR SPECIFIED
ALLEY IMPROVEMENTS BY SPECIAL
ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred on July 9 and August 7, 1985, six proposed orders for specified alley improvements by special assessment, submitted separate reports recommending that the City Council pass said proposed orders transmitted therewith.

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

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

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):

*Alley bounded by East 105th Place, East 106th Street,
South Corliss Avenue and South Langley Avenue.*

Ordered, That the Commissioner of Public Works (Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete, by special assessment, the "T-Alley" bounded by E. 105th Place, E. 106th Street, S. Corliss Avenue and S. Langley Avenue.

*Alley from 10501 to 10533, between South Cottage Grove Avenue
and South Corliss Avenue.*

Ordered, That the Commissioner of Public Works (Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete, by special assessment, the north-south alley from 10501 to 10533, between S. Cottage Grove Avenue and S. Corliss Avenue.

*Alley from 10401 to 10459, between South Cottage Grove Avenue
and South Corliss Avenue.*

Ordered, That the Commissioner of Public Works (Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete, by special assessment, the north-south alley from 10401 to 10459, between S. Cottage Grove Avenue and S. Corliss Avenue.

*Alley bounded by West 121st Street, West 122nd Street,
South Perry Avenue and South LaSalle Street.*

Ordered. That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadway of the alley bounded by W. 121st Street, W. 122nd Street, S. Perry Avenue and S. LaSalle Street.

*Alley bounded by South Vernon Avenue, South Eberhart Avenue,
East 106th Street and East 107th Street.*

Ordered. That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadway of the "T" alley bounded by S. Vernon Avenue, S. Eberhart Avenue, E. 106th Street and E. 107th Street.

*Alley bounded by South Lafayette Avenue, South Perry Avenue,
West 120th Street and West 121st Street.*

Ordered. That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the roadway of the north-south alley bounded by S. Lafayette Avenue, S. Perry Avenue, W. 120th Street and W. 121st Street.

AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS
BY SPECIAL ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred thirty-six proposed ordinances recommended by the Board of Local Improvements for alley improvements, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith.

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

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

Nays -- None.

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

The following are descriptive summaries of the said improvement ordinances as passed:

*Alley between East 101st Street, East 102nd Street, South
Rhodes Avenue and South Eberhart Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between East 101st Street, East 102nd Street, South Rhodes Avenue and South Eberhart Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of East 101st Street to the south line of East 101st Street.

*Alley between East 81st Street, East 82nd Street,
South Kingston Avenue and South Essex
Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between East 81st Street, East 82nd Street, South Kingston Avenue and South Essex Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of East 81st Street to the south line of East 81st Street.

*Alleys between East 79th Street, East 80th Street,
South Oglesby Avenue and South Crandon
Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between East 79th Street, East 80th Street, South Oglesby Avenue and South Crandon Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of East 80th Street to the north line of East 80th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Oglesby Avenue to the west line of South Oglesby Avenue.

*Alley between East 81st Street, East 82nd Street,
South Clyde Avenue and South Chappel Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between E. 81st Street, E. 82nd Street, S. Clyde Avenue and S. Chappel Avenue, also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of E. 81st Street to the south line of E. 81st Street; also that part

of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of E. 82nd Street to the north line of E. 82nd Street.

*Alley between East 84th Street, East 85th Street,
South Jeffery Avenue and South Euclid Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between E. 84th Street, E. 85th Street, S. Jeffery Avenue and S. Euclid Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of E. 84th Street to the south line of E. 84th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of E. 85th Street to the north line of E. 85th Street.

*Alleys between East 86th Street, East 87th Street,
South Blackstone Avenue and South Dante Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alleys between E. 86th Street, E. 87th Street, S. Blackstone Avenue and S. Dante Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of E. 86th Street to the south line of E. 86th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Blackstone Avenue to the west line of S. Blackstone Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. Dante Avenue to the east line of S. Dante Avenue;

*Alley between East 87th Street, East 88th Street,
South Constance Avenue and South Cregier Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between E. 87th Street, E. 88th Street, S. Constance Avenue and S. Cregier Avenue.

*Alleys between East 92nd Street, East 92nd Place,
South Cottage Grove Avenue and
South Langley Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of

the alleys between E. 92nd Street, E. 92nd Place, S. Cottage Grove Avenue and S. Langley Avenue; also that part of the north and south roadway from a line parallel with and twenty (20) feet north of the south line of E. 92nd Street to the south line of E. 92nd Street.

*Alleys between East 104th Place, East 105th Street,
South Dauphin Avenue and South Rhodes Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between E. 104th Place, E. 105th Street, S. Dauphin Avenue and S. Rhodes Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of E. 104th Place to the south line of E. 104th Place; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of E. 105th Street to the north line of E. 105th Street.

*Alley between West 120th Street, Illinois Central Railroad,
South Harvard Avenue and South Stewart Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. 120th Street, Illinois Central Railroad, S. Harvard Avenue and S. Stewart Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of W. 120th Street to the south line of W. 120th Street.

*Alleys between East 121st Street, East 121st Place,
South Michigan Avenue and South State Street.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between E. 121st Street, E. 121st Place, S. Michigan Avenue and S. State Street; also that part of the first north and south roadway east of S. State Street from a line parallel with and eighteen (18) feet north of the south line of E. 121st Street to the south line of E. 121st Street; also that part of the second north and south roadway east of S. State Street from a line parallel with and eighteen (18) feet north of the south line of E. 121st Street to the south line of E. 121st Street.

*Alley between West 125th Street, West 126th Street,
South Union Avenue and South Emerald Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of

the alley between W. 125th Street, W. 126th Street, S. Union Avenue and S. Emerald Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of W. 125th Street to the south line of W. 125th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of W. 126th Street to the north line of W. 126th Street.

*Alley between East 101st Street, East 102nd Street,
South Torrence Avenue and South Hoxie Avenue.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between E. 101st Street, E. 102nd Street, S. Torrence Avenue and S. Hoxie Avenue.

*Alley between West 64th Street, West 64th Place, South Lawndale
Avenue and South Hamlin Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. 64th Street, W. 64th Place, S. Lawndale Avenue and S. Hamlin Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Lawndale Avenue to the west line of S. Lawndale Avenue; also that part of the east and west roadway from a line parallel with and nineteen (19) feet west of the east line of S. Hamlin Avenue to the east line of S. Hamlin Avenue.

*Alley between West 72nd Street, West 73rd Street, South
Seeley Avenue and South Hoyne Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. 72nd Street, W. 73rd Street, S. Seeley Avenue and S. Hoyne Avenue.

*Alley between West 81st Place, West 81st Street, Railroad
Right-of-Way and South Oakley Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. 81st Place, W. 81st Street, railroad right-of-way and S. Oakley Avenue.

*Alleys between West 86th Street, West 87th Street, South
Ada Street and South Loomis Street.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between W. 86th Street, W. 87th Street, S. Ada Street and S. Loomis Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 86th Street to the south line of W. 86th Street; also that part of the east and west roadway from a line parallel with and twelve (12) feet west of the east line of S. Loomis Street to the east line of S. Loomis Street.

*Alleys between West 93rd Street, West 94th Street, South
Elizabeth Street and South Throop Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between W. 93rd Street, W. 94th Street, S. Elizabeth Street and S. Throop Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of W. 94th Street to the north line of W. 94th Street.

*Alley between West 93rd Street, West 94th Street, South
May Street and South Racine Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. 93rd Street, W. 94th Street, S. May Street and S. Racine Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of W. 94th Street to the north line of W. 94th Street.

*Alley between West 99th Street, West 100th Street, South
Sangamon Street and South Morgan Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. 99th Street, W. 100th Street, S. Sangamon Street and S. Morgan Street; also that part of the roadway from a line parallel with and twenty-seven (27) feet south of the north line of W. 100th Street to the north line of W. 100th Street.

*Alleys between West 100th Street, West 100th Place, South
Eggleston Avenue and South Normal Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between W. 100th Street, W. 100th Place, S. Eggleston Avenue and S. Normal Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. Normal Avenue to the east line of S. Normal Avenue.

*Alleys between West 100th Place, West 101st Street,
South Eggleston Avenue and South Normal Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between W. 100th Place, W. 101st Street, S. Eggleston Avenue and S. Normal Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. Normal Avenue to the east line of S. Normal Avenue.

*Alleys between West 101st Street, West 101st Place, South
Eggleston Avenue and South Normal Avenue.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between W. 101st Street, W. 101st Place, S. Eggleston Avenue and S. Normal Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet west of the east line of S. Normal Avenue to the west line of S. Normal Avenue.

*Alleys between East 102nd Street, East 103rd Street,
South Forest Avenue and South Prairie Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between E. 102nd Street, E. 103rd Street, S. Forest Avenue and S. Prairie Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of E. 102nd Street to the south line of E. 102nd Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Forest Avenue to the west line of S. Forest Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. Prairie Avenue to the east line of S. Prairie Avenue;

*Alleys between South Archer Avenue, West 51st Street,
South Pulaski Road and South Komensky Avenue.*

An ordinance for constructing tile pipe sewer with new concrete catchbasin complete -- grading, paving and otherwise improving the roadway of the alleys between S. Archer Avenue, W. 51st Street, S. Pulaski Road and S. Komensky Avenue.

*Alley between West 54th Street, West 55th Street,
South Kedvale Avenue and South Keeler Avenue.*

An ordinance for grading and paving the roadway of the alley between W. 54th Street, W. 55th Street, S. Kedvale Avenue and S. Keeler Avenue;

*Alleys between West Fulton Street, West Washington Boulevard,
North Laramie Avenue and North Latrobe Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between W. Fulton Street, W. Washington Boulevard, N. Laramie Avenue and N. Latrobe Avenue; also that part of the north and south roadway from a line parallel with and fifteen (15) feet north of the south line of W. Fulton Street to the south line of W. Fulton Street.

*Alleys between West Steuben Street, West Edmaire Street,
South Davol Street and South Vincennes Avenue.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alleys between W. Steuben Street, W. Edmaire Street, S. Davol Street and S. Vincennes Avenue; also that part of the northwesterly and southeasterly alley from a line parallel with and nineteen (19) feet south of the north line of W. Edmaire Street to the north line of W. Edmaire Street.

*Alleys between West 109th Street, West 110th Street,
South Lowe Avenue and South Union Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. 109th Street, W. 110th Street, S. Lowe Avenue and S. Union Avenue.

*Alley between West 109th Street, West 110th Street,
South Parnell Avenue and South Wallace Street.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. 109th Street, W. 110th Street, S. Parnell Avenue and S. Wallace Street.

*Alleys between West 110th Street, West 110th Place,
South Wentworth Avenue and South Princeton Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadway of the alley between W. 110th Street, W. 110th Place, S. Wentworth Avenue and S. Princeton Avenue; also that part of the roadway from a line parallel with and ten (10) feet east of the west line of S. Wentworth Avenue to the west line of S. Wentworth Avenue; also that part of the roadway from a line parallel with and twenty (20) feet west of the east line of S. Princeton Avenue to the east line of S. Princeton Avenue.

*Alleys between West 117th Street, West 118th Street,
South LaSalle Street and South Wentworth Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between W. 117th Street, W. 118th Street, S. LaSalle Street and S. Wentworth Avenue; also that part of the first east and west roadway south of W. 117th Street from a line parallel with and twelve (12) feet west of the east line of S. Wentworth Avenue to the east line of S. Wentworth Avenue; also that part of the second east and west roadway south of W. 117th Street from a line parallel with and twelve (12) feet west of the east line of S. Wentworth Avenue to the east line of S. Wentworth Avenue.

*Alleys between West Belle Plaine Avenue, West Irving
Park Road, North Pittsburgh Avenue and North
Plainfield Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between W. Belle Plaine Avenue, W. Irving Park Road, N. Pittsburgh Avenue and N. Plainfield Avenue.

*Alley between West School Street, West Belmont Avenue,
North Olcott Avenue and North Oleander Avenue.*

An ordinance for grading, paving the roadway of the alley between W. School Street, W. Belmont Avenue, N. Olcott Avenue and N. Oleander Avenue; also that part of the east and west roadway from a line parallel with and sixteen (16) feet east of the west line of N. Olcott Avenue to the west line of N. Olcott Avenue.

Alley between West Berwyn Avenue, West Farragut Avenue, North Newland Avenue and North Nordica Avenue.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. Berwyn Avenue, W. Farragut Avenue, N. Newland Avenue and N. Nordica Avenue.

Alleys between West Norwood Avenue, West Peterson Avenue, North Melvina Avenue and North McLeod Avenue.

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between W. Norwood Avenue, W. Peterson Avenue, N. Melvina Avenue and N. McLeod Avenue.

Referred -- WIDENING OF NORTH CENTRAL PARK
AVENUE IN 4800 THROUGH 5100 BLOCKS.

The Committee on Streets and Alleys submitted a report recommending that the City Council refer to the Committee on Finance a proposed order which directed the Committee on Finance to give consideration to the widening of N. Central Park Avenue in the 4800 thru the 5100 blocks.

On motion of Alderman Cullerton, the committee's recommendation was *Concurred In* and said proposed order was *Referred to the Committee on Finance* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

CHAPTER 27, SECTION 27-317(a) OF MUNICIPAL CODE AMENDED TO EXPAND APPLICATION OF RESIDENTIAL PARKING PERMITS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinance previously referred to the committee on August 7, 1985):

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

SECTION 1. That Section 27-317, sub-paragraph (a) of the Municipal Code of Chicago is hereby amended by striking the language which appears in brackets and inserting the language in italics below:

27-317(a) The Commissioner of Public Works is hereby authorized to erect signs on any block of any residential street in an R1, R2 [or], R3 *or R4* zoning district indicating resident permit parking only, when it has been determined on the basis of a traffic engineering survey that 33% or more of the vehicles parked in a given block are not owned by residents of that district. The hour of the day and the days of the week or months of the year when these regulations will be effective shall also be determined by this traffic engineering survey.

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

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

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

Nays -- None.

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

CHAPTER 27, SECTION 27-275 OF MUNICIPAL CODE AMENDED CONCERNING COMMISSIONER OF PUBLIC WORKS.

The Committee on Traffic Control and Safety 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. Section 27-275 of the Municipal Code of the City of Chicago is hereby amended by deleting therefrom the words "Commissioner of Streets and Sanitation" wherever they occur and substituting therefor the words "Commissioner of Public Works."

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

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

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

Nays -- None.

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

LOADING ZONES ESTABLISHED ON PORTIONS OF
SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee):

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance and Hours
South Ashland Avenue (west side)	From a point 176 feet south of West 52nd Street to a point 25 feet south thereof: 8:00 A.M. to 6:00 P.M. Monday thru Friday;
North Avondale Avenue (east side)	From a point 195 feet north of West Lawrence Avenue to a point 25 feet north thereof;

Public Way

Distance and Hours

West Belmont Avenue
(south side)

From a point 90 feet west of North
St. Louis Avenue to a point 75 feet west
thereof: 9:00 A.M. to 6:00 P.M. Monday
thru Saturday;

North Canal Street

From a point 78 feet south of West
Fulton Street to a point 88 feet south
thereof: 8:00 A.M. to 5:00 P.M. Monday
thru Friday;

West Fillmore Street
(north side)

From a point 52 feet east of South
Richmond Street to a point 50 feet east
thereof: 6:00 A.M. to 6:00 P.M. 7-day
public benefit;

West Fulton Street
(south side)

From a point 66 feet west of North
Milwaukee Avenue to a point 35 feet
south thereof;

West Irving Park Road
(south side)

From a point 149 feet east of North
Meade Avenue to a point 25 feet east
thereof;

South Loomis Avenue
(west side)

From a point 89 feet south of West
63rd Street to a point 113 feet south
thereof;

North Milwaukee Avenue
(east side)

From a point 107 feet west of North
Laramie Avenue to a point 69 feet west
thereof: 8:00 A.M. to 4:00 P.M. Monday
thru Saturday;

North Pulaski Road
(east side)

From a point 57 feet south of West
Eddy Street to a point 25 feet south
thereof: 8:00 A.M. to 1:00 P.M. No
exceptions;

South Pulaski Road
(west side)

From a point 170 feet north of West
60th Street to a point 25 feet north
thereof: 8:00 A.M. to 6:00 P.M. Monday
thru Saturday;

North Rockwell Street
(west side)

From a point 30 feet north of West
North Avenue to a point 25 feet north
thereof: 8:00 A.M. to 5:00 P.M. Monday

Public Way	Distance and Hours
	thru Saturday;
West 18th Street (south side)	From a point 79 feet west of South Lafin Avenue to a point 48 feet west thereof;
West 47th Street (south side)	From a point 84 feet west of South Paulina Street to a point 129 feet west thereof: 5:00 A.M. to 9:00 P.M. 7-days a week;
East 73rd Street (north side)	From a point 135 feet west of South South Drive to a point 25 feet west thereof: no exceptions;
East 81st Street (north side)	From a point 60 feet west of South St. Lawrence Avenue to a point 30 feet west thereof: Handicapped Loading Zone -- at all times: no exceptions.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

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

Nays -- None.

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

VEHICULAR TRAFFIC MOVEMENT RESTRICTED AND AMENDED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee).

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

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

Nays -- None.

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

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

Vehicular Traffic Movement Restricted to Single Direction.

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits and Direction
South Eggleston Avenue	From West 128th Place to West 129th Place -- southerly;
South Emerald Avenue	From West 127th Street to West 129th Place -- southerly;
South Kolin Avenue	From West 25th Place to West 26th Street -- southerly;
South Komensky Avenue	From West 86th Street to West 87th Street -- southerly;
South Lowe Avenue	From West Vermont Street to West 129th Place -- southerly;
East-west alley	Bounded by North Milwaukee Avenue, West Barry Avenue, North Lawndale Avenue and North Monticello Avenue -- easterly;
North Nagle Avenue	From West Belmont Avenue to West Addison Street -- northerly;

Public Way	Limits and Direction
South Normal Avenue	From West 129th Place to West 128th Place -- northerly;
South Parnell Avenue	From West 127th Street to West 129th Place -- southerly;
South Union Avenue	From West 129th Place to West 127th Street -- northerly;
South Wallace Street	From West 129th Place to West 127th Street -- northerly;
First "T" alley	North of West 51st Street between South Marshfield Avenue and South Paulina Street -- westerly (alley).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amend Single Direction.

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

SECTION 1. That an ordinance passed by the City Council on February 13, 1985, printed on p. 13548 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction of portions of designated streets, be and same is hereby amended:

"First east-west alley	South of West Archer Avenue between South Neva Avenue and South Nottingham Avenue -- easterly".

SECTION 2. That an ordinance passed by the City Council on Apr. 25, 1985, printed on page 15827, of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction of portions of designated streets, be and same is hereby amended as it relates to the following:

"North Central Park Avenue	Between West Lawrence Avenue and West Foster Avenue -- northerly"

SECTION 3. That an ordinance heretofore passed by the City Council restricting the movement of vehicular traffic to a single direction of portions of designated streets and alleys, be and same is hereby amended by striking therefrom the following:

"South Hamlin Avenue

From West 45th Street to West 47th Street -- southerly"

and inserting in lieu thereof:

"South Hamlin Avenue

From West 47th Street to West 45th Street -- northerly".

SECTION 4. That an ordinance heretofore passed by the City Council on 3-6- 68, page 2356, of the Journal of the Proceedings restricting the movement of vehicular traffic to a single direction on portions of designated streets and alleys, be and same is hereby amended by striking therefrom the following:

"North Octavia Avenue

From North Forest Preserve Drive to the 1st alley south thereof":

Striking:

"1st alley south thereof"

and inserting in lieu thereof:

"Forest Preserve Drive -- northerly".

SECTION 5. Amend ordinance passed 3-9-83, page 16369, which reads: "North Meade Avenue from West Montrose Avenue to West Addison Street -- southerly" by striking: "West Addison Street" and inserting in lieu thereof: "West Cornelia Avenue".

SECTION 6. Amend ordinance passed 10-18-63, page 1130 by striking: "North Menard Avenue from West Irving Park Road to West Addison Street" and inserting in lieu thereof: "North Menard Avenue from West Berteau Avenue to West Addison Street -- southerly".

SECTION 7. That an ordinance passed by the City Council on Nov. 14, 1977, printed on page 6314 of the Journal of Proceedings of said date, restricting the movement of vehicular traffic to a single direction of portions of designated streets and alleys, be and same is hereby amended by striking therefrom the following:

"North-south alley bounded by North Sheridan Road, North Kenmore Avenue, West Glenlake Avenue and West Granville Avenue -- northerly".

SECTION 8. That an ordinance passed by the City Council on September 10, 1980, printed on page 3716 of the Journal of Proceedings of said date, amending an ordinance passed June 26, 1975, restricting the movement of vehicular traffic to a single direction of portions of designated streets be and same is hereby further amended by striking the following as it relates to South Millard Avenue (southerly):

"West 23rd Street and West 25th Street and West 26th Street and West 32nd Street"

and inserting in lieu thereof:

"West 26th Street to West 31st Street -- southerly
West 26th Street to West Cermak Road -- northerly".

The Committee on Traffic Control and Safety submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass said ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to parking limitations.

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

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

Nays -- None.

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

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

Parking Limitations Established.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits and Times
South Baltimore Avenue (south side)	From a point 20 feet west of South Commercial Avenue to a point 25 feet west thereof: 15 minute limit;
West 53rd Street (both sides)	From South Kolmar Avenue to the 1st alley east thereof: 1-Hour limit - - 8:00 A.M. to 5:00 P.M. -- Monday through Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Limitations Amended.

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

SECTION 1. That an ordinance passed by the City Council limiting the parking of vehicles on portions of designated streets during specified hours, be and the same is hereby amended by striking therefrom, the following:

"South Edbrooke Avenue
(both sides)

From East 112th Street to East 113th
Street -- 2-hour limit -- 8:00 A.M. to 6:00
P.M. -- Monday through Saturday".

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

Parking Meter Zones Established.

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

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish Parking Meter Area as follows:

Street

Limits

N. Kimball Avenue
(east side)

From West Foster Avenue to the first
alley north thereof: extension to
Meter Area 515 FKK -- 1-hour for
each dime -- 2-hour limit Monday
thru Saturday -- 8:00 A.M. to 9:00 P.M.:

N. Sayre Avenue
(east side)

From West North Avenue to the first
alley north thereof - 2-hour limit --
extension of Parking Meter Area 341-
HN.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Meter Zones Amended.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of parking meters numbered 483-4078 and 483- 4079 located on West Devon Avenue (south side) from a point 110 feet west of North Maplewood Avenue to a point 48 feet west thereof.

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to remove the following three "Parking Meters" from in front of No. 4639 North Milwaukee Avenue: Numbers 505-4068, 505-4069 and 505-4070.

SECTION 3. That an ordinance passed by the City Council on September 11, 1951, page 655 of the Journal of the Proceedings of said date, establishing "Parking Meter Area LLW-494" on portions of sundry streets, be and the same is hereby amended as it relates to the following:

Meter Nos. 494-4012, 494-4112, 494-4113, 494-4114, 494-4014, 494-4015 and 494-4016, 2-hour limit, located at 4724 North Western Avenue and 4738 North Western Avenue

by striking: "2-hours"

and inserting in lieu thereof: "1-hour".

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

REGULATIONS PRESCRIBED AND AMENDED IN REFERENCE
TO PARKING OF VEHICLES ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted seven proposed ordinances (under separate committee reports) recommending that the City Council pass said ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the parking of vehicles.

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

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

Nays -- None.

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

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

Prohibition Against Parking of Vehicles At All Times.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
South Ada Street (east side)	From 66th Street to a point 40 feet north thereof;
West Addison Street (north side)	Adjacent to No. 7710 (driveway);
North Ashland Avenue	At 1550 (either side of driveway);
West Archer Avenue (south side)	From South Nordica Avenue to South Nottingham Avenue -- trucks only;
South Artesian Avenue (east side)	From a point 64 feet north of West 70th Street to a point 25 feet north thereof: (6953 South Artesian Avenue) -- Handicapped Parking Permit No. 1060;
West Arthur Avenue (north side)	Between North Ashland Avenue and North Clark Street;
North Austin Avenue (west side)	From West Montrose Avenue to the first alley south thereof;
South Avenue "M" (east side)	From a point 174 feet north of East 96th Street to a point 25 feet north thereof: (9533 South Avenue "M") -- Handicapped Parking Permit No. 1045;
North Avers Avenue (east side)	From a point 285 feet south of West Leland Avenue to a point 25 feet south thereof: (4631 North Avers Avenue) -- Handicapped Parking Permit No. 1063;
North Avondale Avenue (south side)	From a point 30 feet west of North Pulaski Road to a point 25 feet west thereof: (3830 North Avondale Avenue) -- Handicapped Parking Permit No. 1014;
West Barry Avenue (north side)	From a point 215 feet west of North Cicero Avenue to a point 25 feet west thereof: (4824 West Barry Avenue) -- Handicapped Parking Permit No. 1079;

Public Way	Area
South Blackstone Avenue (east side)	From a point 41 feet south of East 67th Street to a point 30 feet south thereof;
South Bonfield Street (east side)	From a point 652 feet north of South Lyman Street to a point 25 feet north thereof: (2915 South Bonfield Street) -- Handicapped Parking Permit No. 1037;
North California Avenue (east side)	From a point 240 feet north of West Albion Avenue to a point 25 feet north thereof: (6625 North California Avenue) - - Handicapped Parking Permit No. 1076;
South California Avenue (both sides)	From West 31st Street to a point 175 feet north thereof;
South Champlain Avenue (east side)	From a point 92 feet south of East 106th Street to a point 25 feet south thereof: (10611 South Champlain Avenue) -- Handicapped Parking Permit No. 1011;
South Christiana Avenue (east side)	From a point 245 feet north of West 59th Street to a point 25 feet north thereof: (5835 South Christiana Avenue) -- Handicapped Parking Permit No. 1059
North Clark Street (east side)	From West Grand Avenue to a point 48 feet north thereof;
West Cuyler Avenue (north side)	From a point 85 feet east of North Greenview Avenue to a point 25 feet east thereof: (1480 West Cuyler Avenue) -- Handicapped Parking Permit No. 1046;
South Elizabeth Street (west side)	From a point 280 feet north of West 69th Street to a point 20 feet north thereof: (6832 South Elizabeth Street) -- Handicapped Parking Permit No. 1026;
South Ellis Avenue (west side)	From a point 215 feet north of East 80th Street to a point 25 feet north thereof: (7936 South Ellis Avenue) -- Handicapped Parking Permit No. 385;

Public Way	Area
West Erie Street	Nos. 2346 and 2315, (at either side of driveway);
South Forest Avenue (west side)	From a point 124 feet north of East 105th Street to a point 25 feet north thereof: (10446 South Forest Avenue) -- Handicapped Parking Permit No. 1066;
East Garfield Boulevard	No. 55, at either side of the driveway and also at either side of driveway on South Wabash Avenue (alongside said building) -- no exceptions;
East Garfield Boulevard (south drive)	From a point 132 feet east of South Wabash Avenue to a point 24 feet east thereof;
West George Street (north side)	From a point 120 feet east of North Whipple Street to a point 25 feet east thereof: (3012 West George Street) -- Handicapped Parking Permit No. 1054;
West Haddon Avenue (north side)	From a point 278 feet east of North Kildare Avenue to a point 20 feet east thereof: (4320 West Haddon Avenue) -- Handicapped Parking Permit No. 1067;
South Hamilton Avenue (east side)	From a point 250 feet north of West 79th Street to a point 25 feet north thereof: (7833 South Hamilton Avenue) -- Handicapped Parking Permit No. 1044;
South Harvard Avenue (east side)	From a point 35 feet south of West 81st Street to a point 25 feet south thereof: (8105 South Harvard Avenue) -- Handicapped Parking Permit No. 1050;
South Harvard Avenue (east side)	From a point 530 feet south of West 81st Street to a point 25 feet south thereof: (8153 South Harvard Avenue) -- Handicapped Parking Permit No. 1053.
South Keating Avenue (west side)	From a point 353 feet south of South Archer Avenue to a point 25 feet south thereof: (5244 South Keating Avenue) -- Handicapped Parking Permit No. 1052;

Public Way	Area
South Kedzie Avenue	From West 110th Street, to a point 50 feet south thereof;
North Keeler Avenue	Alongside of No. 3501 North Milwaukee Avenue -- Driveway;
South Kildare Avenue (west side)	From a point 389 feet south of West 61st Street, to a point 25 feet south thereof: (6140 South Kildare Avenue) -- Handicapped Parking Permit No. 1088.
South Kimbark Avenue (east side)	From a point 220 feet south of East 73rd Street to a point 25 feet south thereof: (7321 South Kimbark Avenue) -- Handicapped Parking Permit 1029;
North Kostner Avenue (east side)	From a point 27 feet south of West LeMoyne Avenue to a point 25 feet south thereof: (1445 North Kostner Avenue) -- Handicapped Parking Permit 1035;
North Lawler Avenue (west side)	From a point 20 feet north of West Palmer Street to a point 17 feet north thereof: (2200 West Lawler Avenue) -- Handicapped Parking Permit 1068;
South Lowe Avenue (east side)	From a point 463 feet south of West 33rd Street to a point 25 feet south thereof: (3347 South Lowe Avenue) -- Handicapped Parking Permit 1039;
North Mango Avenue (east side)	From a point 350 feet north of West Higgins Avenue to a point 25 feet north thereof: (5021 North Mango Avenue) -- Handicapped Parking Permit 1018;
South Mainstee Avenue (east side)	From East 95th Street to a point 152 feet north thereof;
South Maplewood Avenue (west side)	From a point 197 feet south of West 47th Street to a point 25 feet south thereof: (4720 South Maplewood Avenue) -- Handicapped Parking Permit 1064;
South May Street	From a point 146 feet south of West

Public Way	Area
(west side)	31st Street to a point 23 feet south thereof: (3114 South May Street) -- Handicapped Parking Permit 1078;
South Mobile Street (east side)	From a point 64 feet north of West 58th Street to a point 25 feet north thereof: (5753 South Mobile Avenue) -- Handicapped Parking Permit 1058;
West Monroe Street (south side)	From a point 230 feet west of South Washtenaw Avenue to a point 25 feet west thereof;
North Monticello Avenue (west side)	From a point 40 feet south of West Argyle Street to a point 25 feet south thereof: (4954 North Monticello Avenue) -- Handicapped Parking Permit 1071;
North Monticello Avenue (east side)	From a point 280 feet north of West Belle Plaine Avenue to a point 25 feet north thereof; (4129 North Monticello) -- Handicapped Parking Permit 1048;
South Morgan Street (west side)	From a point 210 feet north of West 77th Street to a point 25 feet north thereof: (7636 South Morgan Street) - - Handicapped Parking Permit 1049;
South Morgan Street (east side)	From a point 95 feet south of West 86th Street to a point 25 feet south thereof: (8611 South Morgan Street) - - Handicapped Parking Permit 1104;
South Morgan Street (east side)	No. 8413, Handicapped Parking Permit;
North Mozart Street (east side)	From a point 124 feet south of West Devon Avenue to a point 35 feet south thereof;
South Mozart Street (west side)	From a point 165 feet south of West 58th Street to a point 25 feet south thereof: (5816 South Mozart Street) - - Handicapped Parking Permit 1040;
South Nordica Avenue (west side)	From West Archer Avenue to the first alley south thereof;

Public Way	Area
South Paulina Street (east side)	From a point 210 feet south of West 48th Street to a point 25 feet south thereof: (4819 South Paulina Street) - - Handicapped Parking Permit 1041;
South Racine Street (west side)	From a point 156 feet north of West 64th Street to a point 25 feet north thereof;
South Richmond Street (east side)	From a point 320 feet south of West 59th Street to a point 25 feet south thereof: (5933 South Richmond Street) -- Handicapped Parking Permit 1051;
North Ridge Avenue	From a point 390 feet south of West Devon Avenue to a point 60 feet south thereof;
North Rockwell Street (west side)	From a point 31 feet north of West Granville Avenue to a point 25 feet north thereof: (6202 North Rockwell Street) -- Handicapped Parking Permit 1031;
West Roscoe Street (north side)	From a point 216 feet west of North Lavergne Avenue to a point 25 feet west thereof: (5020 West Roscoe Street) -- Handicapped Parking Permit 1061;
South Saginaw Avenue (west side)	From a point 284 feet south of East 81st Street to a point 25 feet south thereof: (8130 South Saginaw Avenue) -- Handicapped Parking Permit 1072;
North Troy Street (east side)	From a point 30 feet north of West Winona Street to a point 25 feet north thereof: (5137 North Troy Street) -- Handicapped Parking Permit 1062;
South Wabash Avenue (east side)	From a point 191 feet south of East 47th Street to a point 23 feet south thereof;
South Walden Parkway (west side)	From a point 122 feet north of West 107th Street to a point 25 feet north thereof: (10644 South Walden Parkway) - - Handicapped Parking Permit 1070;

Public Way	Area
North Western Avenue (east side)	Driveway;
North Whipple Avenue (west side)	From a point 110 feet north of West Byron Street to a point 25 feet north thereof: (3912 North Whipple Street) -- Handicapped Parking Permit 1036;
West Winnemac Avenue (south side)	From a point 190 feet east of North Lamon Avenue to a point 25 feet east thereof: (4839 West Winnemac Avenue) - - Handicapped Parking Permit 1047;
West Winona Street (north side)	From a point 90 feet east of North Winchester Avenue to a point 25 feet east thereof: (1920 West Winona Avenue) -- Handicapped Parking Permit 1056;
South Wolcott Avenue (west side)	From a point 345 feet south of West 51st Street to a point 25 feet south thereof: (5136 South Wolcott Avenue) -- Handicapped Parking Permit 1042;
West 46th Street (south side)	From a point 60 feet east of South Princeton Avenue to a point 25 feet east thereof: (255 West 46th Street) - - Handicapped Parking Permit 1038;
East 55th Street (north side)	From a point 108 feet west of the west curb line of South Woodlawn Avenue to a point 50 feet west thereof;
West 60th Place (south side)	From a point 30 feet east of South Central Park Avenue to a point 25 feet east thereof: (3553 West 60th Place) -- Handicapped Parking Permit 1057;
East 92nd Street (south side)	No. 2401-2431;
West 93rd Street (north side)	South Emerald Avenue and South Halsted Street.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amend Parking Prohibition At All Times.

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

SECTION 1. That an ordinance passed by the City Council on May 9, 1973, page 5525 of the Journal of the Proceedings of the said date, prohibiting the parking of vehicles at all times on portions of sundry streets, be and the same is hereby repealed by striking therefrom, the following:

"North Bosworth Avenue
(east side)

From a point 210 feet south of West
Diversey Parkway to a point 185 feet
south thereof"

and

"North Bosworth Avenue
(west side)

From a point 230 feet south of West
Diversey Parkway to a point 130 feet
south thereof."

SECTION 2. That an ordinance heretofore passed by the City Council on September 10, 1975, page 1186, of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"South Champlain Avenue
(east side)

From East 115th Street to East
Kensington Avenue"

and inserting in lieu thereof:

"South Champlain Avenue
(east side)

From East 115th Street to a point
210 feet south of East 115th Street".

SECTION 3. That an ordinance passed by the City Council on September 15, 1982, printed on page 12351 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at any time on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"West Fletcher Street

5343, Handicapped Permit 466".

SECTION 4. Ordered, that the Commissioner of Public Works is hereby authorized and directed to give consideration to the removal of "No Parking" sign in front of 1369 East Hyde Park Boulevard.

SECTION 5. That an ordinance passed by the City Council on May 10, 1961, printed on page 4909, of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"North Long Avenue
(west side)

From West Addison Street to the
first alley north thereof."

and inserting in lieu thereof:

"North Long Avenue
(both sides)

From West Addison Street to the
first alley north thereof".

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Against Parking of Vehicles During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way

Limits and Time

West Greenleaf Avenue
(south side)

From North Western Avenue to
the first alley west thereof --hours: 9:00
A.M. to 5:00 P.M. --Monday through
Saturday;

North Hoyne Avenue
(west side)

From a point 309 feet south of West
Chicago Avenue to a point 25 feet south
thereof -- hours: 9:00 A.M. to 5:00 P.M. --
Monday through Saturday;

South Halsted Street

From South Archer Avenue to West 47th
Street -- hours: (west side) 4:00 P.M. to
6:00 P.M. -- Monday through Friday (east
side) -- 7:00 A.M. to 9:00 A.M. -- Monday
through Friday;

South Menard Avenue
(both sides)

From Archer Avenue to the 1st alley
south thereof -- hours: 7:00 A.M. to 9:00
A.M. -- Monday through Friday;

South University Avenue
(east side)

From a point 162 feet south of East
58th Street to a point 25 feet south
thereof -- hours: 10:00 A.M. to 4:00 P.M. -
- Tuesday through Saturday -- except for
handicapped;

Public Way	Limits and Time
West 73rd Street (north side)	From South Albany Avenue to 1st alley west of South Troy Street;
(south side)	and From South Albany Avenue to South Kedzie Avenue -- hours: 8:00 A.M. to 10:00 A.M. also 2:00 P.M. to 4:00 P.M. -- except Sundays and holidays;
West 107th Street (north side)	From a point 20 feet west of South Harding Avenue to a point 62 feet west thereof -- Monday through Friday -- 9:00 A.M. to 5:00 P.M.;
West 107th Street (south side)	From a point 20 feet west of South Harding Avenue, to a point 52 feet west thereof -- Monday through Friday -- 9:00 A.M. to 5:00 P.M.;
West 110th Place (south side)	From South Longwood Drive to a point 285 feet west thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amend Prohibition Against Parking of Vehicles During
Specified Hours.*

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

SECTION 1. That an ordinance passed by the City Council on 2-10-82, on page 9552, of the Journal of the Proceedings of said date, prohibiting parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"North Kedzie Avenue (east side)	From West Belmont Avenue to West Roscoe Street -- 4:00 P.M. to 6:00 P.M. -- Monday thru Saturday".

SECTION 2. That an ordinance passed by the City Council on 10-14-59, page 1006 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"North Nordica Avenue
(both sides)

1600 block -- 8:00 A.M. to 9:00
P.M. -- Fridays".

SECTION 3. That an ordinance passed by the City Council on June 15, 1982, printed on page 7299, of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of designated streets be and the same is hereby amended by striking therefrom the following:

"West 73rd Street
(both sides)

From S. Albany Avenue to South Troy
Street -- 8:00 A.M. to 10:00 A.M. --
Monday thru Friday".

SECTION 4. That an ordinance passed by the City Council on December 6, 1961, page 5876 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry steets, be and the same is hereby amended by striking therefrom the following:

"West 73rd Street
(both sides)

From South Troy Street to South
Kedzie Avenue -- 7:00 A.M. to 6:00 P.M. -
- Monday thru Saturday".

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Residential Parking Established.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below-named streets are hereby designated as residential parking, for the following locations:

Street	Limits
West Bryn Mawr Avenue (south side)	8400 block;
West Bryn Mawr Avenue (south side)	8500 block from Chester to Delphia Avenue;
South Harding Avenue (both sides)	From West 102nd Street to West 102nd Place -- at all times (7-days a week);
North Oketo Avenue	Between North Avondale Avenue and

Street	Limits
(both sides)	West Ishman Avenue -- establishment of Zone 63 -- at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment of Service Drive.

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below named streets are hereby designated as service drives, and further pursuant to said section, diagonal parking is hereby permitted in said newly designated locations:

Street	Limits
North Meade Avenue	2803 from West Diversey Avenue to the first alley north thereof;
South Nagle Avenue (both sides)	From West Archer Avenue to the first alley north thereof;
South Nashville Avenue (both sides)	From West Archer Avenue to the first alley south thereof;
South Natchez Avenue (both sides)	From West Archer Avenue to the first alley north/south thereof;
South Natoma Avenue (both sides)	From West Archer Avenue to the first alley south thereof;
South Neenah Avenue (both sides)	From West Archer Avenue to first alley north/south thereof;
South Nordica Avenue (both sides)	From West Archer Avenue to the first alley north thereof;
South Nordica Avenue (west side)	From West Archer Avenue to the first alley south thereof;
South Normandy Avenue (east side)	From West Archer Avenue to the first alley north thereof;
South Normandy Avenue	From West Archer Avenue to the

Street	Limits
(both sides)	first alley north/south thereof;
North Nottingham Avenue (both sides)	From West Archer Avenue to the first alley north thereof;
South Newcastle Avenue (both sides)	From West Archer Avenue to the first alley north/south thereof;
North Newland Avenue (west side)	Alongside the premises located at 6934 West Diversey Avenue;
South Newland Avenue (both sides)	From West Archer Avenue to the first alley north/south thereof;
South Neva Avenue (both sides)	From West Archer Avenue to the first alley north thereof;
South Sayre Avenue (west side)	From West Archer Avenue to the first alley south thereof;
South Sayre Avenue (both sides)	From West Archer Avenue to the first alley north and south thereof.

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

Diagonal Parking Established.

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as diagonal parking, for the following location:

Street	Limits
West Cornelia Avenue (both sides)	From 3950-3951 west to North Pulaski Road.

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

TRAFFIC LANE TOW AWAY ZONES ESTABLISHED ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a proposed ordinance recommending that the City Council pass said proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on June 26, and July 9, 1985).

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following location is hereby designated as a Traffic Lane Tow Away Zone between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

Public Way	Limits and Time
North Clark Street	No. 1750, at either side of driveway;
North Broadway (east side)	No. 5845;
East and West Madison Street (north side)	From North Jefferson Street to North Michigan Avenue;
North Racine Avenue (east side)	From West Grace Street to dead end north thereof: "No Parking Ball Games" Saturday and Sunday -- 9:00 A.M. to 6:30 P.M.;
East and West Washington Street (south side)	From North Jefferson Street to North Michigan Avenue;
North Wells Street	No. 1749, at either side of driveway;
West Wellington Avenue (north side)	Between North Dayton Street and North Wilton Street.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

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

Nays -- None.

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

ESTABLISHMENT OF TRAFFIC WARNING SIGNS ON
PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders previously referred to the committee on April 18, 25, May 15, 29, June 12, 26 and July 9, 1985):

Ordered, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type of Sign
West Balmoral Avenue and North Olcott Avenue	"3-Way Stop" signs;
West Berenice Avenue and North Mobile Avenue stopping Berenice Avenue	"Stop" signs;
East and westbound on West Bloomingdale Avenue at intersection of North Sayre Avenue	"Stop" signs;
West Bryn Mawr Avenue and North Ashland Avenue (all corners)	"No Turn on Red 7:00 A.M. to 7:00 P.M." signs;
South Carpenter Street and West 54th Street stopping southbound Carpenter Street	"Stop" signs;
West Catalpa Avenue and North Oriole Avenue	"All-Way Stop" signs;
North Central Park Avenue and West School Street stopping southbound Central Park Avenue	"Stop" signs;
West Cermak Road and South Oakley Avenue	"All-Way Stop" signs;

Street	Type of Sign
West Cornelia Avenue and North Nagle Avenue stopping Cornelia Avenue	"2-Way Stop" signs;
Stopping West Dakin Avenue for Lavergne Avenue	"1-Way Stop" sign;
West Dakin Street and North Normandy Avenue	"3-Way Stop" signs;
West Eddy Street and North Lakewood Avenue	"Stop" signs;
West Eddy Street and North Meade Avenue	"Stop" signs;
Stopping South Ewing Avenue for East 118th Street	"Stop" signs;
West Farragut Avenue and North MontClare Avenue stopping east/west on Farragut Avenue	"2-Way Stop" signs;
East and westbound traffic on West Flournoy Street at the intersection of South Loomis Street	"Stop" signs;
Eastbound on West George Street at intersection of North Merrimac Avenue	"Stop" signs;
West Grace Street and North Kildare Avenue stopping westbound on Grace	"Stop" signs;
Stopping West Haddon Avenue for North Paulina Street	"1-Way Stop" sign;
North Halsted Street (southbound only) and West Diversey Avenue	"No Turn On Red 7:00 A.M. to 7:00 P.M.";
North Harlem Avenue and West Higgins Avenue	"Left Turn Arrows";
Haynes Court and Lyman Street,	"3-Way Stop" signs;

Street	Type of Sign
stopping southbound Haynes Court	
North Hermitage Avenue and West Ainslie Street	"3-Way Stop" signs;
Hiawatha Avenue and Lehigh Avenue	"3-Way Stop" signs;
West Hood Street and North Hoyne Avenue	"4-Way Stop" signs;
North Keeler Avenue and West Argyle Street, stopping north and south traffic on Keeler	"2-Way Stop" signs;
East exit ramp off the Kennedy Expressway and eastbound Higgins Avenue	"2-Way Stop" signs;
North Keystone Avenue and West Ainslie Street, stopping north and south traffic on Keystone	"2-Way Stop" signs;
North Lawndale Avenue and West Belle Plaine Avenue stopping Lawndale Avenue	"Stop" signs;
Northbound traffic on South Lawndale Avenue turning into West 79th Place	"No Left Turn 7:00 A.M. to 9:00 A.M.-- Monday through Friday";
North Lemont Avenue and North Hiawatha Avenue	"4-Way Stop" signs;
North Leoti Avenue and North Leader Avenue	"All-Way Stop" signs;
Stopping North Luna Avenue for West LeMoyne Avenue	"1-Way Stop" sign;
Maria Court and West Leland Avenue	"4-Way Stop" signs;
South Marshfield Avenue and West 54th Street stopping southbound traffic on Marshfield	"Stop" signs;

Street	Type of Sign
North Milwaukee Avenue and West Bryn Mawr Avenue	"No Turn On Red" signs;
North Natchez Avenue and West Cornelia Avenue stopping Natchez Avenue	"Stop" signs;
North/southbound on North Navajo Avenue at the intersection of North Leoti Avenue	"Stop" signs;
Northbound on North Newland Avenue at the intersection of West Bloomingdale Avenue	"Stop" signs;
West North Avenue and North Pulaski Road	"No Turn On Red" signs;
North Odell Avenue and West Pratt Avenue	"3-Way Stop" signs;
North Ottawa Avenue and West Ardmore Avenue	"4-Way Stop" signs;
South Peoria Street and West 51st Place, stopping north and south traffic on Peoria Street	"2-Way Stop" signs;
South Peoria Street and West 53rd Street, stopping north and south traffic on Peoria Street	"2-Way Stop" signs;
West Pratt Avenue and North Bell Avenue stopping Pratt Avenue	"2-Way Stop" signs;
West Roscoe Street and North Karlov Avenue, stopping eastbound Roscoe Street	"Stop" signs;
North and southbound traffic on North Sheffield Avenue at intersection with West Nelson Street	"Flashing Caution Lights";
South St. Louis Avenue and West Marquette Road	"Automatic Traffic Controls";

Street	Type of Sign
North Southport Avenue and West Waveland Avenue stopping north/south traffic on Southport	"2-Way Stop" signs;
Stopping South Stewart Avenue for West 126th Street	"Stop" signs;
South Wentworth Avenue at intersection of West 82nd Street	"Stop" signs;
West 27th Street and South Normal Avenue	"4-Way Stop" signs;
West 31st Place at South Throop Street stopping east-west traffic	"2-Way Stop" signs;
West 33rd Street and South Normal Avenue	"4-Way Stop" signs;
West 33rd and South Parnell Avenue	"4-Way Stop" signs;
West 39th Street and South Damen Avenue	"No Turn On Red" signs;
West 48th Street and South Kenneth Avenue (vicinity of Archer Park)	"All-Way Stop" signs;
West 50th Street and South Aberdeen Street, stopping east and west traffic on 50th Street	"All-Way Stop" signs;
West 52nd Street and South Leamington Avenue	"All-Way Stop" signs;
West 53rd Street and South Avers Avenue	"4-Way Stop" signs;
West 53rd Street and South Carpenter Street, stopping westbound 53rd Street	"Stop" signs;
West 53rd Street and South Harding Avenue	"4-Way Stop" signs;

Street	Type of Sign
West 53rd Place and South Peoria Street, stopping east and west traffic on 53rd Place	"2-Way Stop" signs;
West 54th Street and South Marshfield Avenue, stopping westbound traffic on 54th Street	"Stop" signs;
West 54th Street and South Peoria Street, stopping east and west traffic on 54th Street	"2-Way Stop" signs;
West 58th Street and South Melvina Avenue	"4-Way Stop" signs;
East 61st Street and South Cottage Grove Avenue	"Automatic Traffic Controls";
West 61st Street and South Natchez Avenue	"4-Way Stop" signs;
West 61st Street and South Normal Avenue	"4-Way Stop" signs;
West 62nd Street and South Natchez Avenue	"4-Way Stop" signs;
West 62nd Street and South New England Avenue	"All-Way Stop" signs;
West 64th Street and South Nashville Avenue	"4-Way Stop" signs;
Stopping West 66th Street for Peoria Street	"2-Way Stop" signs;
West 70th Street and South Lowe Avenue	"All-Way Stop" signs;
West 71st Street and South Union Avenue	"All-Way Stop" signs;
West 74th Street and South Aberdeen Avenue	"All-Way Stop" signs;
West 74th Street and South Harvard Avenue	"Stop" signs;

Street	Type of Sign
Stopping West 77th Street for South Sangamon Street	"Stop" sign;
West 78th Street and South Marshfield Avenue	"Stop" signs;
On the east and west corners of 79th and Cregier	"Stop" signs;
West 80th Street and South Albany Avenue	"4-Way Stop" signs;
East/westbound traffic on West 81st Street and South Perry Avenue	"Stop" signs;
West 82nd Street and South Sacramento Avenue	"4-Way Stop" signs;
Stopping West 82nd Street for South Wood Street	"Stop" sign;
Stopping West 108th Street for South Troy Street (northeast and southwest corners)	"2-Way Stop" signs;
East 109th Street and South Mackinaw Avenue	"Stop" signs.

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

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

Nays -- None.

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

AMEND TRAFFIC WARNING SIGNS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as substitute for proposed ordinances and orders previously referred to the committee on May 29 and July 9, 1985):

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

SECTION 1. Ordered, that the Commissioner of Public Works is hereby authorized and directed to cause the removal of "Stop" signs located at the intersection of West Hood Street and North Hamilton Avenue.

SECTION 2. That an ordinance previously passed by the City Council prior to 1940, which prohibits vehicular traffic from "No Left Turn" on portions of sundry streets, be and the same is hereby amended by striking there from the following:

"West Lawrence Avenue and North Kimball Avenue all four corners".

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

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

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

Nays -- None.

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

THRU TRAFFIC PROHIBITED SIGNS AUTHORIZED AT
SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on April 18 , May 15, June 26, July 9, and August 7, 1985):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to Thru Traffic Prohibited at the following locations:

Public Way	Area
Entrances to the	East-west alley bounded by Archer Avenue, West 54th Street, and South Mobile Avenue, and South Merrimac Avenue;
Entrances to the	East-west alley bounded by West Archer Avenue, West 56th Street, South Nottingham Avenue, and South Nordica Avenue;
1st alley	East of South California Avenue between West 65th Street and West Marquette Road;
Alleyways	Between South Narragansett Avenue and South Natchez Avenue and West 63rd Place and West 63rd Street;
North-south	Alley of the 6100 block between South Oak Park Avenue and South Rutherford Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

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

Nays -- None.

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

REMOVAL OF TRAFFIC SIGNS AT SUNDRY LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 9, 1985.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety to which were referred (Sept. 6, 1985) the following correspondent from the Commissioner of Public Works, Bureau of Traffic Engineers Operations for removal of signs from different locations all over the City of Chicago, due to the lack of payment or at the request, begs leave to recommend that Your Honorable Body do *Pass* the following locations submitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting votes.

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

Alderman Laurino moved to *Concur In* the committee's recommendation. The motion *Prevailed* by yeas and nays as follows:

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

Nays -- None.

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

The following is a list of locations for sign removal:

No Parking Any Time.

Ward 1	South Ada Street west side from a point south of West Flournoy Street to a point 25 feet south thereof (710 South Ada Street): Parking Prohibited At All Times except Handicapped Parking Permit 668: Passed 10-12- 83, Page 2340;
Ward 12	South Albany Avenue east side from a point 185 feet north of West 45th Street to a point 25 feet north thereof (4437 South Albany Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 239: Passed 9-10-80, Page 3714;
Ward 14	South Artesian Avenue west side from a point 390 feet south of West 53rd Street to a point 25 feet south thereof (5340 South Artesian Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 833: Passed 12-18-84 , Page 12042;
Ward 47	West Argyle Street north side from a point 120 feet west of North Leavitt Street to a point 25 feet west thereof (2212 West

Argyle Street): Parking Prohibited At All Times except Handicapped Parking Permit 707: Passed 12-28-83, Page 4437;

Ward 39 North Bernard Avenue east side from a point 105 feet south of West Carmen Avenue to a point 20 feet south thereof (5001 North Bernard Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 196: Passed 2-14-80, Page 2379;

Ward 47 North Clark Street west side from a point 290 feet north of West Lawrence Avenue to a point 50 feet north thereof: No Parking Any time: Passed 3-14-69, Page 5136;

Ward 6 South Ellis Avenue west side from a point 200 feet south of East 71st Street to a point 25 feet south thereof (7120 South Ellis Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 182: Passed 2-14-80, Page 2379;

Ward 45 West Foster Avenue south side from a point 135 feet east of North Marmora Avenue to a point 25 feet east thereof (5845 West Foster Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 388: Passed 3-2-82, Page 9782;

Ward 7 South Houston Avenue east side from a point 55 feet south of East 89th Street to a point 25 feet south thereof (8907 South Houston Avenue): Parking Prohibited At All except Handicapped Parking Permit 650: Passed 10-12-83, Page 2341;

Ward 37 West Huron Street south side from a point 280 east of North Lavergne Avenue to a point 25 feet east thereof (4931 West Huron Street): Parking Prohibited At All Times except Handicapped Parking Permit 957: Passed 4-25--85, Page 15832;

Ward 13 South Kedvale Avenue west side from a point 180 feet south of West 62nd Street to a point 25 feet south thereof (6218 South Kedvale Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 524: Passed 12-8-82, Page 13968;

Ward 36 North Linder Avenue east side from a point 245 feet north of West George Street to a point 25 feet north thereof (2925 North Linder Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 457: Passed 6-30-82, Page 11293;

Ward 39 North Monticello Avenue west side from a point 317 feet north of West Peterson Avenue to a point 17 feet north thereof (6034 North Monticello Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 37: Passed 11-15-79, Page 1298;

- Ward 36 North Monitor Avenue west side from a point 174 feet south of West Grand Avenue to a point 25 feet south thereof (2144 North Monitor Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 169: Passed 9-26-79, Page 963;
- Ward 47 West Newport Avenue north side from a point 125 feet east of North Wolcott Avenue to a point 25 feet east thereof (1838 West Newport Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 442: Passed 5-27-82, Page 10883;
- Ward 41 North Overhill Avenue east side from a point 468 feet south of West Touhy Avenue to a point 25 feet south thereof (7117 North Overhill Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 311: Passed 2-11-81, Page 5478;
- Ward 21 South Perry Avenue east side from a point 65 feet south of West 96th Street to a point 25 feet south thereof (9607 South Perry Avenue): Parking Prohibited At All Times except Handicapped Permit 181: Passed 2-14-80, Page 2380;
- Ward 6 South Prairie Avenue east side from a point 30 feet north of East 77th Street to a point 25 feet north thereof (7655 South Prairie Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 380: Passed 2-10-82, Page 9531;
- Ward 18 South Pulaski Road east side from West 86th Street to a point 85 feet north thereof: No Parking Any Time: Passed 12-23-83, Page 4439;
- Ward 41 North Reserve Avenue east side from a point 85 feet north of West Foster Avenue to a point 25 feet north thereof (5211 North Reserve Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 600: Passed 6-28-83, Page 306;
- Ward 14 South Rockwell Street east side from a point 157 feet north of West 57th Street to a point 25 feet north thereof (5643 South Rockwell Street): Parking Prohibited At All Times except Handicapped Parking Permit 282: Passed 2-11-81, Page 5478
- Ward 39 North Springfield Avenue west side from a point 74 feet south of West Leland Avenue to a point 25 feet south thereof (4640 North Springfield Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 194: Passed 2-14-80, Page 2389;
- Ward 24 South Trumbull Avenue west side from a point 220 feet north of West 21st Street to a point 25 feet north thereof (1946 South Trumbull Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 866: Passed 2-13-85, Page 13557

- Ward 27 West Wilcox Street north side from a point 245 feet west of Washtenaw Avenue to a point 22 feet west thereof (2724 West Wilcox Street): Parking Prohibited At All Times except Handicapped Parking Permit 41: Passed 9- 13-78, Page 8317;
- Ward 50 North Wolcott Avenue west side from a point 170 feet north of West Hood Avenue to a point 25 feet north thereof (1910 West Hood Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 570: Passed 3-9-83, Page 16378;
- Ward 11 South Union Avenue west side from a point 79 feet north of West 30th Street to a point 23 feet north thereof (2950 South Union Avenue): Parking Prohibited At All Times except Handicapped Parking Permit 648: Passed 9-25-84, Pages 9698-9699.
- No Parking Loading Zone.*
- Ward 11 Archer Avenue west side from a point 120 feet south of Halsted Street to a point 42 feet south thereof; No Parking Loading Zone, 8:00 -- 4:00 Monday -- Saturday; Passed 3-10-54, Page 7035;
- Ward 32 1436-1438 North Ashland Avenue; No Parking Loading Zone; Passed 4-21-82, Page 10383;
- Ward 32 Ashland Avenue west side from a point 410 feet south of Blackhawk Street to a point 25 feet south thereof; No Parking Loading Zone, 8:00 -- 6:00 except Sundays and holidays; Passed 11-16-64, Page 3346;
- Ward 32 West Belmont Avenue north side from a point 160 feet east of North Western Avenue to a point 40 feet east thereof; No Parking Loading Zone 5:00 -- 4:00 Monday -- Saturday; Passed 3-28-79, Page 9858;
- Ward 31 912 North California Avenue; No Parking Loading Zone 9:00 -- 6:00 Monday -- Saturday; Passed 9-20-50, Page 6883;
- Ward 3 5106 South Calumet Avenue; No Parking Loading Zone, 8:00 -- 6:00 except Sundays and holidays; Passed 9-10-48, Page 2842;
- Ward 25 Cermak Road south side from a point 190 feet west of Wood Street to a point 25 feet west thereof; No Parking Loading Zone, 9:00 -- 6:00 Monday -- Saturday; Passed 7- 28-61, Page 5364;
- Ward 35 West Diversey Avenue north side from a point 51 feet east of North Drake Avenue to a point 30 feet east thereof; No Parking Loading Zone, 8:00 -- 4:00; Passed 8-10-79, Page 659;

- Ward 40 Francisco Avenue west side from Montrose Avenue to alley south; No Parking Loading Zone, 8:00 -- 6:00 Monday -- Friday; Passed 6-24-60, Page 2837:
- Ward 27 West Fulton Street south side from a point 50 feet west of North Jefferson Street to a point 30 feet west thereof; No Parking Loading Zone, 8:00 -- 6:00 except Sundays and holidays; Passed 12-19-62, Page 8831:
- Ward 40 West Leland Avenue north side from a point 50 feet east of Kedzie Avenue to a point 35 feet east thereof; No Parking Loading Zone, 8:00 -- 6:00 Monday -- Friday; Passed 12-13-74, Page 9400:
- Ward 27 160 North Peoria Street; No Parking Loading Zone, 8:00 -- 6:00 Monday -- Friday; Passed 1-26-53, Page 4160:
- Ward 33 Talman west side from a point 160 feet north of Diversey to a point 50 feet north thereof; No Parking Loading Zone, 6:00 -- 6:00 except Saturdays, Sundays and holidays; Passed 4-29-70, Page 8511:

Parking Prohibited During Specified Hours.

- Ward 26 900 North Ogden Avenue; No Parking 8:00 -- 6:00 Monday -- Saturday; Passed 10-31-51, Page 1139:
- Ward 37 North Tripp Avenue east side from a point 155 feet south of West Bloomingdale Avenue to a point 45 feet south thereof; No Parking 8:00 -- 6:00 Monday -- Saturday; Passed 3-6-63, Page 9058:

Parking Limited During Specified Hours.

- Ward 40 North California Avenue west side at Cullom 1 Hour Parking, 9:00 -- 6:00 Monday -- Friday; Passed 2-25-70, Page 7967:
- Ward 37 South Central Avenue west side 20 feet south of the east/west service drive of Chicago & Great Western R.R. tracks to 40 feet south thereof; 1 Hour Parking 9:00 -- 6:00; Passed 3-2-60, Page 2122:
- Ward 35 North Kildare Avenue east side from a point 20 feet north of West Schubert Avenue to a point 100 feet north thereof; 1 Hour Parking 8:00 -- 6:00 except Saturdays, Sundays and holidays; Passed 3-6-68, Page 2353:

- Ward 37 North Long Avenue west side from a point 20 feet south of Lake Street to a point 50 feet south thereof; 1 Hour Parking, 8:00 -- 6:00 except Sundays and holidays; Passed 9-19-57, Page 6024:
- Ward 1 West Polk Street south side from a point 30 feet west of Leavitt to the first alley; 30 Minute Parking 9:00 -- 5:00 except Sundays and holidays; Passed 6-26-75, Page 807:
- Ward 43 West Webster Avenue south side from a point 30 feet west of North Clybourn Avenue to a point 45 feet west thereof; 30 Minute Parking, 9:00 -- 6:00 Monday -- Friday; Passed 3-6-63, Page 9058:
- Ward 11 West 31st Street north side from a point 60 feet west of South Keeley Street to a point 30 feet west thereof; 1 Hour Parking, 9:00 -- 6:00 except Sundays and holidays; Passed 3-26-58, Page 7446:

WEIGHT LIMITATION ESTABLISHED ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on May 15 and June 12, 1985):

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way	Limits and Maximum Load
West Berenice Avenue	From North Austin Avenue to North Meade Avenue -- 5-tons;
West Pensacola Avenue	The 5600 block -- from North Central Avenue to North Major Avenue -- 5- tons.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

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

Nays -- None.

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

Failed to Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ETC.
(Adverse Committee Recommendations).

The Committee on Traffic Control and Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Laurino moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: "Shall the proposed ordinances or proposed orders Pass, notwithstanding the committee's adverse recommendations?" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

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

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

The committee report listing said ordinances and orders which *Failed to Pass*, reads as follows:

CHICAGO, October 9, 1985.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (July 8, 1980, May 5, October 15, 1982, March 9, September 28, November 9, 1983, September 6, October 31, 1984, February 4, 13, March 20, April 18, 25, May 15, 29, June 12, 26 and July 9, 1985) concerning traffic regulations and traffic signs, etc. as follows:

Parking Prohibited At All Times:

North Avers Avenue (east side)	At 4631;
West Barry Avenue (south side)	Between 1017 and 1021;
West Belle Plaine Avenue (south side)	From 4919 to a point 10 feet east/ west of center point of drive-way;
North California Avenue	At 3108 (at either side of drive);
West Cortland Street (south side)	At 2023;
West Cuyler Avenue (south side)	From 4933 to a point 10 feet east/ west of the center of driveway;
South Essex Avenue	At 7717;
North Pulaski Road	At 2121 between the driveway and the alley;
West Van Buren Street (south side)	From South Homan Avenue to South St. Louis Avenue;
West Van Buren Street (north side)	From South Trumbull Avenue to South St. Louis Avenue;
South Vincennes Avenue (east side)	From 7049 to the corner south thereof;
South Washtenaw Avenue (west side)	At 6416;
South Whipple Street	At 6613;
South Wolcott Avenue (east side)	At 3701;
East 78th Street (north side)	At 2708;
West 111th Street (south side)	From South Sawyer Avenue to a point 30 feet west thereof;

Parking Prohibited During Specified Hours:

West Rice Street

At 2107 (in front of and including driveway) -- 8:00 A.M. to 6:00 P.M. - - Monday through Saturday;

Parking Limited During Specified Hours:

West Wrightwood Avenue
(north side)

From North Cicero Avenue to the first alley west thereof -- 1 hour -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Single Direction:

Blackstone Avenue

From 4900 south to 5100 south -- northerly;

South Langley Avenue

From East 105th Place to East 108th Place -- southerly;

West Wilson Avenue

From North Kildare Avenue to North Kilpatrick Avenue -- westerly;

West 68th Street

From South California Avenue to South Ashland Avenue -- easterly;

Speed Limitations:

West Ardmore Avenue

From North Ridge Avenue to North Ashland Avenue -- 15 m.p.h.;

North Narragansett Avenue

From West Addison Street to West Irving Park Road -- 30 m.p.h.;

North Narragansett Avenue

From West Irving Park Road to West Montrose Avenue -- 30 m.p.h.;

West Victoria Street

From North Ridge Avenue to North Ashland Avenue -- 15 m.p.h.;

South Vincennes Avenue

From West 80th Street to West 80th Place -- 15 m.p.h.;

Weight Limitation:

North Ottawa Avenue

From Forest Preserve Drive to West Irving Park Road -- 5 tons;

Parking Meters:

North Clark Street At 3151-(4);

Loading Zones:

West Devon Avenue At 2545 -- 8:00 A.M. to 6:00 P.M. --
Monday through Saturday -- 40 feet;

West Grace Street At 1222 -- 8:00 A.M. to 12 midnight - -
Monday through Saturday;

North Western Avenue From the alley at approximately 2054 (west side)south to 2050 North Western Avenue approximately 50 feet -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;

Residential Parking:

West Olive Street From North Clark Street to North
Hermitage Avenue;

Traffic Lane-Tow Away Zone:

South Richmond Street (both sides) From West Archer Avenue to the first alley north and south thereof;

Traffic Warning Signs and Signals:

(June 12, 1985) -- "Stop" sign -- East/westbound on West Altgeld Street at intersection of North Surrey Court;

(May 29, 1985) -- "3-Way Stop" sign -- North Brodman Avenue, North Forestview Avenue and North Potawatomi Avenue;

(July 9, 1985) -- "Stop" sign -- South Calumet Avenue and East 77th Street, stopping southbound traffic on Calumet Avenue;

(August 7, 1985) -- "Stop" sign -- Northwest corner of South Carpenter Street at intersection of West 65th Street;

(May 5, 1982) -- "Automatic Traffic Control" signal -- West Catalpa Avenue and North Lincoln Avenue;

(June 12, 1985) -- "4-Way Stop" sign -- West Estes Avenue and North Paulina Street;

(April 18, 1985) -- "Stop" sign -- Fulton Street at Laramie Avenue;

Traffic Warning Signs and Signals:

(June 12, 1985) -- "4-Way Stop" sign -- Corners of Greenwood at 93rd Street;

(May 15, 1985) -- "Stop" sign -- North/westbound traffic at the intersection of West Huron Street and North Spaulding Avenue;

(July 9, 1985) -- "2-Way Stop" sign -- South King Drive and East 84th Street, stopping north/south traffic on King Drive;

(July 9, 1985) -- "2-Way Stop" sign -- South King Drive and East 85th Street, stopping north/south traffic;

(September 6, 1984) -- "Automatic Traffic Control" sign -- North Knox Avenue and West Montrose Avenue;

(May 29, 1985) -- "Stop" sign -- South Langley Avenue and East 112th Street, stopping south/northbound traffic on Langley Avenue;

(May 29, 1985) -- "Stop" sign -- South Langley Avenue and East 114th Street, stopping northbound traffic on Langley Avenue;

(May 29, 1985) -- "2-Way Stop" sign -- South Leavitt Street and West 97th Street, stopping north/south traffic on Leavitt Street;

(June 26, 1985) -- "All-Way Stop" sign -- North Mohawk Street and West Blackhawk Street;

(September 28, 1983) -- "Automatic Traffic Control" signal -- West Montrose Avenue and North Knox Avenue;

(May 29, 1985) -- "2-Way Stop" sign -- South Racine Avenue and West 61st Street, stopping north/south traffic on Racine Avenue;

(June 12, 1985) -- "Stop" sign -- North/southbound traffic on South Racine Avenue at the intersection of West 61st Street;

(June 12, 1985) -- "Stop" sign -- North Ridgeway Avenue and West Argyle Street, stopping Ridgeway Avenue;

(May 29, 1985) -- "4-Way Stop" sign -- West Schubert Avenue and North Lakewood Avenue;

(May 29, 1985) -- "Stop" sign -- East/westbound on West Wrightwood Avenue at the intersection of North Lakewood Avenue;

(May 29, 1985) -- "4-Way Stop" sign -- West 48th Street and South Princeton Avenue;

(July 9, 1985) -- "Stop" sign -- 54th Place and South Harper, controlling traffic going east/west;

(May 15, 1985) -- "2-Way Stop" sign -- West 56th Street and South Christiana Avenue, stopping east/west traffic on 56th Street;

(June 26, 1985) -- "Stop" sign -- West 79th Street and South Seeley Avenue;

(June 26, 1985) -- "All-Way Stop" sign -- West 83rd Place and South Homan Avenue;

(June 26, 1985) -- "All-Way Stop" sign -- West 84th Street and South Kostner Avenue;

(June 26, 1985) -- "Stop" sign -- East 87th Street and South Phillips Avenue;

(June 26, 1985) -- "Stop" sign -- East 106th Street and South Champlain Avenue;

(June 26, 1985) -- "2-Way Stop" sign -- East 109th Street and South Vernon Avenue, stopping east/west traffic on 109th Street;

(May 29, 1985) -- "Stop" sign -- East/westbound on West 118th Street at South Peoria Street;

Thru Traffic Prohibited:

Entrances to the north/
south alley

Bounded by Archer Avenue, West
55th Street, South Merrimac Avenue and
South Meade Avenue;

No Outlet Sign:

North Leavitt Street
(south side)

At West Rosemont Avenue;

U Turn Permitted:

West 109th Street

And South Halsted Street;

Children Crossing Signs:

West Hood Street

And North Hoyne Avenue;

West Lunt Avenue

And North Oakley Avenue;

South Maplewood Avenue

From West 101st Street to West 103rd
Street - Children Playing;

South Vincennes Avenue

Between West 80th Street and West 80th
Place;

Amend - Parking Prohibited At All Times:

Removal of signs in front of 4252 South Archer Avenue;

Removal of signs in front of 5116-5126 West Madison Street;

Removal of signs located at North Western Avenue from a point 40 feet south of West Howard Street to the first alley south thereof;

Amend - Single Direction Signs:

Amend ordinance passed 6-24-59, page 521 related to West Cornelia Avenue by striking from North Cicero Avenue to North Laramie Avenue and inserting in lieu thereof from North Lamon Avenue to North Laramie Avenue.

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

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

COMMITTEE ON ZONING.

**CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
PARTICULAR AREAS.**

The Committee on Zoning submitted the following report:

CHICAGO, October 9, 1985.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to your committee on May 15, 29, June 12, 26, July 9 and August 7, 1985) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *Concurred In* and each of the said proposed ordinances was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 1-F in area bounded by

West Delaware Place; the alley next east and parallel to North Dearborn Street; a line 101 feet south of and parallel to West Delaware Street; and North Dearborn Place,

to those of a Residential-Business Planned Development District and a corresponding use district is hereby established in the area above described.

[Residential-Business Planned Development printed on pages
20555 through 20560 of this Journal.]

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

Reclassification of Area Shown on Map No. 2-F.

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

(Continued on page 20561)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
STATEMENTS

1. The area delineated hereon as "Residential-Business Planned Development" is owned or controlled by American National Bank & Trust Company of Chicago as Trustee under Trust No. 62565, 33 North LaSalle Street, Chicago, Illinois.
2. All applicable official reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of dwelling units and limited business uses, together with off-street parking.
4. Any dedication or vacation of streets or alleys, or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. There shall be no advertising signs permitted.
8. The height restriction of any building or any appurtenance attached thereto shall be subject to:
 - a. height limitations as certified on form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, and approved by the City Council.
9. The following information sets forth data concerning the property included in said development and a generalized Land Use Plan (Site Plan) illustrating the development of said property.

10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of the Department of Planning.

APPLICANT: DEARBORN DELAWARE ASSOCIATES

DATE: April 25, 1985

PLANNED DEVELOPMENT USE & SULK REGULATIONS & DATA

NET SITE AREA	GENERAL DESCRIPTION OF LAND USE	MAX NO. OF DWELLING UNITS	MAX FLOOR AREA RATIO	MAX PERCENTAGE OF LAND COVERED
17,792.2 s.f. or .41 acres	Dwelling units, related recreational uses, including a swimming pool, business uses, (including an earth station receiving dish) and off-street parking	185	11.6	94% at grade; 43% at 28 feet above grade

NET SITE AREA

17,792.2 sq.ft.

GROSS SITE AREA (net site area + area of public streets and alleys)

29,453.5 sq.ft. = 17,792.2 sq.ft. + 11,661.3

F.A.R. FOR NET SITE AREA

11.6

NUMBER OF DWELLING UNITS

200 Including a maximum of 25 per cent Efficiency units

MAXIMUM AREA DEVOTED TO BUSINESS USES

8,600 sq.ft.

PERCENTAGE OF LAND COVERED

94% at grade; 43% at 28 feet above grade

MINIMUM NUMBER OF OFF-STREET PARKING SPACES

111

MINIMUM NUMBER OF OFF-STREET LOADING BERTHS

2

MINIMUM SETBACKS

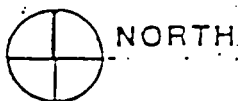
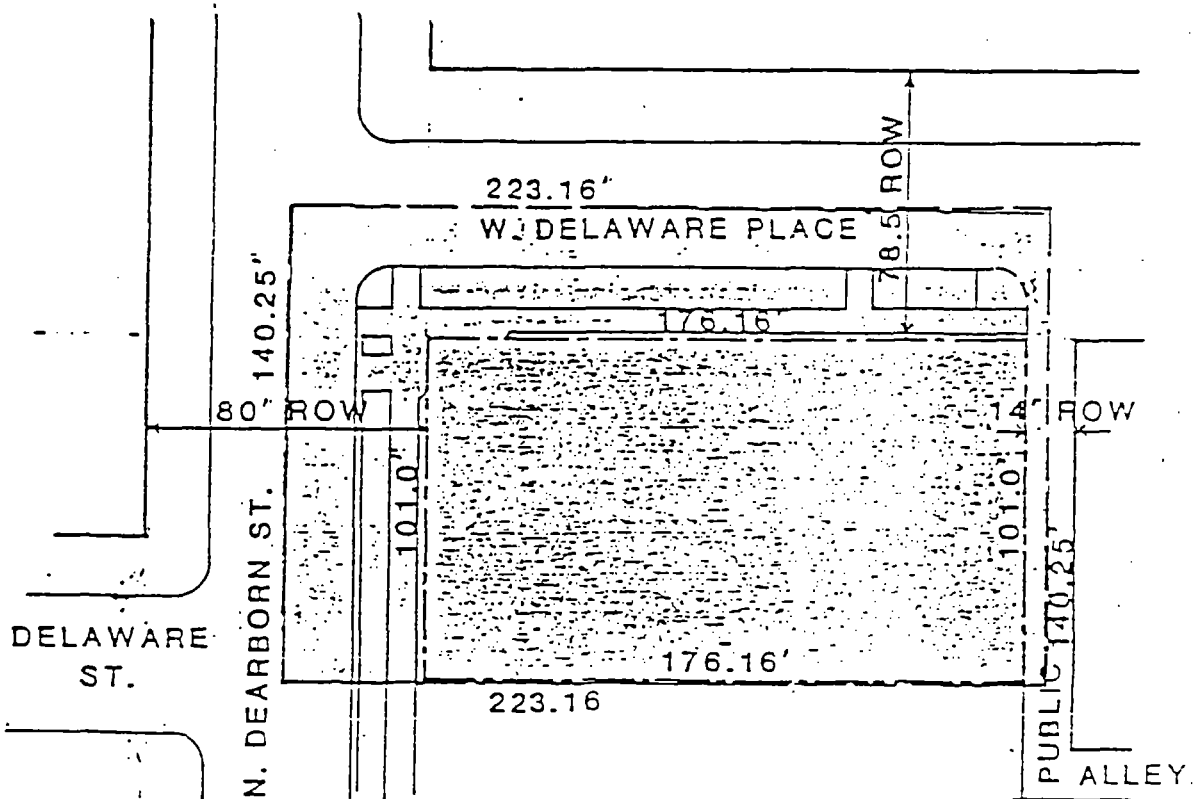
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APPLICANT: DEARBORN DELAWARE ASSOCIATES

DATE: April 18, 1985

REVISED: September 12, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



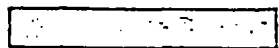
NORTH

0 25 50 100 200

LEGEND

RESIDENTIAL-BUSINESS
PLANNED DEVELOPMENT BOUNDARY.

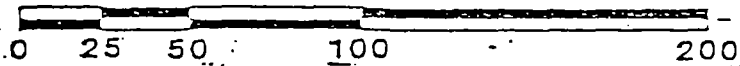
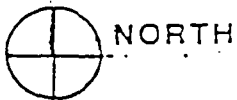
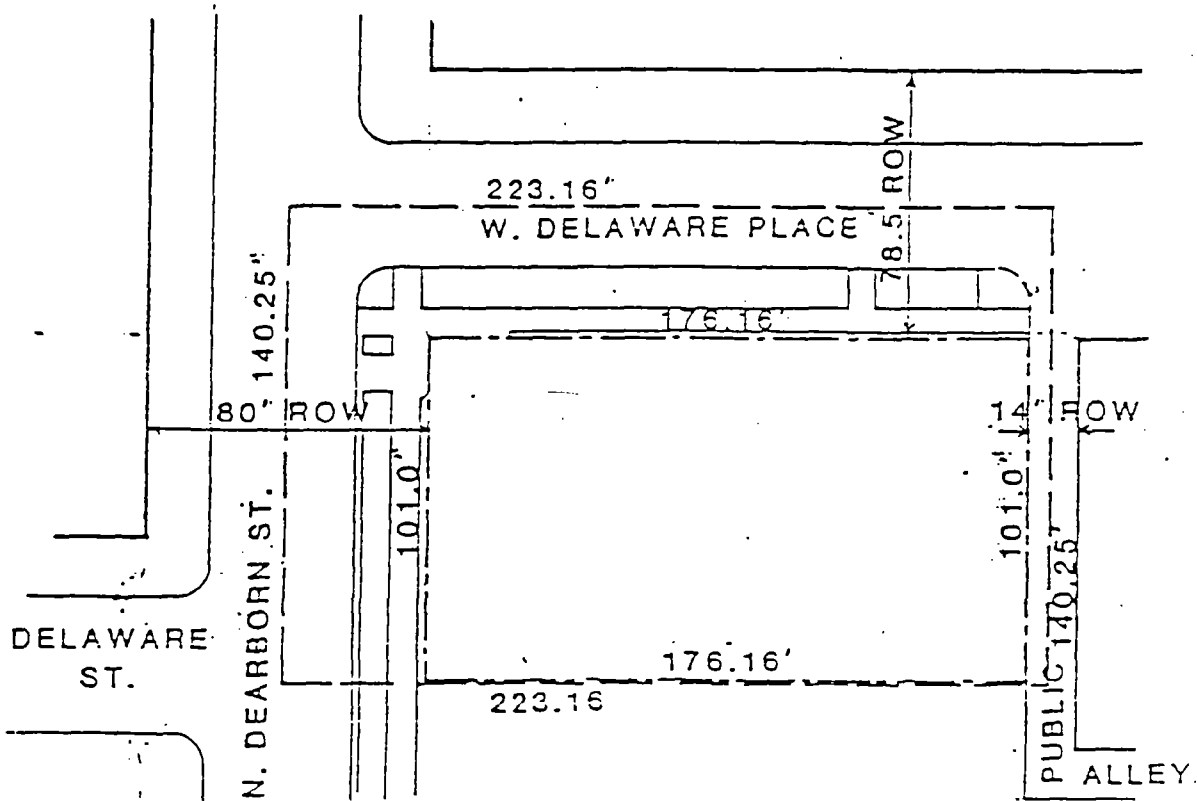
PROPERTY LINE

DWELLING UNITS, RELATED RECREATIONAL USES
BUSINESS USES, AND OFF-STREET PARKING

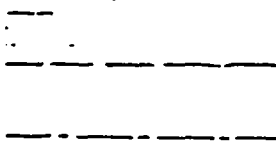
APPLICANT: DEARBORN DELAWARE ASSOCIATES

DATE: April 25, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMEN



LEGEND



RESIDENTIAL-BUSINESS
PLANNED DEVELOPMENT BOUNDARY.

PROPERTY LINE

APPLICANT: DEARBORN DELAWARE ASSOCIATES

DATE: April 25, 1985

(Continued from page 20554)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-7 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

West Monroe Street; a line 233.68 feet east of and parallel to South Franklin Street; a line 199.46 feet south of and parallel to West Monroe Street; a line 196.82 feet east of and parallel to South Franklin Street; West Adams Street; and South Franklin Street,

to reflect the establishment of a Business Planned Development (including a Communications Planned Development for the erection and operation of radio or television towers and earth station receiving dishes) which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 20562 through 20568 of this Journal.]

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

Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Central Business District symbols and indications as shown on Map No. 2-F in the area bounded by:

a line 49.73 feet north of and parallel to West Van Buren Street; the alley next east of and parallel to South Clark Street; West Van Buren Street; and South Clark Street,

to the designation of a Central Area Parking Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Central Area Parking Planned Development printed on pages 20569 through 20573 of this Journal.]

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

Applicant:
Richard A. Stein
208 South LaSalle
Chicago, Illinois 60602

BUSINESS PLANNED DEVELOPMENT (including Communications
Planned Development) PLAN OF DEVELOPMENT

1. Legal title to that certain real property which is subject to the use and bulk restrictions of Business Planned Development No. _____, which property is legally described on the exhibit attached hereto and made part hereof (the "Property"), is held in the following manner:

Parcel A: University of Chicago, an Illinois not-for-profit Corporation

PARCEL B: American National Bank and Trust Company of Chicago, not individually, but as Trustee, under Trust No. 57195, dated February 22, 1983

The boundaries of said Business Planned Development (including Communications Planned Development) include, in addition to the property legally described on the exhibit attached hereto, a segment of a public alley, as shown on the Boundary and Property Line Map attached hereto. The applicant herein shall submit all necessary documentation to the City in order to effect the proper vacation of said segment of public alley.

All required disclosures are contained within the Economic Disclosure Statement filed with the City of Chicago in accordance with applicable requirements. American National Bank and Trust Company of Chicago, as Trustee under Trust No. 64020, is the contract-purchaser of the Property. Upon acquisition, the Property, will be held under single ownership or control or under single designated control by said Trust or by Richard A. Stein, his affiliates, successors or assigns.

2. This Plan of Development and attachments is consistent with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, including, but not limited to, all applicable criteria and requirements necessary, for Planned Development approval. The use and development of the Property shall be subject solely to the terms, conditions and restrictions of this Plan of Development and attachments.

3. All uses currently permitted by the terms of the Chicago Zoning Ordinance in the C3-7 Zoning District (as described in Section 9.3-3(B) and associated sections referred to therein) shall be permitted upon the Property, including the operation of radio or television towers and/or earth station receiving dishes.

4. The Applicant, his affiliates, successors, assigns or grantees shall obtain all official reviews, approval and

permits necessary to implement the development of the Property.

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

6. Off-street parking and off-street loading shall be provided upon the Property in accordance with the Bulk Regulations Data attached hereto and made part of this Plan of Development.

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

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

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

9. Business and business identification signs may be permitted upon the Property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals.

10. For purposes of maximum Floor Area Ratio calculations, mechanical equipment floor space in the building shall not be counted as Floor Area.

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

12. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" promulgated by the Commissioner of the Department of Development and Planning.

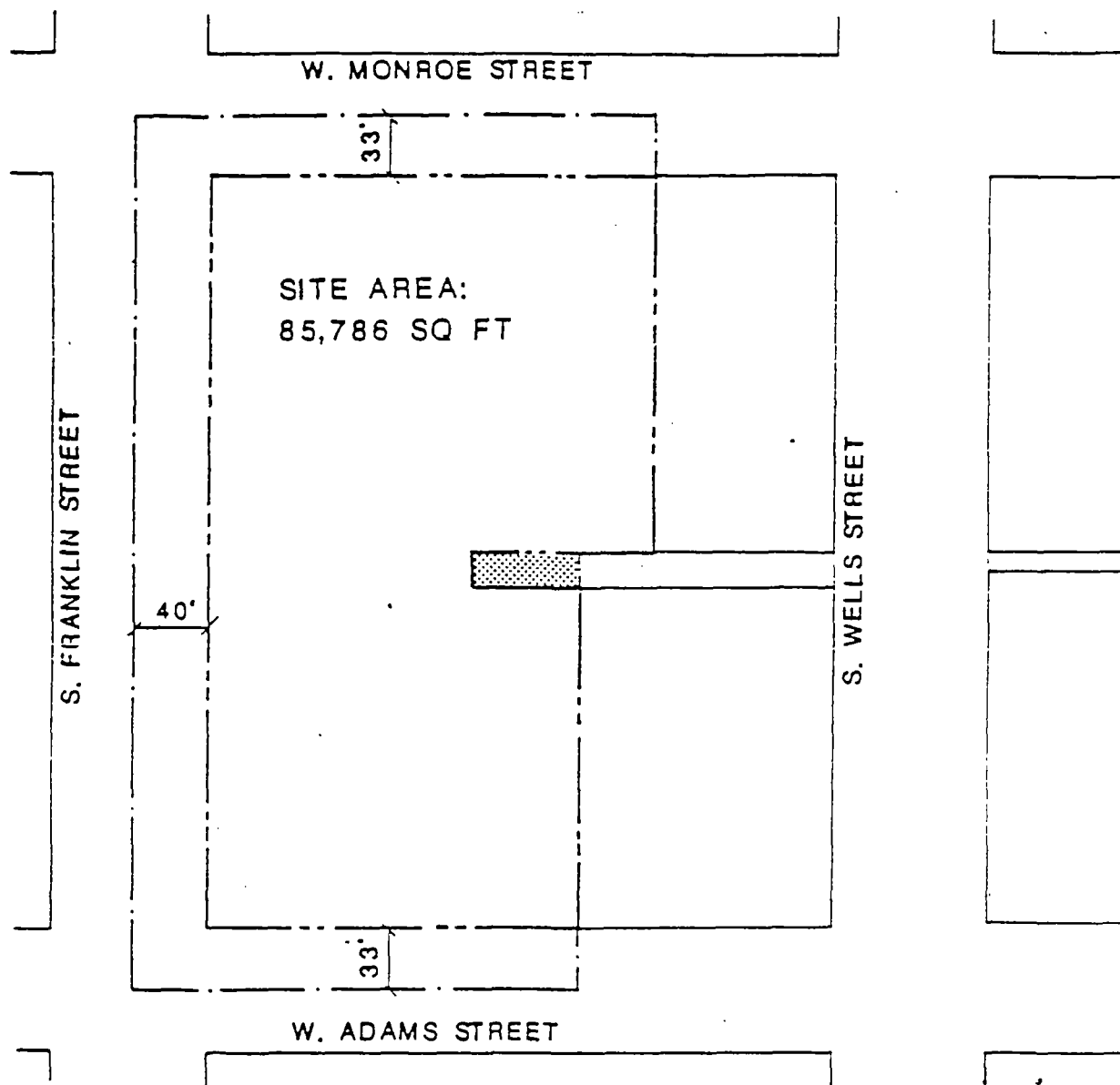
PLANNED BUSINESS DEVELOPMENT (INCLUDING COMMUNICATIONS
PLANNED DEVELOPMENT) - BULK REGULATIONS DATA

for that certain property located generally between West Monroe Street, South Franklin Street and West Adams Street in Chicago, Illinois

Net Site Area	85,786 square feet (1.97 acres)									
General Description of Land Use	Office Uses, Retail Uses and such other uses as are currently permitted within the C3-7 Zoning District (including the operation of radio or television towers and/or earth station receiving dishes)									
Maximum Floor Area Ratio*	29.95									
Maximum Percentage of Site Coverage	100%									
Minimum number of off-street parking spaces (all spaces to be provided in underground facilities)	<table border="0"> <tbody> <tr> <td>Phase I:</td> <td>185</td> <td>spaces</td> </tr> <tr> <td>Phase II:</td> <td>155</td> <td>spaces</td> </tr> <tr> <td>Total</td> <td>340</td> <td>spaces</td> </tr> </tbody> </table>	Phase I:	185	spaces	Phase II:	155	spaces	Total	340	spaces
Phase I:	185	spaces								
Phase II:	155	spaces								
Total	340	spaces								
Minimum number of loading berths	10									
Gross Site Area Calculations:										
Net Site Area (including public alley to be vacated)	85,786 square feet									
Area to Remain in Public Right-of-Way (West Monroe Street, South Franklin Street and West Adams Street)	<u>32,776 square feet</u>									
Gross Site Area	118,562 square feet									

*For purposes of maximum Floor Area Ratio calculations, mechanical equipment floor space in the building shall not be counted as Floor Area.

BOUNDARY AND PROPERTY LINE MAP

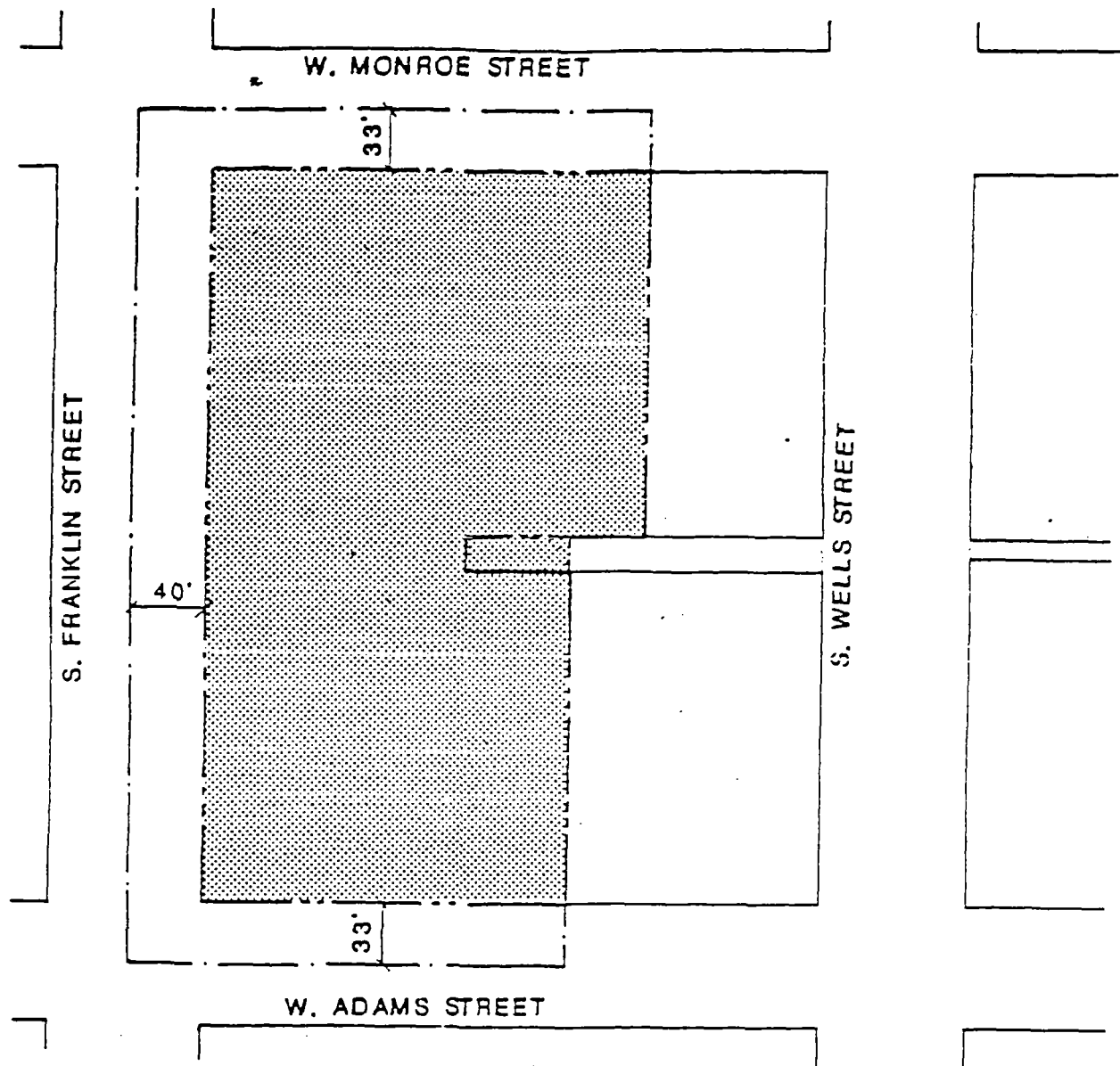


LEGEND

- — — — — PROPERTY LINE
- · · · · PLANNED DEVELOPMENT BOUNDARY (including right-of-way adjustment)
- PUBLIC ALLEY TO BE VACATED

APPLICANT : Richard A. Stein by his attorneys Rudnick & Wolfe (per Theodore Novak and Earl L. Neal and associates)
ADDRESS : 30 North LaSalle Street, Chicago, IL DATE : June 7, 1985

GENERALIZED LAND USE PLAN



LEGEND

- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY (including right-of-way adjustment)
- BUSINESS, OFFICE, RETAIL USES AND OFF-STREET PARKING

APPLICANT : Richard A. Stein by his attorneys, Rudnick & Wolfe (per Theodore J. Novak
Earl L. Neal and associates)

ADDRESS : 30 North LaSalle Street, Chicago, Illinois

DATE: June 7, 1985

PLAN OF DEVELOPMENT
CENTRAL AREA PARKING PLANNED DEVELOPMENT
STATEMENTS

1. The area delineated herein as "Central Area Parking Planned Development" consists of the property located at 74-86 West Van Buren, Chicago, which totals approximately 5,133.6 square feet, or .19 acres of real property.

That attached Property Line Map identifies the property, legal title to which is owned by LaSalle National Bank & Trust Company, as Trustee under Trust No. 105908. General Parking Corporation is the lessee of the property and will operate the proposed parking lot.

The applicant is seeking permission to expand the existing licensed two-story garage located at 301 South Clark Street by adding 27 additional parking spaces (24 regular and 3 reservoir) on the ground level only of the subject property, so that the entire garage as expanded will accommodate a total of 324 parking spaces. The expanded garage will be operated as an attendant parking facility. The new improvements to be constructed on the subject property include new asphalt paving and guardrail, surrounded by an 8 foot high chain link fence on a 40 foot portion of the alley on the east side of property, and by an 8 foot high brick screening wall on the Clark and Van Buren frontage.

Lights will be mounted on the existing parking garage to overhang the new spaces. These improvements are designated on the Parking Plan attached hereto.

The parking facility shall be used for the parking of passenger cars, light vans and pick-up trucks. No heavy commercial trucks shall be parked upon said lot at any time.

3. Adequate drainage shall be provided so as to permit run-off to flow to an established City of Chicago sewer.

4. Adequate lighting will be maintained at the facility.

5. Ingress and egress will be provided from the existing entrance and exit onto Clark Street. All driveways comply with the Driveway Ordinance of the City of Chicago.

6. The parking facility will operate 24 hours a day, seven days a week.

7. The Applicant on its successors, assigns or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.

8. Any dedication or vacation of streets or alleys or easements of any adjustments of rights-of-way shall require separate proposal submitted on behalf of the Applicant or its successors, assignees or grantees, and its approval by the City Council.

9. The permitted uses of the property are set forth in that attached Table of Controls.

10. Business signs and business identification signs may be permitted within the Planned Development in accordance with the regulations applicable in a B7-7 zoning district.

11. The zoning classification of the property will revert to B7-7, following the termination of the use of the site as a parking facility.

12. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area herein delineated as the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of the Plan of Development.

13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in relation to Planned Development Amendment" as promulgated by the Commissioner of the Department of Planning.

CENTRAL AREA PARKING PLANNED DEVELOPMENTUSE AND BULK REGULATIONS AND DATA

Net Site Area	5,133 sq. ft. $\pm$.18 acres
Gross Site Area	5,133 sq. ft. $\pm$.18 acres
General Description of Land Use	Grade-level public parking facility
Maximum Number of Parking Spaces	27
Maximum Area of Business and Commercial	5,133
Maximum F.A.R.	1.0
Maximum % of Land Covered	100

APPLICANT: General Parking Corporation
c/o 111 West Jackson
Chicago, Illinois

DATE: August 5, 1985

Reclassification of Area Shown on Map No. 2-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development symbols and indications as shown on Map No. 2-G in the area bounded by:

a line 297 feet north of West Van Buren Street; South Peoria Street; a line 95 feet north of West Van Buren Street; the alley next east of and parallel to South Peoria Street; West Van Buren Street; and a line 126 feet west of South Peoria Street,

to the designation of Residential-Business Planned Development, as amended, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made part hereof and to no others.

[Residential-Business Planned Development printed on
pages 20575 through 20579 of this Journal.]

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

Reclassification of Area Shown on Map No. 3-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development No. 344, and R7 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by:

West Elm Street; the alley next east of and parallel to North Dearborn Street; a line 175 feet south of and parallel to West Elm Street; and North Dearborn Street,

to the designation of Residential-Business Planned Development No. 344, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan Development herewith attached and made a part thereof and to no others.

[Residential-Business Planned Development printed on
pages 20580 through 20585 of this Journal.]

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

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
STATEMENTS

1. The area delineated hereon as "Residential-Business Planned Development" is owned or controlled by 910 Van Buren Associates, Westgate Center Condominium Associates, and 310 S. Peoria Joint Venture,
2. All applicable official reviews, approvals or permits are required to be obtained by the Owner or his successors, assignee or grantee.
3. Use of land will consist of dwelling units, business and commercial offices and uses, off-street parking and, related uses.
4. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles.
- 7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the commissioner of the Department of Planning.
8. The height restriction of any building or any appurtenance attached thereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law and approved by the City Council.
9. The following information sets forth data concerning the property included in said development and a generalized Land Use Plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of the Department of Planning.

Date: May 30, 1984

Revised: August 7, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT, AS AMENDED
PLANNED DEVELOPMENT USE & BULK REGULATIONS AND DATA

NET SITE AREA	GENERAL DESCRIPTION	NUMBER OF DWELLING UNITS	MAXIMUM FAR	MAXIMUM % OF LAND COVERED
47,714.88s.f.	Dwelling units, Business and Commercial uses, off street parking, and related uses.	70	4.50	57%

NET SITE AREA: 47,714.88 square feet

MAXIMUM PERMITTED F.A.R. FOR TOTAL SITE AREA: 4.50

MAXIMUM NUMBER OF DWELLING UNITS TOTAL: 70

MINIMUM NUMBER OF OFF-STREET PARKING SPACES: 65

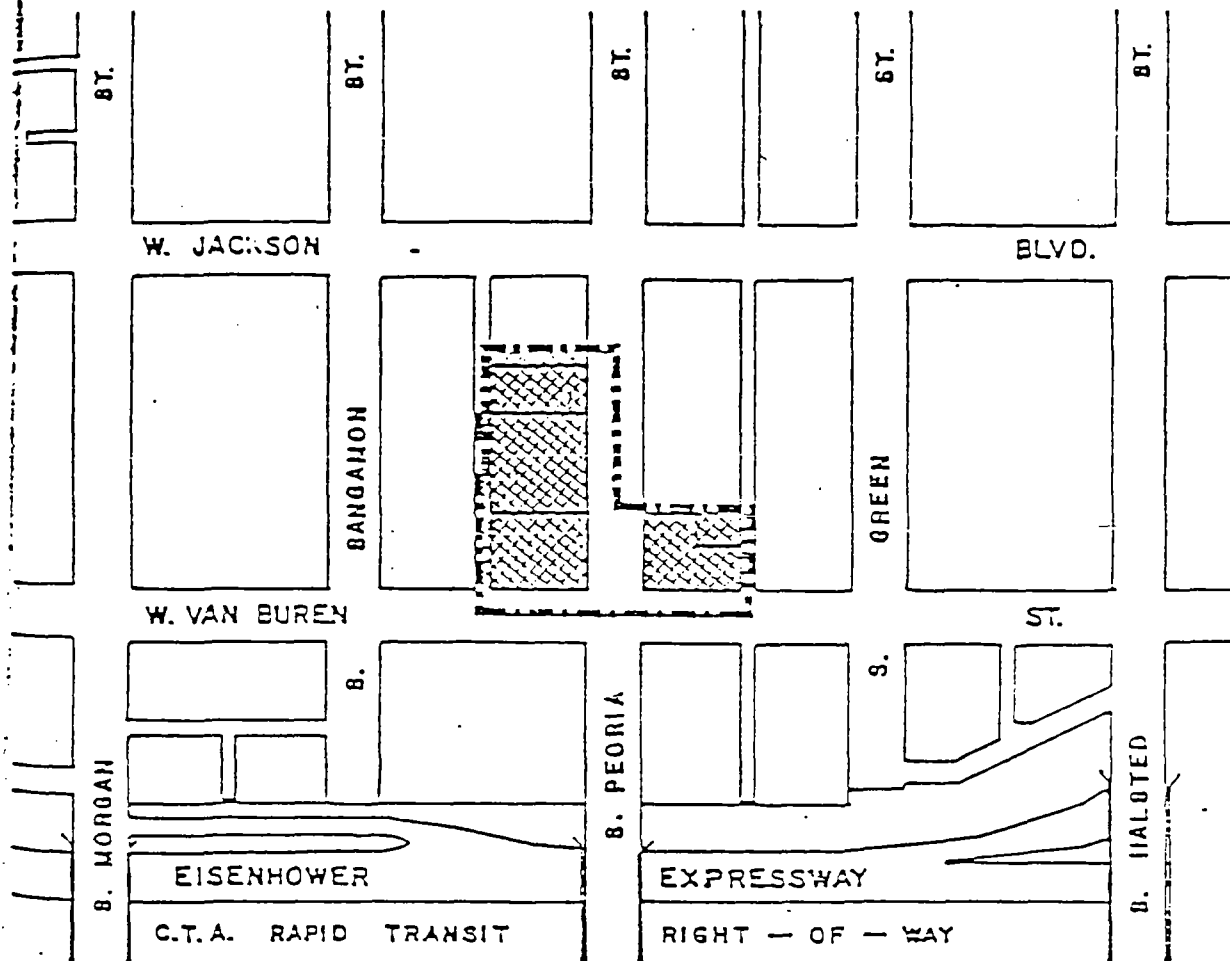
MAXIMUM PERCENT OF LAND COVERED: 57%

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

Date: May 30, 1984

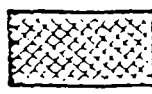
Revised: August 7, 1985

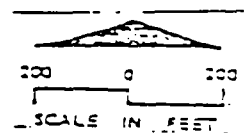
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND

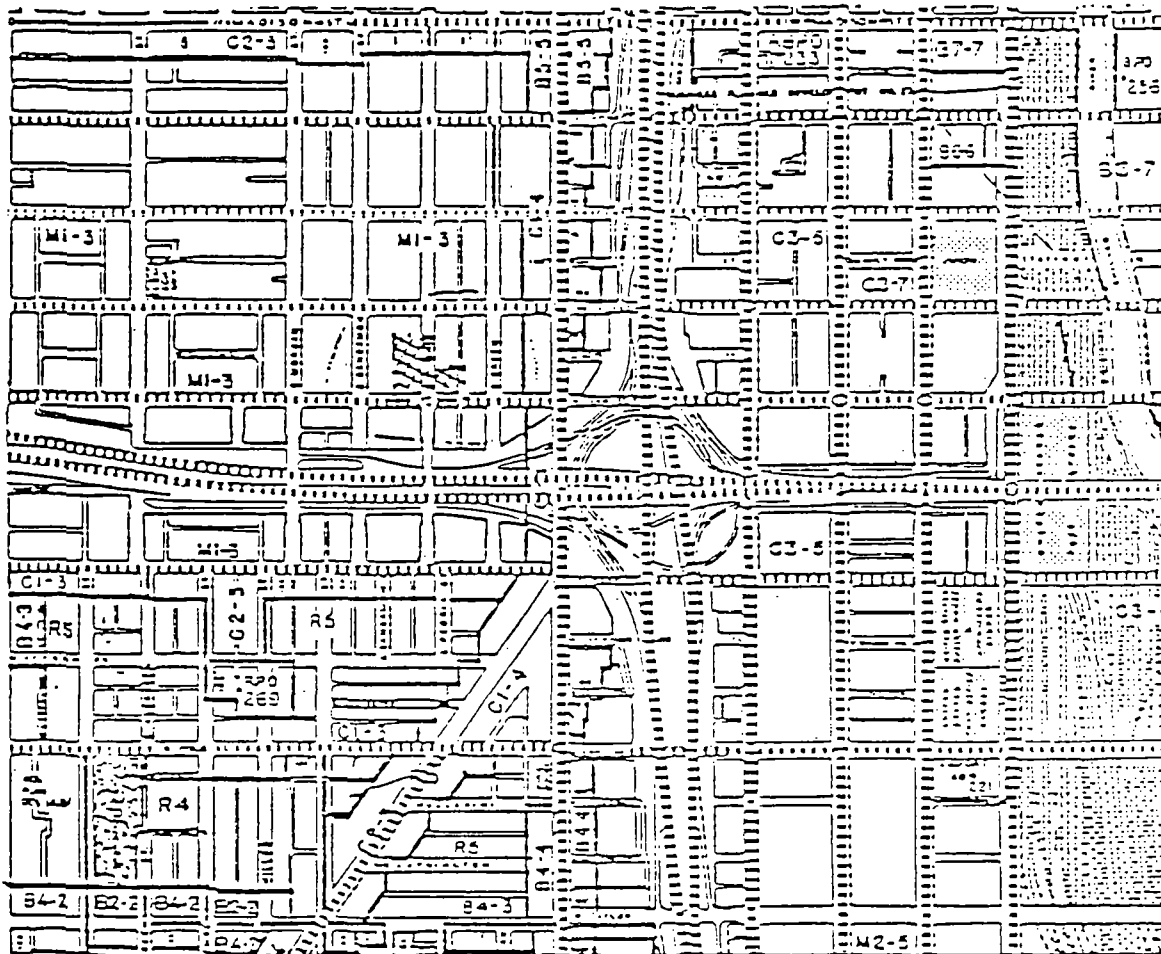
----- PLANNED DEVELOPMENT BOUNDARY

 DWELLING UNITS, OFFICE USES AND RELATED USES, WITH RELATED OFF-STREET PARKING AND LOADING.



Date: August 7, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
BOUNDARY



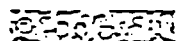
ZONING DISTRICT BOUNDARIES



PREFERENTIAL STREET SYSTEM



PUBLIC & QUASI-PUBLIC FACILITIES

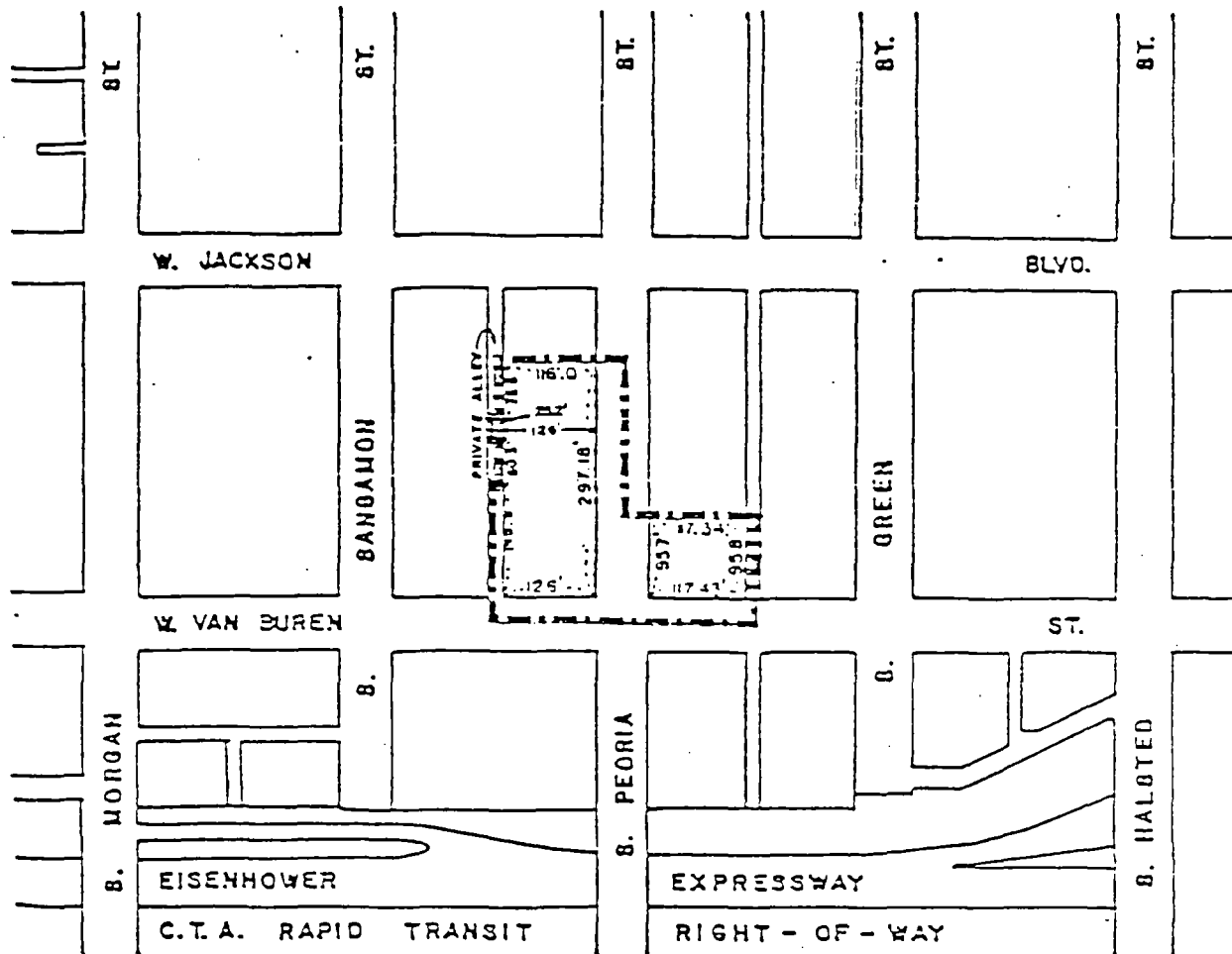


PARKS AND PLAYGROUNDS

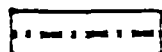


Date: August 7, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND

 PLANNED DEVELOPMENT BOUNDARY



Date: August 7, 1985

RESIDENTIAL-BUSINESS PALNNED DEVELOPMENT NO. 344, as AmendedSTATEMENTS

1. The area delineated hereon as "Residential-Business Planned Development No. 344, as Amended" is owned or controlled by JGS Associates, an Illinois limited partnership, 21 West Elm Street, Chicago, Illinois.
2. All applicable officials reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of dwelling units, related recreational uses, including a swimming pool and health club, business uses, an earth station receiving dish, and off-street parking and related uses.
4. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. There shall be no advertising signs permitted.
8. The height restriction of any building or any appurtenance attached thereto shall be subject to:
 - a. height limitations as certified on form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City of Community Development, Department of Aviation, and Department of Law, and approved by the City Council.

9. The following information sets forth data concerning the property included in said development and generalized Land Use Plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development," as adopted by the Commissioner of the Department of Planning.

APPLICANT: JCS Associates

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE & BULK REGULATIONS AND DATA

NET SITE AREA	GENERAL DESCRIPTION OF LAND USE	MAX NO. OF DWELLING UNITS	MAX FLOOR AREA RATIO	MAX PERCENTAGE OF LAND COVERED
26,250 sq. ft. or 0.603 acres	Dwelling units, related recrea- tional uses, business uses, (including an earth station receiving dish) and off-street parking	276	11.50	95% ground level

NET SITE AREA

26,250 sq. ft.

GROSS SITE AREA (Net site area + area of public streets and alleys)

37,339 sq. ft. = 26,250 sq. ft. + 11,089 sq. ft.

F.A.R. FOR NET SITE AREA

11.50

NUMBER OF DWELLING UNITS

276 including a maximum of 50 per cent Efficiency units

MINIMUM NUMBER OF OFF-STREET PARKING SPACES

174

MINIMUM NUMBER OF OFF-STREET LOADING BERTHS

2

PERCENTAGE OF LAND COVERED

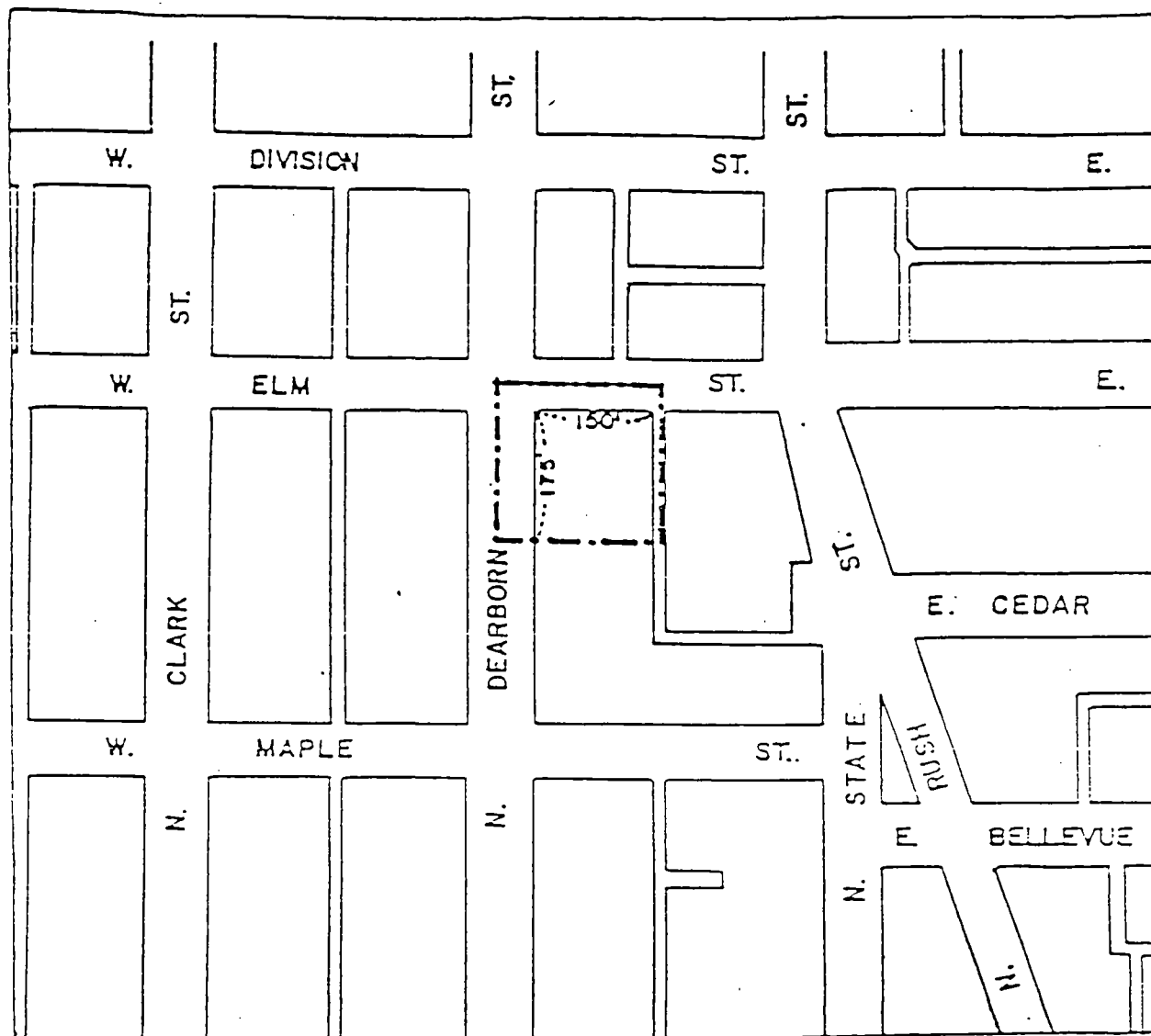
95% at ground level

SETBACKS AND YARD REQUIREMENTS may be adjusted where required to permit conformances to the pattern of, or architectural arrangement related to, existing structures or, where necessary, because of technical reasons, subject to the approval of the Commissioner of Planning.

APPLICANT: JGS ASSOCIATES

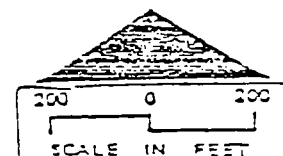
DATE: June 26, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



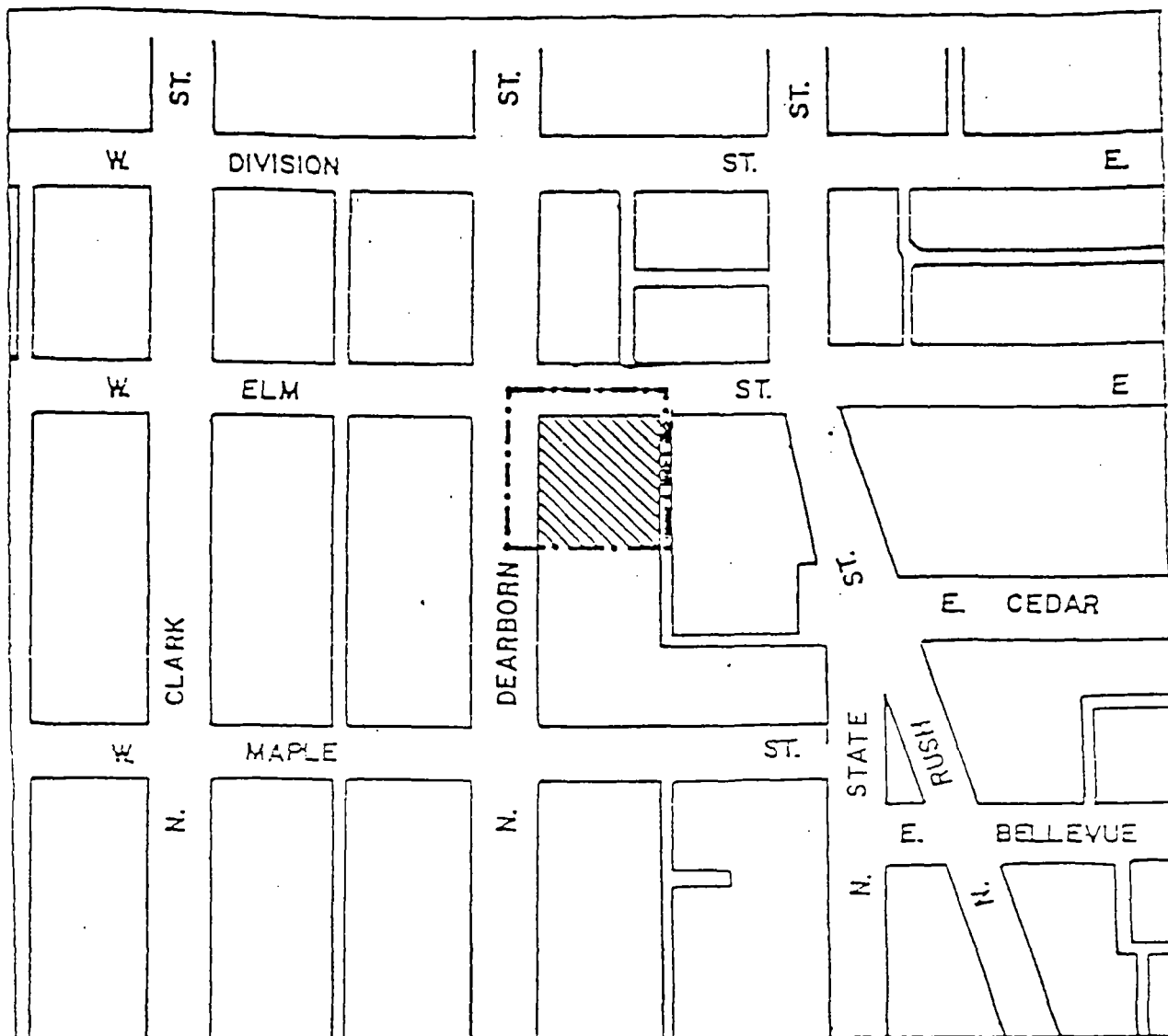
LEGEND

----- PLANNED DEVELOPMENT BOUNDARY



APPLICANT: J G S ASSOCIATES
DATE: JUNE 26, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN

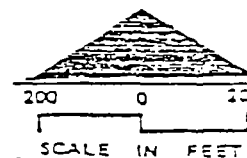


LEGEND

----- PLANNED DEVELOPMENT BOUNDARY

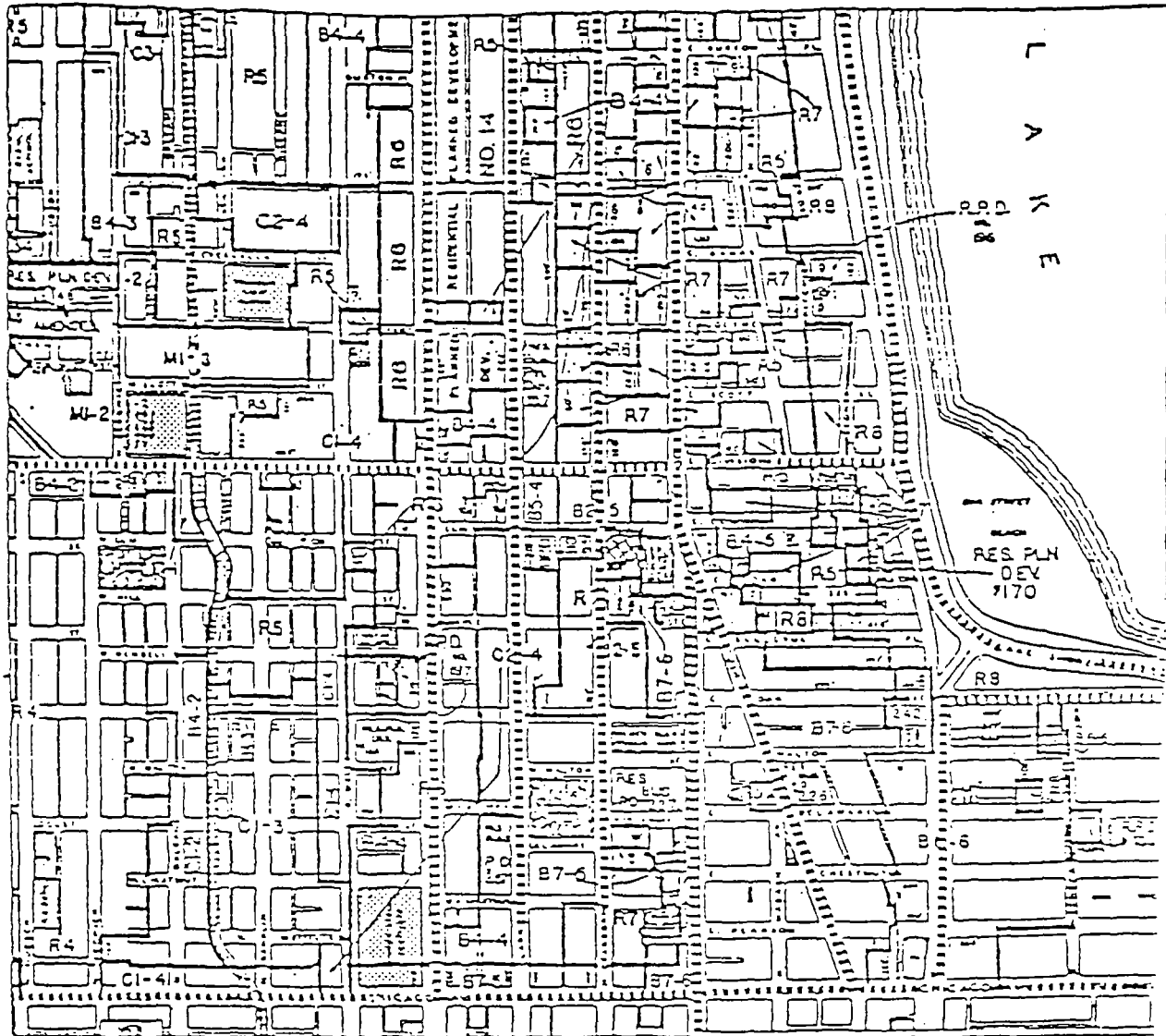


DWELLING UNITS, RELATED RECREATIONAL USES, BUSINESS USES, WITH OFF-STREET PARKING AND LOADING.

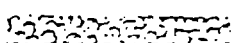


APPLICANT: J G S ASSOCIATES
DATE: JUNE 26, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

-  RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT BOUNDARY
-  ZONING DISTRICT BOUNDARY
-  PUBLIC AND QUASI-PUBLIC FACILITIES
-  PARKS AND PLAYGROUNDS
-  PREFERENTIAL STREET SYSTEM



APPLICANT: JGS ASSOCIATES

DATE: JUNE 26, 1985

Reclassification of Area Shown on Map No. 4-E.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the M2-5 General Manufacturing District symbols and indications as shown on Map No. 4-E to reflect the establishment of a Communications Planned Development for the erection of satellite transmit/receiving dishes on the surface of the existing parking lot located at 2013 South Calumet Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of a satellite receiving dish and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

Reclassification of Area Shown on Map No. 6-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-K in the area bounded by:

West 30th Street; South Kostner Avenue; a line 28 feet south of West 30th Street; and the alley next west of South Kostner Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 7-H in the area bounded by:

the west bank of the North Branch of the Chicago River; a line perpendicular to North Elston Avenue through a point 1217.58 feet southeast of West Logan Boulevard as measured along North Elston Avenue; North Elston Avenue; a line 340 feet southeast of and parallel to West Logan Boulevard; a line 300 feet northeast of and parallel to North Elston Avenue; and a line beginning at a point on the last described line 200 feet east of West Logan Boulevard and perpendicular to North Elston Avenue,

to the designation of a Business Planned Development which is hereby established in the area above designated, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Business Planned Development printed on pages
20588 through 20594 of this Journal.]

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

Reclassification of Area Shown on Map No. 9-O.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-O in area bounded by;

the alley next north of and parallel to West Belmont Avenue; a line 33.24 feet east of and parallel to North Opal Avenue; West Belmont Avenue; and North Opal Avenue,

to those of a B2-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 11-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Local Retail District symbols and indications as shown on Map No. 11-I in the area bounded by;

(Continued on page 20595)

BUSINESS PLANNED DEVELOPMENT

STATEMENTS

1. The area delineated herein as a "Business Planned Development" is owned by LaSalle National Bank, as Trustee under Trust Number 109384, and control has been designated to Emmes Partnership, an Illinois general partnership.
2. All applicant official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees.
4. The following uses shall be permitted within the area delineated herein as "Business Planned Development": grocery stores, retail drug stores, general merchandise uses, home and garden supplies and sales, including outdoor display, sales and storage related thereto, TBA sales and installation, service type business uses, parking and related uses (exclusive of any other principal activity of permanent outdoor storage or service station uses).
5. Accessory buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings, subject to the approval of the Department of Planning.
6. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Access to the accessory structures shall be from the same location serving the general parking for the Business Planned Development.
7. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and

APPLICANT: EMMES PARTNERSHIP

DATE: MAY 15, 1985

egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

8. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 0.4
9. Identification signs may be permitted within the area delineated herein as "Business Planned Development", subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
10. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, as approved by the City Council.
11. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as "Business Planned Development", and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

 - a. Property Line Map and Right-of-Way Adjustments;
 - b. Existing Zoning and Preferential Street System Map;
 - c. Generalized Land Use Plan; and
 - d. Planned Development Use and Bulk Regulations and Data Chart.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

APPLICANT: EMMES PARTNERSHIP

DATE: MAY 15, 1985

R I D E R

5. Boundaries of the subject area:

The west bank of the North Branch of the Chicago River; a line perpendicular to North Elston Avenue through a point 1,217.58 feet southeast of West Logan Boulevard, as measured along North Elston Avenue; North Elston Avenue; a line 340 feet southeast of and parallel to West Logan Boulevard; a line 300 feet northeast of and parallel to North Elston Avenue; and a line beginning at a point on the last-described line 200 feet east of West Logan Boulevard and perpendicular to North Elston Avenue.

BUSINESS PLANNED DEVELOPMENT No. _____

USE AND BULK REGULATIONS AND DATA

<u>NET SITE AREA</u>	<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>FAR</u>	<u>% OF LAND COVERAGE</u>
Sq. Ft. Acres			

647,775 14.9	Grocery stores, retail drug stores, general merchandise uses, home and garden supplies and sales including outdoor display, sales and storage related thereto, TBA sales and installation, restaurants, retail and service type business uses, parking and related uses*	0.42	42

*exclusive of any other permanent outdoor storage or service station uses.

GROSS SITE AREA

Net site area of 14.9 acres plus Public Right-of-Way Area of 1.4 acres
= 16.3 acres.

NUMBER OF OFF-STREET LOADING SPACES

Per requirements of B5 General Service Districts.

MINIMUM NUMBER OF PARKING SPACES

800 at full development

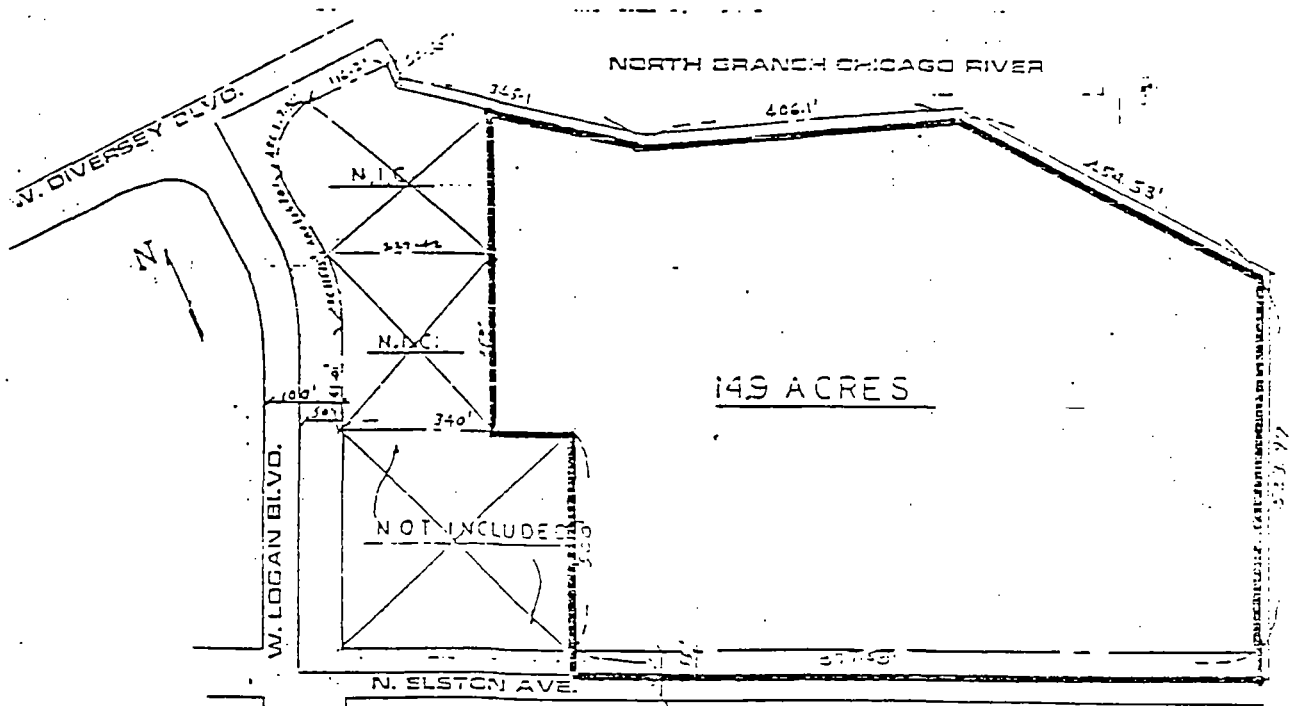
PERIPHERY SETBACKS AT PROPERTY LINES

Along Chicago River.....50 feet
All other property lines.....0 feet

APPLICANT: EMMES PARTNERSHIP

DATE: May 15, 1985

BUSINESS PLANNED DEVELOPMENT No. _____

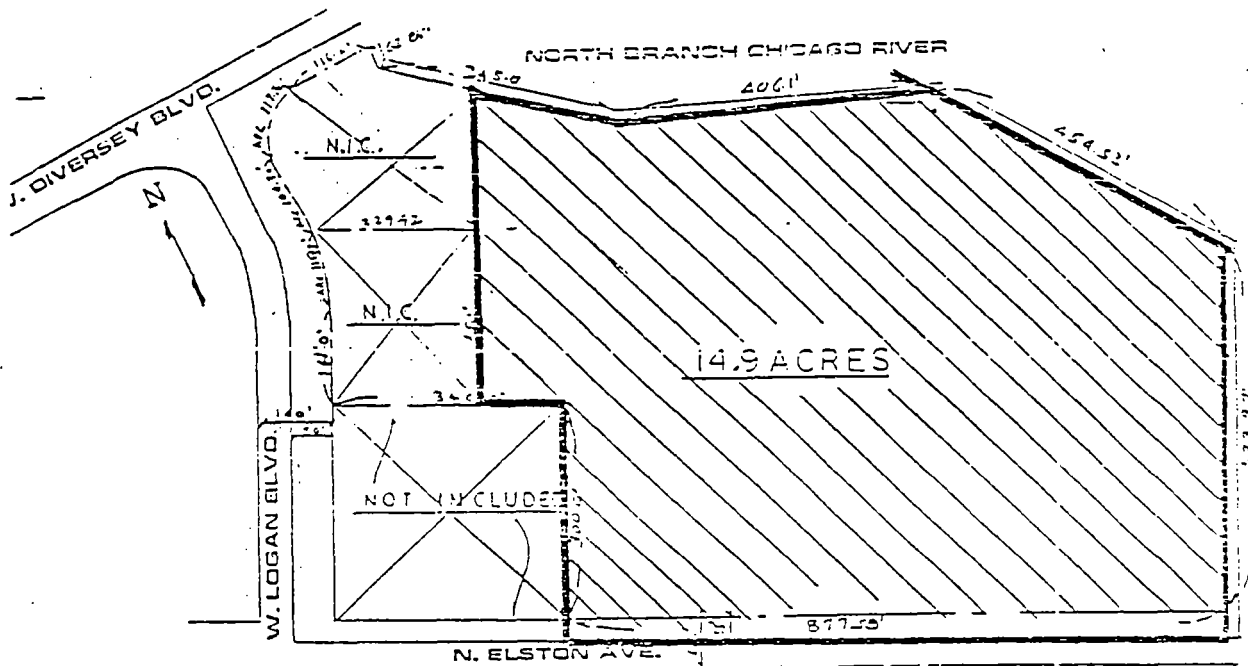
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS

--- PROPERTY LINE
--- PLANNED DEVELOPMENT BOUNDARY

APPLICANT: EMMES PARTNERSHIP

DATE: May 15, 1985

BUSINESS PLANNED DEVELOPMENT No. _____

GENERALIZED LAND USE PLAN

- - — - — PROPERTY LINE
— — — — — PLANNED DEVELOPMENT
 USES PER TABLE OF CONTROLS

APPLICANT: EMMES PARTNERSHIP

DATE: May 15, 1985

(Continued from page 20587)

West Leland Avenue; the alley next east of North Rockwell Avenue; West Eastwood Avenue; and the alley next west of North Rockwell Avenue,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 11-J
(as amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 11-J in area bounded by:

a line 223.36 feet north of West Leland Avenue; North Kimball Avenue; West Leland Avenue; and the alley next west of North Kimball Avenue; and the alley next west of North Kimball Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 13-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 13-H in area bounded by;

West Berwyn Avenue; the alley next east of and parallel to North Ravenswood Avenue; West Farragut Avenue; and North Ravenswood Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 13-H.
(as amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 13-H in area bounded by;

the alley next north of and parallel to West Farragut Avenue; a line 149.4 feet east of and parallel to North Ravenswood Avenue; West Farragut Avenue; and the alley next east of and parallel to North Ravenswood Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 13-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District, Manufacturing Planned Development No. 29 and M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 13-K in the area bounded by:

West Foster Avenue; the east line of North Keating Avenue; the northwest line of West Winnemac Avenue; a line 628.89 feet south of West Foster Avenue; the west line of the right of way of the Chicago and Northwestern Railroad; a line 10 feet west of the east line of the Edens Expressway; North Elston Avenue; a line 25 feet northwest of West Winnemac Avenue; and the east line of the Edens Expressway,

to a designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages
20597 through 20602 of this Journal.]

(Continued on page 20603)

BUSINESS PLANNED DEVELOPMENT NO. _____

PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as a "Business Planned Development" is, except for portions located in dedicated streets, presently owned by Skil Corporation and the County of Cook. Skil Corporation possesses and controls said County of Cook property by means of lease. The applicant, The May Department Stores Company, is the holder of an option granted by Skil Corporation. Notices should be directed to: The May Department Stores Company, 611 Olive Street, St. Louis, Missouri 63101 -- Attention: Senior Vice President for Real Estate.
2. The applicant or its successors, assignees or grantees shall obtain official City reviews, approvals or permits required in connection with this Planned Development. In the event legal title to any portion of the area delineated herein as a "Business Planned Development" is held in separate ownership at any time, this Business Planned Development ordinance shall continue unmodified in full force and effect, and each owner shall comply with this ordinance as it applies to its respective portion of the Business Planned Development.
3. The following uses shall be permitted within the area delineated herein as Business Planned Development: General merchandise uses; banks, financial institutions and restaurants (including establishments of the "drive-in" or "drive through" type in Sub-Area II); retail, office, and service type business and professional uses; tire, battery and automobile accessory facilities (herein defined as facilities engaged in the repair, maintenance, installation and sale of tires, batteries, mufflers and shock absorbers, and in vehicular tune-ups, oil changes and lubrication, brake work, and front end alignment and alignment component replacement provided that said activity takes place in an enclosed building); such other uses permitted by B5-1 General Service Districts (except for amusement establishments, second-hand stores and rummage shops, pawn shops, crematories and mausoleums, taverns and sale of automobile fuel); parking, loading, ingress and egress and uses accessory to the aforesaid uses.
4. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development. Ingress and egress to such off-street facilities shall be from one or more of the following: North Elston Avenue, Foster Avenue, North Keating Avenue, and Winnemac Avenue.
5. Any dedication or vacation of streets and alleys, or adjustments of rights-of-way shall require a separate sub-

mittal on behalf of the applicant, or its successors, assignees or grantees, and approval by the City Council.

6. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of sixteen (16) feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. No fire lane shall be required along the Chicago and Northwestern Railroad right-of-way along the east side of this Business Planned Development.
7. Stationary business or identification signs are permitted within the area delineated herein as Business Planned Development. Not more than two (2) business identification pylon signs shall be permitted in Sub-area I, and the face area of such pylon signs may equal but shall not exceed a combined total of 1400 gross square feet, provided that the face area of any such individual pylon sign may not exceed 700 gross square feet. In the event of a conflict between the provisions of Section 8.9-3 and Section 8.9(6) as to permitted wall signs in Sub-area I, the provisions of Section 8.9-3 shall govern. Other signs may be permitted within the area delineated herein as Business Planned Development, subject to the review of the Department of Planning.
8. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and illustrates that the development and use of such area shall, except as modified by this Business Planned Development Ordinance, be in general compliance with the B5 General Service District Classification.
9. This Plan of Development, consisting of ten (10) statements, and "Existing Zoning and Preferential Street Map", and a "Boundary and Property Line" map, a "Generalized Land Use Plan", and a "Plan of Development Use, Bulk Regulation and Data" table, stipulates the controls applicable to the area delineated in this plan as the "Business Planned Development", and no others shall apply.
10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in Relation to Planned Developments", as heretofore promulgated by the Commissioner of Planning.

APPLICANT: The May Department Stores Company

DATE: June 11, 1985

REVISED: July 18, 1985

BUSINESS PLANNED DEVELOPMENT NO. _____

PLANNED DEVELOPMENT USE, BULK REGULATIONS & DATA

SUB-AREA	Net Site Area		F.A.R.	% of Land Coverage	Min. No. of Off-Street	
	Sq. Ft.	Acres			Parking Spaces	Loading Spaces
I	263,098	6.04	0.37	37	217	3
II	78,712	1.81	1.40	30	In accordance with the B5-1 requirements of the Chicago Zoning Ordinance	
TOTAL	341,810	7.85	.58	36		

GROSS SITE AREA = Net Site Area + Area in Public Right-of-way

GROSS SITE AREA = 7.85 acres + 2.69 acres = 10.54 acres

PERIPHERY SETBACKS AT PROPERTY LINES:

North - 5'
 East - 5'
 South - 5'
 West - 5'

GENERAL DESCRIPTION OF LAND USE:

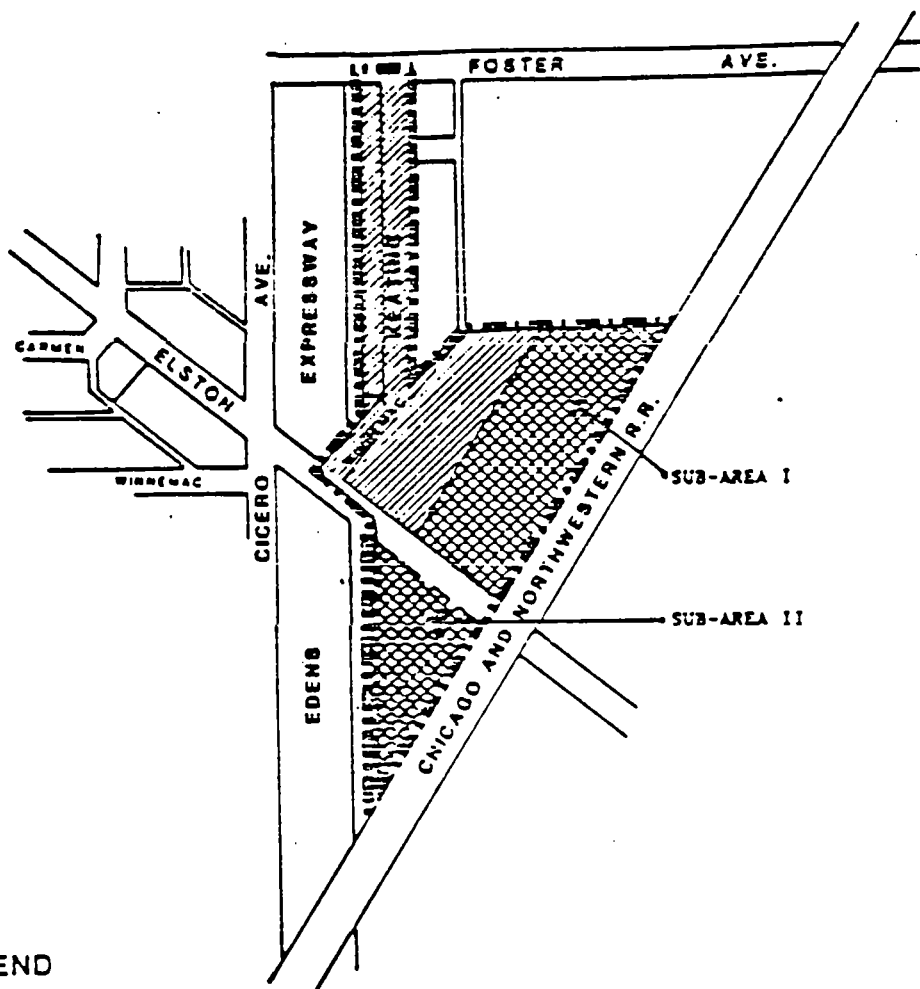
General merchandise uses; banks, financial institutions and restaurants (including establishments of the "drive-in" or "drive-through" type in Sub-area II); retail, office and service type business and professional uses; tire, battery and automobile accessory facilities; such other uses permitted in B5-1 General Service Districts (except for amusement establishments, second-hand stores and rummage shops, pawn shops, crematories and mausoleums, taverns and retail sale of automobile fuel); parking, loading, ingress and egress and uses accessory to the aforesaid uses.

APPLICANT: The May Department Stores Company

DATE: June 11, 1985

REVISED: July 18, 1985

GENERALIZED LAND USE PLAN



LEGEND



PLANNED DEVELOPMENT BOUNDARY



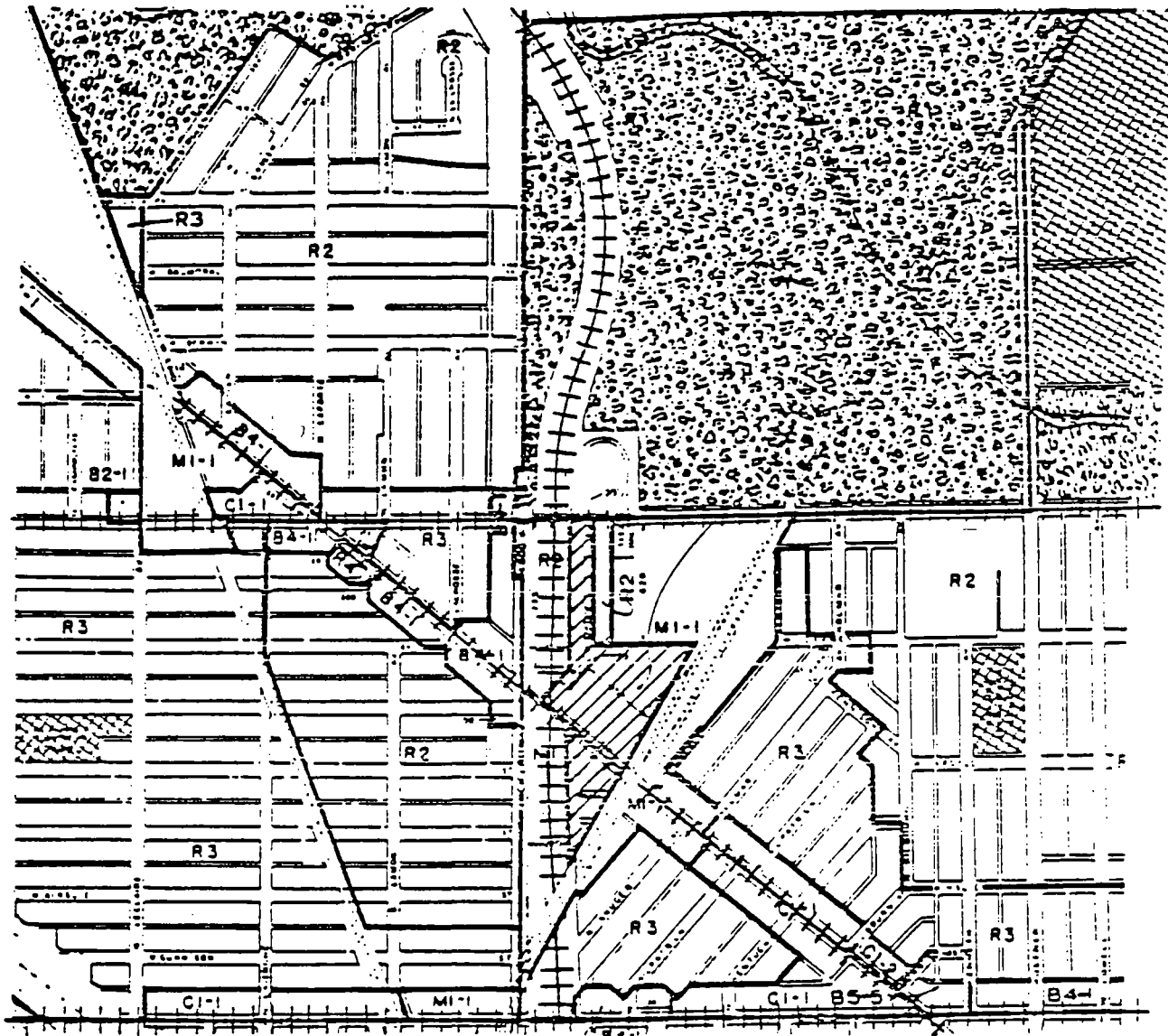
GENERAL MERCHANDISE USES; BANKS, FINANCIAL INSTITUTIONS AND RESTAURANTS (INCLUDING ESTABLISHMENTS OF THE "DRIVE-IN" OR "DRIVE-THROUGH" TYPE IN SUB-AREA II); RETAIL, OFFICE, AND SERVICE TYPE BUSINESS AND PROFESSIONAL USES; TIRE, BATTERY AND AUTOMOBILE ACCESSORY FACILITIES; SUCH OTHER USES PERMITTED IN B5-1 GENERAL SERVICE DISTRICTS (EXCEPT FOR AMUSEMENT ESTABLISHMENTS, SECOND-HAND STORES AND RUMMAGE SHOPS, PAWN SHOPS, CREMATORIES AND MAUSOLEUMS, TAVERNS AND SALE OF AUTOMOBILE FUEL); PARKING, LOADING, INGRESS AND EGRESS AND USES ACCESSORY TO THE AFORESAID USES.



PARKING AND INGRESS AND EGRESS

DATE June 11, 1985APPLICANT The May Department Stores Company

EXISTING ZONING & PREFERENTIAL STREET MAP



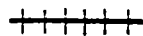
LEGEND



PLANNED DEVELOPMENT



PARKS



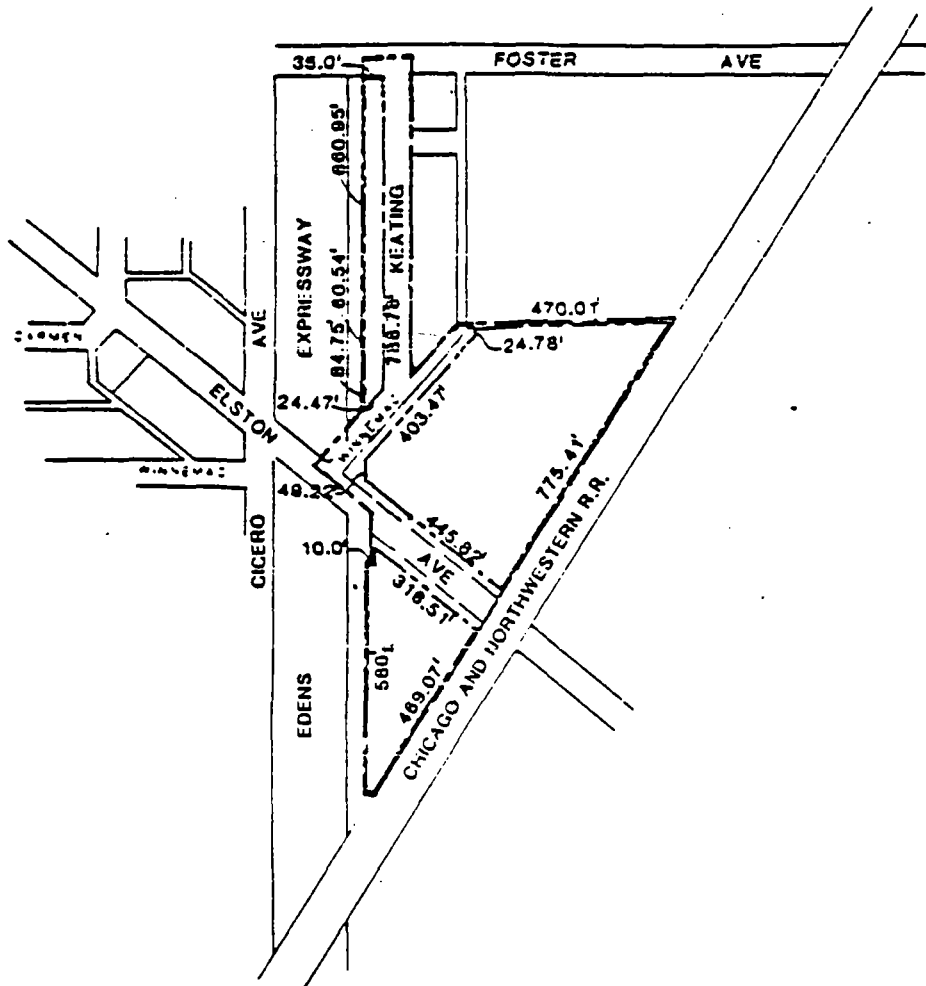
PREFERENTIAL STREETS

PUBLIC & QUASI PUB
FACILITIES

ZONING DISTRICT BOUNDARY

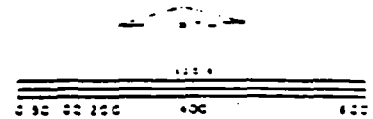
APPLICANT The May Department Stores CompanyDATE June 11, 1985

BOUNDARY AND PROPERTY LINE MAP



LEGEND

- PROPERTY LINE
----- PLANNED DEVELOPMENT

DATE June 11, 1985APPLICANT The May Department Stores Company

(Continued from page 20596)

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

Reclassification of Area Shown on Map No. 13-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Manufacturing Planned Development No. 29 symbols and indications as shown on Map No. 13-K in the area bounded by:

a line 132 feet south of West Foster Avenue; the alley next east of and parallel to North Keating Avenue; a line 198 feet south of West Foster Avenue; and the east line of North Keating Avenue,

to those of an R2 Single-Family Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-K in the area bounded by:

the alley next north of and parallel to West 63rd Street; a line 57.47 feet west of and parallel to South Knox Avenue; West 63rd Street; and a line 158.47 feet west of and parallel to South Knox Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map Nos. 30-B and 32-B.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the M2-2 General Manufacturing District symbols and indications as shown on Map Nos. 30-B and 32-B to reflect the establishment of a Communications Planned Development for the erection of an earth station receiving dish located on the roof structure and on the same lot as the existing structure located at 12600 South Torrence Avenue, Chicago, Illinois.

SECTION 2. This Communication Planned Development is specifically for the erection of the earth station receiving dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

***Referred--*ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location

GABINSKI (32nd Ward)

North Paulina Street at 1753-1757
(approximately 100 feet) -- Mondays thru
Sundays;

Alderman	Location
<i>KOTLARZ</i> (35th Ward)	West Fullerton Avenue (north side) at 3446 -- 9:00 A.M. to 4:00 P.M. -- Mondays thru Fridays; North Pulaski Road (west side) at 3934-3938, from a point 20 feet north of West Dakin Street to a point 60 feet north thereof;
<i>NATARUS</i> (42nd Ward)	West Chicago Avenue (north side) at 210 -- 7:00 A.M. to 6:00 P.M. -- Mondays thru Sundays; East Hubbard Street at 109 -- Mondays thru Sundays (except holidays); North State Parkway at 1239 (approximately 40 feet) -- 8:00 A.M. to 6:00 P.M. -- Mondays thru Sundays.

Referred -- RESTRICT MOVEMENT OF VEHICULAR TRAFFIC
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
<i>HUTCHINSON</i> (9th Ward)	South Normal Avenue from West 122nd Street to West 119th Street -- northerly; South Normal Avenue from West 125th Street to West 124th Street -- northerly; South Stewart Avenue from West 127th Street to West 119th Street -- northerly; West 121st Street from South Wentworth Avenue to South State Street -- easterly;
<i>BRADY</i> (15th Ward)	South Honore Street from West 55th Street to West 59th Street -- southerly;

Alderman

Location

South Winchester Avenue from West 55th Street to West 59th Street -- southerly;

South Wolcott Avenue from West 55th Street to West 59th Street -- northerly;

SHERMAN (21st Ward)

West 88th Street from South Emerald Avenue to South Halsted Street -- westerly;

KRYSTYNIAK (23rd Ward)

South McVicker Avenue from the first alley north of South Archer Avenue to West 53rd Street -- southerly;

HAGOPIAN (30th Ward)

First east-west alley south of West Diversey Avenue from North Lockwood Avenue to North Laramie Avenue -- easterly;

KOTLARZ (35th Ward)

West George Street from North Central Park Avenue to North Pulaski Road -- westerly;

BANKS (36th Ward)

West Barry Avenue from North Narragansett Avenue to North Meade Avenue -- easterly.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON
PORTION OF WEST CORNELIA AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance to amend the one-way traffic restriction on West Cornelia Avenue to read "from the first alley west of North Cicero Avenue to North Laramie Avenue, westerly" (instead of "from North Cicero Avenue to North Laramie Avenue, westerly"), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF PARKING METERS ON
PORTION OF WEST BELMONT AVENUE.

Alderman Hansen (44th Ward) presented a proposed order for the installation of four parking meters in front of 925-935 West Belmont Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS AT
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:

Alderman	Location
KOTLARZ (35th Ward)	North Sawyer Avenue alongside of 3218 West Irving Park Road, parking meters 2052 and 2053;
NATARUS (42nd Ward)	North Dearborn Street at 540, parking meters 238-1108, 238-1109, 238-1110 and 238-1111; East Delaware Place at 5, parking meters 220-1016 and 220-1017; North Wells Street at 500, parking meters 220-1016 and 220-1017.

Referred -- PARKING OF VEHICLES PROHIBITED AT ALL
TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibited 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
RUSH (2nd Ward)	East Bowen Avenue at 464-467;
TILLMAN (3rd Ward)	South Normal Boulevard at 5938 (except for handicapped);
HUTCHINSON (9th Ward)	South Edbrooke Avenue (west side) from 11100 to 11114; South Normal Avenue at 12401 (either side of driveway); South State Street at 10915 (except for handicapped);

Alderman	Location and Distance
	South St. Lawrence Avenue at the southeast corner of 111th Street and South St. Lawrence Avenue;
	South Vernon Avenue at 10327 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Marshfield Avenue at 3540 (except for handicapped);
<i>MAJERCZYK</i> (12th Ward)	South Artesian Avenue at 4001 (except for handicapped);
	South Honore Street at 3603 (except for handicapped);
	South Maplewood Avenue at 4743 (except for handicapped);
	South Mozart Street at 4206 (except for handicapped);
<i>BRADY</i> for <i>MADRZYK</i> (13th Ward)	West 54th Street at 3427 (except for handicapped)
<i>BURKE</i> (14th Ward)	South Justine Street at 4815 (except for handicapped);
<i>BRADY</i> (15th Ward)	South Maplewood Avenue (west side) at 6540 (except for handicapped);
<i>KELLAM</i> (18th Ward)	South Pulaski Road at 7922;
<i>SHEAHAN</i> (19th Ward)	West 111th Street (north side) from South Springfield Avenue to a point 20 feet west thereof (driveway);
<i>KELLEY</i> (20th Ward)	East 63rd Street at 7;
<i>SHERMAN</i> (21th Ward)	South Michigan Avenue at 10247 (driveway);
<i>KRYSTYNIAK</i> (23rd Ward)	South Kilbourn Avenue at 5137 (except for handicapped);

Alderman	Location and Distance
	South Neva Avenue (west side) from West Archer Avenue to the first alley south thereof;
<i>HENRY</i> (24th Ward)	South Central Park Avenue at 1632 (except for handicapped);
<i>MARZULLO</i> (25th Ward)	South Campbell Avenue (east side) from West Arthington Street to the first alley south thereof;
<i>NARDULLI</i> (26th Ward)	West Haddon Avenue at 2703;
<i>GABINSKI</i> (32nd Ward)	West Dickens Avenue at 2012;
<i>KOTLARZ</i> (35th Ward)	West Cuyler Avenue (south side) at 3301;
	North St. Louis Avenue (east side) at 2737 (except for handicapped);
<i>NATARUS</i> (42nd Ward)	East Delaware Place (south side) at 5;
	North Hudson Avenue (east side) from West Superior Street to the first alley north thereof;
	North Sedgwick Street (west side) from West Superior Street to the first alley north thereof;
	West Superior Street (north side) from North Sedgwick Street to North Hudson Avenue;
<i>SCHULTER</i> (47th Ward)	West Sunnyside Avenue (north side) at 2108 (except for handicapped).

Referred -- AMEND PARKING OF VEHICLES PROHIBITED AT ALL
TIMES ON PORTION OF NORTH KENMORE AVENUE.

Alderman Volini (48th Ward) presented a proposed ordinance to prohibit the parking of vehicles on North Kenmore Avenue from a point 295 feet north of West Granville Avenue to a point 40 feet north thereof (instead of from a point 315 feet south of West Granville Avenue to

a point 50 feet south thereof, no parking at any time), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF "RESIDENT PERMIT PARKING"
ZONES DURING SPECIFIED HOURS AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed orders to establish "resident permit parking" zones for vehicles at specified hours at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
KRYSTYNIAK (23rd Ward)	South McVicker Avenue at 5300 -- 8:00 A.M. to 6:00 P.M. -- Sundays through Saturdays; West 53rd Street (north side) from South Keating Avenue to the first alley east thereof -- 8:00 A.M. to 5:00 P.M. -- Mondays through Fridays;
KOTLARZ (35th Ward)	North Spaulding Avenue (both sides) at 3900 -- 7:00 A.M. to 4:00 P.M. -- Sundays through Mondays.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONE ON SOUTH CHAPPEL AVENUE.

Alderman Humes (8th Ward) presented a proposed ordinance to establish a residential permit parking zone on the west side of South Chappel Avenue at 8600, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMEND RESIDENTIAL PERMIT PARKING ZONE
28 ON PORTION OF SOUTH HOYNE AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance to amend residential permit parking zone 28 on both sides of South Hoyne Avenue to read between West 110th Street and West 110th Place (instead of between West 110th Street and West 111th Street), which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- DISCONTINUE RESIDENTIAL PERMIT PARKING ZONE
ON PORTION OF SOUTH CHRISTIANA AVENUE.*

Alderman Sheahan (19th Ward) presented a proposed ordinance to discontinue the residential permit parking zone on both sides of South Christiana Avenue between the first alley south of West 111th Street and West 112th Place (extension to zone 27, 9:00 P.M. to 6:00 A.M.), which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- DESIGNATION OF SERVICE DRIVE AND PERMIT DIAGONAL
PARKING ON PORTION OF SOUTH LAWDALE AVENUE.*

Alderman Krystyniak (23rd Ward) presented a proposed order to designate as a service drive and permit diagonal parking thereof on the west side of South Lawndale Avenue from South Archer Avenue to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- ESTABLISHMENT OF TOW AWAY ZONES AT
SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to establish tow away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
BRADY (15th Ward)	South Western Avenue (east side) from West 70th Street to West 71st Street (one hour) -- Mondays through Saturdays -- at all times;
KRYSTYNIAK (23rd Ward)	South Neva Avenue (east side) from West Archer Avenue to the first alley south thereof (one hour) -- 8:00 A.M. to 8:00 P.M. -- Mondays through Saturdays;
HANSEN (44th Ward)	North Hawthorne Place at 525 -- Mondays through Sundays -- at all times.

*Referred -- INSTALLATION OF AUTOMATIC TRAFFIC
CONTROL SIGNALS.*

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location of Signal
MARZULLO (25th Ward)	West Cermak Road and South Oakley Avenue;
SCHULTER (47th Ward)	West Leland Avenue and North Lincoln Avenue;
	West Sunnyside Avenue and North Lincoln Avenue;
VOLINI (48th Ward)	North Ridge Avenue (west side) where Hollywood Avenue dead ends - - "Left Turn On Left Arrow Only".

Referred -- INSTALLATION OF TRAFFIC SIGNS
AT SUNDRY STREETS.

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
EVANS (4th Ward)	50th Street and South Dorchester Avenue -- "Stop";
	50th Street and West Forrestville Avenue -- "Stop";
SAWYER (6th Ward)	East 76th Street at the intersection of South Dorchester Avenue -- "Stop";
	South King Drive and East 97th Street -- "Stop";
HUMES (8th Ward)	South Harper Avenue at 9100 -- "Stop";
BRADY for MADRZYK (13th Ward)	South Lawndale Avenue at West 62nd Street -- "Stop";
	West 56th Place and South Karlov Avenue -- "Stop";

Alderman	Location and Type of Sign
<i>BRADY</i> (15th Ward)	West 70th Street and South Winchester Avenue -- "All-Way Stop";
<i>STREETER</i> (17th Ward)	South May Street and West 73rd Street -- "3-Way Stop"; South Morgan Street and West 77th Street -- "2-Way Stop"; South Racine Avenue and West 72nd Street -- "2-Way Stop"; South Racine Avenue and West 78th Street -- "2-Way Stop"; West 70th Street and South Union Avenue -- "2-Way Stop"; West 80th Street and South Lowe Avenue -- "2-Way Stop";
<i>SHERMAN</i> (21st Ward)	West 89th Street and South Normal Avenue -- "2-Way Stop"; West 90th Street and South Lowe Avenue -- "Stop"; West 97th Street and South LaSalle Street, stopping east and westbound traffic on West 97th Street and southbound traffic on South LaSalle Street -- "3-Way Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	South Nashville Avenue at West 64th Place -- "Stop"; South Normandy Avenue at West 64th Place -- "Stop"; West 62nd Street and South Mulligan Avenue -- "4-Way Stop";
<i>HAGOPIAN</i> (30th Ward)	West Belden Avenue at North Lamon Avenue -- "Stop";

Alderman

Location and Type of Sign

West School Street and North Kilpatrick Avenue -- "3-Way Stop";

West Wellington Avenue and North Leclaire Avenue -- "4-Way Stop";

SANTIAGO (31st Ward)

North Central Park Avenue at West Thomas Street -- "Stop";

MELL (33rd Ward)

North Kedzie Avenue (east service drive) at North Linden Place -- "Stop";

KOTLARZ (35th Ward)

West Byron Street and North Monticello Avenue -- "2-Way Stop";

North Drake Avenue at West Schubert Avenue -- "Stop";

North Springfield Avenue at West Belle Plaine Avenue -- "Stop";

North Troy Street and West Waveland Avenue -- "Stop";

BANKS (36th Ward)

West Cornelia Avenue and North Nottingham Avenue -- "3-Way Stop";

West George Street at North Nordica Avenue -- "Stop";

Southeast corner of North Octavia Avenue at West School Street -- "Stop";

Southeast and northwest corners of West Wrightwood Avenue and North McVicker Avenue -- "School Children Crossing";

Southeast and northwest corners of West Wrightwood Avenue and North Moody Avenue -- "School Children Crossing";

CULLERTON (38th Ward)

West Newport Avenue at North Melvina Avenue -- "Stop";

Alderman	Location and Type of Sign
	West School Street and North Lockwood Avenue -- "Stop";
	North Lavergne Avenue at West Waveland Avenue -- "Stop";
O'CONNOR (40th Ward)	West Ardmore Avenue and North Campbell Avenue -- "2-Way Stop";
	North California Avenue at West Balmoral Avenue -- "Stop";
PUCINSKI (41st Ward)	North Nicolet Avenue, West Circle Avenue, East Circle Avenue, West Hobart Avenue and North Nottingham Avenue -- "All-Way Stop";
OBERMAN (43rd Ward)	West Willow Street and North Dayton Street -- "3-Way Stop";
HANSEN (44th Ward)	West Barry Avenue at North Lakewood Avenue -- "Stop";
MC LAUGHLIN (45th Ward)	West Carmen Avenue and North New England Avenue -- "3-Way Stop";
	West Winona Avenue and North Long Avenue -- "3-Way Stop";
SCHULTER (47th Ward)	West Berteau Avenue at North Wolcott Avenue -- "2-Way Stop".

Referred -- SURVEY FOR INSTALLATION OF TRAFFIC
SIGNS AT SPECIFIED INTERSECTIONS.

Alderman Krystyniak (23rd Ward) presented two proposed orders for surveys to be made for the installation of traffic signs, of the nature indicated, at the entrances to the "T" alley bounded by South Archer Avenue, West 52nd Street, South Kolin Avenue and South Kildare Avenue "Through Traffic Prohibited" signs, and West 61st Street and South Narragansett Avenue, "4-Way Stop" signs, which were *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Resident District the area shown on Map No. 8-F bounded by

Lot 16 in Block 2 in Albert Crane's Subdivision of the North 1/2 of Lot 5 of the Canal Trustee's Subdivision in Section 33, Township 39 North, Range 14 East of the 3rd Principle Meridian, in Cook County, Illinois, (the address commonly known as 3125 South Normal Avenue).

BY ALDERMAN NATARUS (42nd Ward):

To classify as an R5 General Residence District instead of an R8 General Residence District the area shown on Map No. 3-E bounded by

East Pearson Street; North Lake Shore Drive; East Chicago Avenue; and a line 225 feet east of and parallel to North Michigan Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

EVANS (4th Ward)

Claimant

Newport Condominium Association;

Harper Square Cooperative;

Pioneer Cooperative, Incorporated;

Alderman

Claimant

University Park Condominium
Association;

BRADY for *MADRZYK* (13th Ward)

Springfield Court Condominium
Association;

Kings Court Condominium Phase II;

SHEAHAN (19th Ward)

Douglas W. Reynolds; Concord Lane
Condominium Association;

SHERMAN (21st Ward)

Thelma Pleasant;

KRYSTYNIAK (23rd Ward)

6710 West 64th Place Corporation;

Wimberton Court 1 Condominium
Association;

Stella Setlik;

HAGOPIAN (30th Ward)

Antonio Ponce;

LAURINO (39th Ward)

Bryn Mawr Terrace Condominium
Association;

Peterson Park Condominiums I & II;

Mr. Jesse Brazowitz;

PUCINSKI (41st Ward)

Edgewood Manor 1 Condominium
Association;

6853-6855 Olmstead Condominium
Association;

Innsbrook Condominium Association 3;

Birch Tree Manor 1 Condominium
Association;

Forest Towers 1 Condominium
Association;

6005-6009 Neola Condominium
Association;

Alderman

Claimant

NATARUS (42nd Ward)

Innsbrook 1 Condominium Association;

1300 North LaSalle Street
Condominium Association;220 East Walton Condominium
Association;McConnell Apartments Condominium
Association;LaSalle Manor Condominium
Association;100 Bellevue Place Condominium
Association;McCormick Mansion Condominium
Association;

1242 Lake Shore Drive Corporation;

850 DeWitt Condominium Association;

1530 North Dearborn Condominium
Association;

6-12 Scott Apartments, Incorporated;

OBERMAN (43rd Ward)Hemingway House Condominium
Association;

1550 Condominium Association;

Howe Court Condominium Association;

Vedado Condominium Association;

40/50 West Schiller Street Corporation;

Shakespeare Building Corporation;

MC LAUGHLIN (45th Ward)Cameron Courts Condominium
Association;

Alderman

Claimant

Rosedale Condominium Association;

Keeler Arms;

Goodman Court Condominium;

ORBACH (46th Ward)

707 Junior Terrace Condominium;
Association;700 Bittersweet Condominium
Association;720 Gordon Terrace Condominium
Association;

VOLINI (48th Ward)

Jack Kaufman.

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 for

ALDERMAN ROTI (1st Ward):

**CONGRATULATIONS EXTENDED TO DAVID BERG
AND COMPANY ON THEIR 125th
ANNIVERSARY.**

A proposed resolution, presented by Alderman Banks, reading as follows:

WHEREAS, David Berg and Company was founded in 1860 by David Berg, a German-Jewish immigrant, at Jackson and Sherman, now the site of the Board of Trade Building, and in 1950 moved to its present location in the Historic South Water Market; and

WHEREAS, David Berg and Company celebrated his inaugural year by introducing the hot dog to the delegates at the 1860 Republic National Convention; and

WHEREAS, David Berg and Company has the unique distinction of holding the U. S. Government Inspection Number 1, was issued Chicago's first "abattoir" (license to slaughter), and was one of the first companies to produce frankfurters in America; and

WHEREAS, David Berg and Company are famed makers of a complete line of pure beef deli products, that manufacture top quality products for Chicago and the nation, and service all major market segments which include in their client roster 10 major league baseball clubs and a multitude of sports and entertainment arenas across the country; and

WHEREAS, David Berg and Company through the close friendship of Charles Comisky introduced that hot dog to baseball fans in 1901, and supplied hot dogs and deli products to the Los Angeles Coliseum for the 1984 Olympic Games; and

WHEREAS, David Berg and Company was acquired by David Manaster in 1928 and has greatly expanded over the years and is now under the ownership of Paula Stein, President and daughter of David Manaster; and

WHEREAS, David Berg and Company will celebrate their 125th Anniversary as one of the City of Chicago's oldest businesses; and

WHEREAS, To commemorate this special event, David Berg and Company will provide a 1985 rendition of the Pony Express on October 14, 15 and 16, 1985; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled this 9th day of October, 1985, do hereby express our deep appreciation to David Berg and Company for their continuing tradition of service and commitment to the consumer and congratulations to Paula Stein, President on their 125th Anniversary and their designation as an Illinois Centennial Business by the Illinois State Historical Society; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Paula Stein, President of David Berg and Company.

Alderman Banks 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 Banks, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- CLOSE TO TRAFFIC PORTION OF WEST ARCADE
PLACE FOR OUTDOOR PARTY, ET CETERA.

Also, a proposed order, presented by Alderman Banks, to close to traffic that portion of West Arcade Place between 19 South LaSalle Street and 29 South LaSalle Street for the introduction of the City's real estate brokers to the newly renovated Manufactures Hanover Place and festivities in conjunction therewith, for the period October 23 through October 24, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order, presented by Alderman Banks, for the issuance of a sign permit to National Advertising Company, to erect a sign/signboard at 2055 South Desplaines Street for Joanna Western Mills, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN TILLMAN (3rd Ward):

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEE BY
EBENEZER MISSIONARY BAPTIST CHURCH IN
COMPLIANCE WITH CHICAGO MUNICIPAL
CODE.

A proposed ordinance requiring Ebenezer Missionary Baptist Church to pay a ten dollar license fee for the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTER
AT SPECIFIED LOCATION.

A proposed order petitioning the Chicago Transit Authority to consider the installation of a bus passenger shelter on South Michigan Avenue at East 125th Street for northbound passengers, which was *Referred to the Committee on Local Transportation*.

Referred -- PAVING OF VARIOUS ALLEYS BY SPECIAL ASSESSMENT.

Also, twelve proposed orders requesting the Board of Local Improvements to institute the necessary proceedings for the paving with concrete by special assessment various alleys, which were *Referred to the Committee on Streets and Alleys*, as follows:

North-south alley between South Eggleston Avenue and South Parnell Avenue, from West 121st Street to West 122nd Street;

North-south alley between South Harvard Avenue and South Stewart Avenue, from West 122nd Street to West 123rd Street;

North-south alley between South Parnell Avenue and South Wallace Street, from West 121st Street to West 122nd Street;

North-south alley between South Princeton Avenue and South Harvard Avenue, from West 121st Street to West 122nd Street;

North-south alley between South Stewart Avenue and South Eggleston Avenue, from West 122nd Street to West 123rd Street;

North-south alley between South Stewart Avenue and South Eggleston Avenue, from West 123rd Street to West 124th Street;

North-south alley between South Yale Avenue and South Princeton Avenue, from West 121st Street to West 122nd Street;

North-south alley between South Yale Avenue and South Princeton Avenue, from West 122nd Street to West 123rd Street;

North-south alley between South Yale Avenue and South Princeton Avenue, from West 123rd Street to West 124th Street;

North-south alley between South Yale Avenue and South Wentworth Avenue, from West 121st Street to West 122nd Street;

North-south alley between South Yale Avenue and South Wentworth Avenue, from West 122nd Street to West 123rd Street;

North-south alley between South Yale Avenue and South Wentworth Avenue, from West 123rd Street to West 124th Street.

Referred -- REQUEST FOR ALL CHICAGO TAXICAB COMPANIES
TO ESTABLISH PRACTICE OF SUBMITTING FARE RECEIPTS
FOR SERVICES RENDERED.

Also, a proposed resolution requesting that all taxicab companies doing business in Chicago establish a City-wide practice of supplying riders with receipts of fare upon arrival at their destination, which was *Referred to the Committee on Local Transportation*.

Presented by

**ALDERMAN HUTCHINSON (9th Ward) and
ALDERMAN HUMES (8th Ward):**

**GRATITUDE EXTENDED TO RUBY L. LARKIN FOR HER OUTSTANDING
COMMUNITY SERVICE AND LEADERSHIP.**

A proposed resolution reading as follows:

WHEREAS, Mrs. Ruby L. Larkin, who resides in the Rosemoor community on the Chicago's great far south side and who is Assistant Vice-President and Community Relations Officer at the Heritage Pullman Bank, is one of her community's most exemplary citizens and indeed one of the great community leaders in our City; and

WHEREAS, Thoroughly educated and experienced in the areas of finance and community relations, Mrs. Ruby L. Larkin has received numerous awards -- not only the many from far south side institutions who have benefited from her considerable contributions to youth, the elderly and many in between, but also an Achievement Award from Women in Management, Inc. (1984), and the Pride 1985 Award from the administrators of the Miss Black Illinois Pageant; and

WHEREAS, A considerate and close family person -- Mr. and Mrs. Chester Larkin are known and loved throughout the far south side community -- Mrs. Larkin holds memberships in many eleemosynary and professional organizations and is very active in the Lincoln Memorial Congregational Church as well, where she has been named Outstanding Member in 1985. She finds time for all her fellow persons in need, and is certainly one of this City's most outstanding and productive citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A. D., do hereby offer our expressions of gratitude to Mrs. Ruby L. Larkin for her outstanding contributions to her community and to this entire City, and that we extend to this exemplary citizen and her family our very best wishes in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Ruby L. Larkin.

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

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

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

Nays -- None.

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

Referred -- COMMITTEE ON FINANCE AUTHORIZED TO CONDUCT
INVESTIGATION REGARDING PERFORMANCE OF DATACOM
SYSTEMS, INCORPORATED.

A proposed resolution directing the Committee on Finance to investigate the performance of Datacom Systems, Incorporated, under its contract with the City and to immediately institute a moratorium on all parking collection efforts by Datacom Systems, Incorporated, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- AMENDMENT OF CHAPTER 82 OF CHICAGO MUNICIPAL
CODE CONCERNING USE OF PLASTIC PIPING
IN RESIDENTIAL BUILDINGS.

A proposed ordinance to amend Chapter 82 of the Chicago Municipal Code by inserting therein a new section to be known as Section 82-30 allowing the use of specified plastic piping in residential buildings not in excess of four stories in height, which was *Referred to the Committee on Buildings*.

Referred -- AMENDMENT OF CHAPTER 86, SECTION 86-10
OF CHICAGO MUNICIPAL CODE CONCERNING
USE OF ALTERNATE CABLE IN
ELECTRICAL INSTALLATIONS.

Also, a proposed ordinance to amend Chapter 86, Section 86-10 of the Chicago Municipal Code by inserting therein a new sub-section to be known as sub-section 86-10 (g) allowing the use of non-metallic sheath cable as substitute for approved methods of wiring for electrical installations in buildings which do not exceed four stories in height, which was *Referred to the Committee on Buildings*.

Referred -- DENUNCIATION OF CERTAIN PHILOSOPHIES OF
LOUIS FARRAKHAN.

Also, a proposed ordinance denouncing and rejecting certain philosophies espoused by Louis Farrakhan.

Alderman Vrdolyak moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Bloom, Vrdolyak, Huels, Majerczyk, Burke, Brady, Kellam, Sheahan, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Orr -- 17.

Thereupon, two committees having been called, the Committee on Neighborhood and Community Affairs and the Committee on Committees and Rules, the said proposed resolution was *Referred to the Committee on Committees and Rules*.

Presented by

ALDERMAN HUELS (11th Ward):

Referred -- DESIGNATION OF SPECIFIED PROPERTIES AS
APPROPRIATE FOR CLASS 6(B) ASSESSMENT.

A proposed ordinance to designate the properties located at 350 West Root Street and 319 West 40th Place, purchased by Kedvale Steel Corporation for the conduct of its business, as appropriate for a Class 6(b) tax assessment as defined by the Cook County Property Assessment Classification ordinance, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

COMMUNITY MENTAL HEALTH BOARD OF CHICAGO
INCORPORATED, COMMEMORATED ON OCCASION
OF THEIR TWENTIETH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, This year, 1985, marks the Twentieth Anniversary of the Community Mental Health Board of Chicago, Incorporated, which Board has been extremely effective in reducing the severity of mental illness in community settings; and

WHEREAS, The Community Mental Health Board of Chicago has for twenty years faithfully served as the official advisory board of the Mayor and the Department of Health/Bureau of Mental Health on all matters concerning the effective and efficient methods of treating the mentally ill; and

WHEREAS, This Board has gained national recognition for its strong advocacy and devotion of promoting the improvement of the quality of life of the poor and indigent mentally ill people of this City. Wherein the members of the Board have devoted thousands of volunteer hours and worked diligently, both at the City and State levels, for increased fundings for these centers; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in a meeting this 9th day of October, 1985, do hereby offer our sincere appreciation to the Community Mental Health Board of Chicago, Incorporated and the many volunteers working on behalf of their local neighborhood centers for their dedicated services to our City, and assure that their great work on behalf of humanity will always be appreciated, and that this body continues to be supportive of their efforts regarding the improvement of mental health services to its citizenry; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Patricia A. Quirk, Chairperson, Community Mental Health Board of Chicago, Incorporated.

Alderman Majerczyk 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 Majerczyk, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Presented for

ALDERMAN MADRZYK (13th Ward):

CONGRATULATIONS EXTENDED TO MR. HEIM POMERANCE ON
HIS 100TH BIRTHDAY CELEBRATION.

A proposed resolution, presented by Alderman Brady, reading as follows:

WHEREAS, Mr. Heim Pomerance will celebrate his 100th birthday on October 15, 1985;
and

WHEREAS, Mr. Pomerance came to the United States from Russia in August of 1905;
and

WHEREAS, Mr. Pomerance will celebrate this milestone in his life on Sunday, October, 20, 1985 with his family of two grandchildren and four great- grandchildren, neighbors and friends at the West Community Y.M.C.A. located at 6235 South Homan Avenue; and

WHEREAS, Mr. Pomerance has owned and operated a tailor and dry cleaning shop at 3444 West 63rd Street since 1915 where he works daily; and

WHEREAS, Mr. Pomerance is the oldest member of the Friendship Club; and

WHEREAS, Mr. Pomerance still maintains his State of Illinois Drivers License; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago on this 9th day of October, 1985 do hereby extend our heartiest congratulations to Heim Pomerance on his 100th birthday with our best wishes for good health, good times and good friends as the days go by; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and made available for presentation to Mr. Pomerance.

Alderman Brady 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 Brady, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

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

Nays -- None.

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

Presented by

ALDERMAN BRADY (15th Ward):

**BEST WISHES EXTENDED TO FIREFIGHTER EDWARD D.
DEMPSEY ON OCCASION OF HIS RETIREMENT.**

A proposed resolution reading as follows:

WHEREAS, Edward D. Dempsey is retiring from the Chicago Fire Department after almost three decades of outstanding and dedicated public service; and

WHEREAS, Edward D. Dempsey is a native and lifelong resident of Chicago's great southwest side. He graduated from Visitation Grammar School and Tilden Tech, served in the Navy in World War II, receiving his honorable discharge in January, 1946; and

WHEREAS, An outstanding family man, Edward D. Dempsey married Gertrude McCarthy in April of 1947; the couple has raised five fine children; and

WHEREAS, The leaders of our great City are always cognizant of the outstanding contributions of the valued people in public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A. D., do hereby offer our congratulations to Edward D. Dempsey on the occasion of his retirement from the Chicago Fire Department, and our best wishes to this outstanding Chicago citizen and his family for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edward D. Dempsey.

Alderman Brady 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 Brady, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

BEST WISHES EXTENDED TO FIRE DEPARTMENT BATTALION
CHIEF JOHN E. KAMMERER ON OCCASION OF
HIS RETIREMENT.

Also, a proposed resolution reading as follows:

WHEREAS, John E. Kammerer, an outstanding member of the Chicago Fire Department, has retired following over 33 years of diligent and dedicated public service; and

WHEREAS, John E. Kammerer is a lifelong resident of the great south side of Chicago. He graduated from Holmes Grammar School and Englewood High School, and served with distinction in the U. S. Navy from 1942-1946; and

WHEREAS, An outstanding family man, John E. Kammerer married Theresa McCormick in July, 1950, since which time the couple has raised three children; and

WHEREAS, Having served in many capacities in the Chicago Fire Department, John E. Kammerer retired as Battalion Chief this summer; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A. D., do hereby offer our congratulations and gratitude to John E. Kammerer on the occasion of his retirement from the Chicago Fire Department, and extend to this fine citizen and his family our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John E. Kammerer.

Alderman Brady 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 Brady, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Presented by

**ALDERMAN BRADY (15th Ward) and
ALDERMAN KRYSTYNIAK (23rd Ward):**

**BEST WISHES EXTENDED TO BAND DIRECTOR LOUIS RICCI
ON OCCASION OF HIS RETIREMENT.**

A proposed resolution reading as follows:

WHEREAS, Louis A. Ricci, the director of St. Rita High School's much- awarded marching band, is retiring after three decades of total dedication and success; and

WHEREAS, A 1953 graduate of St. Rita's himself, Louis A. Ricci received his Bachelor of Music degree from De Paul University and has served as St. Rita's Band Director since 1957. Under his direction, St. Rita's Marching Mustangs have become widely known throughout the midwest, participating in many significant events: serving as President John F. Kennedy's honor band in 1963, winning the midwest first place trophy in the Michigan City (Indiana) Summerfest three times during the 1960s, and becoming City of Chicago champions and No. 1 Class A Band in the 1983 Music Bowl competitions in Soldier Field; and

WHEREAS, Louis A. Ricci and St. Rita's Marching Mustangs are well-known and much loved for their participation in many key sports events, including St. Rita's own sports competitions. In the 1950s, they were the official band for the Chicago Cardinals football team; in 1963, they handled the half-time program in Green Bay, Wisconsin, when the Packers beat the Cleveland Browns for the N.F.L. Championship; they have contributed to many a half-time show for the Chicago Bears; and they were frequently featured during college basketball games for DePaul, Loyola, Notre Dame and others; and

WHEREAS, Always an inspiration to his students, Louis A. Ricci constantly reminded them that "You're only as good as your last show!" and instilled in them a sense of achievement and pride which have made St. Rita's Marching Mustangs one of the key music organizations in our great City; and

WHEREAS, An outstanding family man, Louis A. Ricci and his wife, Mary Fran, have four children and reside in the heart of Chicago's Midway area; and

WHEREAS, The leaders of this City are cognizant and duly proud of the achievers in our society: upholders of Chicago's "I Will" spirit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A. D., do hereby offer our gratitude and our congratulations to Louis A. Ricci, outstanding musician and outstanding citizen, on the occasion of his retirement as Band Director of St. Rita's Marching Mustangs, and that we extend to the Ricci family our very best wishes for happiness and prosperity throughout the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Louis A. Ricci.

Alderman Brady 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 Brady, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Presented by

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE POLICE CAPTAIN PAUL L. QUINN.

A proposed resolution reading as follows:

WHEREAS, Retired Police Captain Paul L. Quinn died on September 23, 1985, and he had earned the trust and loyalty of his comrades over a lifetime in the Chicago Police Department; and

WHEREAS, Paul L. Quinn gave his talent and industry to the building of Chicago's Police Department as one of the world's finest, having served as Administrative Assistant to the late Superintendent O. W. Wilson; and

WHEREAS, Paul Quinn is remembered as a man of fairness, given to a steady counsel and in the fellowship of the Police Department, he was regarded as a great and dear friend having been elected by his colleagues as President of the Chicago Police Sergeants Association; now, therefore,

Be It Resolved, That the Mayor and members of the City Council celebrate the memory of Paul Quinn and communicate our respect and affection to his friends and family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for Paul Quinn's family.

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, seconded by Alderman Schulter and Alderman Natarus, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

BEST WISHES EXTENDED TO JOSEPH A. SELIGA ON
OCCASION OF HIS RETIREMENT.

A proposed resolution reading as follows:

WHEREAS, Mr. Joseph A. Seliga, a life long resident of the City of Chicago, Back of the Yards area will retire from Talman Home Savings and Loan Association; and

WHEREAS, Joseph A. Seliga was born on November 10, 1920; received his early education at St. Michael's grammar school, graduating in the year 1934; Joseph then went on to St. Rita High School, graduating in 1938; and attended Fox Secretarial school; and

WHEREAS, Joseph married his lovely wife Evelyn in 1968, and was to be blessed with his son Joseph on May 1, 1972; and

WHEREAS, Joseph was to join Talman Home Savings and Loan Association in November of 1957; and

WHEREAS, Joseph was to be assistant Tab Manager in 1958, and to be Manager of Window Service in 1959; and in 1962, Joseph Seliga was to be Assistant Manager of Office Service; and

WHEREAS, Joseph A. Seliga was to be Assistant Secretary in 1966, and Manager of Advertising in February of 1967; and

WHEREAS, In January of 1969 Joseph was to be Assistant Vice-President and Senior Vice-President in December of 1982, and to serve as Manager of Office Services thru his retirement; and

WHEREAS, Joseph A. Seliga has been a very active member of St. Simon's Parish serving on the Parish Council Finance Committee, also a Man of Tolentine, and on the National Council of Catholic Men, and an active member of the St. Rita Alumni Association; and

WHEREAS, Joseph A. Seliga will be honored at a retirement dinner to be held on Tuesday evening, October 22, 1985, at the Mayfield Banquet Hall; now, therefore,

Be It Resolved That the Mayor and members of the City Council of the City of Chicago gathered here this 9th day of October do wish to extend their best wishes to Joseph A. Seliga upon his retirement, wish him many more years of health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph A. Seliga.

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

Nays -- None.

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

Referred -- AMENDMENT OF CHAPTER 22 OF CHICAGO
MUNICIPAL CODE CONCERNING COMMITTEE ON
FINANCE'S DUTIES IN REFERENCE TO
POLICE AND FIRE INJURY
CLAIMS.

Also, a proposed ordinance to amend Chapter 22, Sections 22-19, 22-23, and 22-24 of the Chicago Municipal Code concerning the Committee on Finance's duties regarding the payment of Police and Fire personnel's injury claims, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN KELLAM (18th Ward):

Referred -- AMENDMENT OF CHAPTER 82, SECTION 82-3
OF CHICAGO MUNICIPAL CODE PROHIBITING
INSTALLATION OF SECOND-STORY
KITCHEN PLUMBING IN SINGLE
FAMILY DWELLINGS.

A proposed ordinance to amend Chapter 82, Section 82-3 of the Chicago Municipal Code by inserting therein a new paragraph within Section 82-3 prohibiting the installation of second-story kitchen plumbing in a single family dwelling where such plumbing already exists on one floor of said dwelling, which was *Referred to the Committee on Zoning*.

Referred -- AMENDMENT OF CHAPTER 36, SECTION 36-49.1
OF CHICAGO MUNICIPAL CODE PROHIBITING
NEWSPAPER SALES ALONG VEHICULAR
TRAFFIC LANES.

Also, a proposed ordinance to amend Chapter 36, Section 36-49.1 of the Chicago Municipal Code by adding thereto certain language prohibiting the sale of newspapers along vehicular traffic lanes on any public ways, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- TEMPORARY CLOSING TO TRAFFIC PORTION OF SPECIFIED
ALLEY FOR SCHOOL PURPOSES.

Also, a proposed order to temporarily close to traffic that portion of the first alley 125 feet north of West 83rd Street and South Homan Avenue to a point 125 feet east thereof, and also the closing of South Homan Avenue from West 83rd Street to a point 125 feet north thereof during the hours of 11:00 A.M. to 2:00 P.M. on the days that school is in session, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- AMENDMENT OF CHAPTER 194A OF CHICAGO MUNICIPAL
CODE CONCERNING MAXIMUM FLOOR AREA RATIO PERMITTED
IN SINGLE FAMILY RESIDENCE DISTRICTS.

Also, a proposed ordinance to amend Chapter 194A of the Chicago Municipal Code, also known as the Chicago Zoning Ordinance, by inserting additional language within Articles 7.6-2 and 11.7-4 in reference to the maximum floor area ratio permitted in single family residence districts, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

CONGRATULATIONS EXTENDED TO CATHERINE AGNES CAULFIELD
MULCRONE ON OCCASION OF HER 100TH BIRTHDAY
CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, The distinguished Chicago citizen Catherine Agnes Caulfield Mulcrone, will observe her 100th birthday on October 11, 1985; and

WHEREAS, Catherine as born in Ballenvoash, Breaffy Castlebar, County Mayo, Ireland and emigrated to the United States in 1904 at age 19, settled on the great southwest side of

the City of Chicago marrying Edward Mulcrone on April 10, 1912 at St. Thomas the Apostle Church and they had nine children, Francis, Rita, Eileen, Kathleen, Marcella, Edward, Kenneth, Eugene, and Mary; and

WHEREAS, Catherine and Edward settled in St. Kilian's Parish where all the children were baptized and attended school and after 52 years of happy memories sold her home and now resides at the Little Sisters of the Poor Retirement Home in Palatine, Illinois; and

WHEREAS, Catherine's birthday will be celebrated on October 13, 1985, with her remaining 7 children, 41 grandchildren, 56 great grandchildren and approximately 400 invited guests; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here this 9th day of October, 1985 do hereby express our congratulations to this most distinguished Chicagoan and extend our best wishes to her and her family on this happy occasion; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Catherine Caulfield Mulcrone.

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

Nays -- None.

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

Referred -- EXPENDITURE OF MOTOR FUEL TAX FUNDS
AUTHORIZED FOR BUSINESS AREA IMPROVEMENTS.

Also, a proposed ordinance authorizing the Commissioner of Public Works to expend that portion of the Motor Fuel Tax Fund allocated to the City for projects at 111th and Western, 111th and Kedzie, and 111th and Longwood Drive for business area improvements, which was *Referred to the Committee on Finance*.

Referred -- CITY COUNCIL PETITIONED TO EMPLOY ONE
THOUSAND ADDITIONAL POLICE OFFICERS.

Also, a proposed resolution petitioning the City Council Committee on Finance to present its recommendations for the hiring of one thousand additional police officers in the City of Chicago, which was *Referred to the Committee on Police and Fire*.

Presented by

**ALDERMAN SHEAHAN (19th Ward) and
ALDERMAN KELLAM (18th Ward):**

TRIBUTE TO LATE POLICE SERGEANT EDWARD KEARNS, JR.

A proposed resolution reading as follows:

WHEREAS, Sergeant Edward Kearns, Jr., age fifty-four, a thirty year veteran of the Chicago Police Department, tragically lost his life in an airplane accident on September 29, 1985; and

WHEREAS, Sergeant Edward Kearns, Jr., having been appointed Police Officer on May 2, 1955, was recognized for his professional approach and was promoted to Detective on November 16, 1962; and

WHEREAS, On October 16, 1964 Edward Kearns, Jr., was promoted to the rank of Sergeant and assigned to Area 3 Property Crimes where he conducted numerous serious, criminal investigations to their successful conclusions; and

WHEREAS, Sergeant Edward Kearns, Jr., as a member of the Illinois National Guard served as a Flight Engineer; and

WHEREAS, Sergeant Edward Kearns, Jr., served with dedication and did a superb job with the Chicago Police Department demonstrating his total commitment to the people of the City of Chicago; and

WHEREAS, Sergeant Kearns is survived by his wife Geraldine, his son Edward, his father Edward Sr., his mother Mildred, his brother Ronald, who is a Police Officer for Chicago and his sister Kathleen Padilla; now, therefore,

Be It Resolved, That, we the Mayor and members of the Chicago City Council gathered here this 9th day of October 1985, A.D., do hereby honor Sergeant Edward Kearns, Jr., as an outstanding public servant and extend our deepest sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sergeant Edward Kearns, Jr.

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

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

TRIBUTE TO LATE DETECTIVE JOHN J. FINNEGAN.

Also, a proposed resolution reading as follows:

WHEREAS, Detective John J. Finnegan, thirty-eight years old, an eighteen year veteran of the Chicago Police Department, tragically lost his life in an airplane accident on September 30, 1985; and

WHEREAS, Detective John J. Finnegan joined the Police Department on November 20, 1967, because of his outstanding professionalism he was promoted to Evidence Technician assigned to the Criminalistics Division on September 16, 1971; and

WHEREAS, On November 1, 1973 John Finnegan was promoted to the position of Detective and assigned to Area 3 Property Crimes; and

WHEREAS, In 1981 Detective John J. Finnegan was assigned to the Personnel Division where he exhibited traits of competency, thoroughness and reliability that afforded him personnel staff to the Director of Personnel; and

WHEREAS, Detective John J. Finnegan was a 1964 graduate of Brother Rice High School and went on to receive a Bachelor of Arts Degree in Social Justice from Lewis University in 1967; and

WHEREAS, Detective John J. Finnegan with dedication and outstanding job performance with the Chicago Police Department demonstrated his total commitment to the people of the City of Chicago; and

WHEREAS, Detective John J. Finnegan is survived by his wife, the former Mary Ann Gorski, his mother Luella, his brother James and his sister Mary Lou Finnegan; now, therefore,

Be It Resolved, That, we the Mayor and members of the Chicago City Council gathered here this 9th day of October 1985 A.D., do hereby honor Detective John J. Finnegan as an outstanding public servant and extend our sincerest sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Detective John J. Finnegan.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit the 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 a rising vote.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

**CONGRATULATIONS EXTENDED TO KENNETH AND ELIZABETH OPERZEDEK
ON TWENTY-FIVE YEARS OF OUTSTANDING COMMUNITY
SERVICE.**

A proposed resolution reading as follows:

WHEREAS, The Ridge Funeral Home, 6620 West Archer Avenue, is celebrating a quarter-century of dedicated and skilled service to Chicago's great Southwest Side community; and

WHEREAS, Kenneth and Elizabeth Operzedek, owners of this fine establishment, live above the funeral home with their seven children and provide a model of lifestyle and efficiency to the community. The funeral home is newly refurbished and redecorated and thus is a source of great pride to the Operzedek family and to the Garfield Ridge community in general; and

WHEREAS, The Operzedeks are observing Ridge Funeral Home's Twenty-fifth Anniversary with an Open House Saturday, October 12, 1985, from noon to 5 P.M., during which time celebrities will appear and the chapel will be rededicated amidst general celebration; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A. D., do hereby offer our congratulations to Kenneth and Elizabeth Operzedek, owners of the Ridge Funeral Home, on that fine establishment's Twenty-fifth Anniversary of outstanding community service to the citizens of Chicago's Southwest Side, and also our very best wishes for continued success in the future, and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Kenneth Operzedek.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed* by yeas and nays as follows:

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

Nays -- None.

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

CONGRATULATIONS EXTENDED TO JAMES L. KRAUSE ON
ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, James L. Krause has deservedly earned and is being elevated to the rank of Eagle Scout at the Eagle Court of Honor October 27, 1985; and

WHEREAS, James L. Krause, a member of Boy Scout Troop No. 1499, has proven himself a constructive and contributing citizen and is a source of pride to his family, his friends and to this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A.D., do hereby offer our congratulations to James L. Krause on having been elevated to the rank of Eagle Scout, as well as our very best wishes to this fine citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James L. Krause.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed* by yeas and nays as follows:

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

Nays -- None.

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

CONGRATULATIONS EXTENDED TO JOHN AND ANNA WANER
ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. John Waner, lifelong residents of the great Southwest Side of the City of Chicago, have just celebrated Fifty Years of Wedded Bliss; and

WHEREAS, John Waner and the former Anna Kusek were married at St. Camillus Church September 28, 1935; and

WHEREAS, John Waner is responsible for the growth and development of many businesses and organizations throughout the southwest side of this City. A former Republican Ward Committeeman, mayoral candidate and FHA-HUD Director, he is currently the Vice-President of the Board of Directors of the Chicago Public Library; and

WHEREAS, Outstanding citizens of the Chicago Community, John and Anna Waner remain active with the Polish Roman Catholic Union of America where Mr. Waner is chairman of the Long Range Planning Committee. Anna and John Waner are the founders of Dancing Wheels Skating Center, an outstanding family recreational facility; and

WHEREAS, John and Anna Waner represent the solidity of family life of which the leaders of this great City are so justly proud: they have four children, six grandchildren and one great-grandchild; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A. D., do hereby offer our congratulations to Mr. and Mrs. John Waner on the occasion of their Golden Wedding Anniversary, and our best wishes to this outstanding Chicago family for many years of continuing happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. John Waner.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- AMENDMENT OF CHAPTER 106.2, SECTION 106.2-2 OF
CHICAGO MUNICIPAL CODE GRANTING DEPARTMENT OF
INSPECTIONAL SERVICES RIGHT OF APPROVAL
FOR AUDIO-VIDEO REPAIR SHOP LICENSES.

Also, a proposed ordinance to amend Chapter 106.2, Section 106.2-2 of the Chicago Municipal Code, hereafter granting the Department of Inspectional Services electrical

inspections section the right of approval for audio-video repair shop licenses, which was *Referred to the Committee on License.*

Referred -- APPROVAL OF PLAT OF SUBDIVISION FOR PORTION
OF SOUTH PULASKI ROAD.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Courtesy Plaza Subdivision located on the west side of South Pulaski Road, 813.84 feet north of West 54th Street, having a frontage of 747.00 feet along South Pulaski Road and a depth of 618.73 feet (plat 10-23-85-1009), which was *Referred to the Committee on Streets and Alleys.*

Referred -- CITY PETITIONED TO WAIVE CERTAIN FEES IN
REFERENCE TO HANDICAPPED CITIZENS.

Also, a proposed resolution petitioning the City of Chicago to pay upon qualification seventy-five percent of the cost of repairing defective sidewalks abutting residential property inhabited by handicapped persons, which was *Referred to the Committee on Municipal Code Revision.*

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- REQUEST TO AMEND STREET NOMENCLATURE FOR PORTION OF
WEST WALNUT STREET TO BE KNOWN AS "LENOX AVENUE".

A proposed order requesting the Commissioner of Public Works to rename that portion of West Walnut Street between North California Avenue and North Sacramento Avenue to be known hereafter as West Lenox Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF NEWSPAPER
STAND AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to Lucille Lee to operate a newspaper stand on the northeast corner of West Madison Street and North Leclaire Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred --REQUEST FOR AUTHORIZATION OF REAL ESTATE
TAX INCENTIVES FOR CERTAIN PROPERTY KNOWN AS
SUNBEAM PARK.

Also, a proposed resolution requesting the authorization of real estate tax incentives for the property known as Sunbeam Park, said incentive program being in pursuance of the Cook County Real Estate Classification Ordinance, which was *Referred to the Committee on Economic Development*.

Presented by

**ALDERMAN D. DAVIS (29th Ward), ALDERMAN NATARUS
(42nd Ward), and OTHERS:**

Referred -- CHICAGO HOUSING AUTHORITY AND UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT PETITIONED TO DEVELOP AND
IMPLEMENT TENANT-MANAGED PUBLIC
HOUSING IN CHICAGO.

A proposed resolution presented by Aldermen D. Davis, Natarus, W. Davis, Smith, Tillman, Rush, Evans and Streeter, petitioning the Chicago Housing Authority and the United States Department of Housing and Urban Development to investigate the possibility of developing and implementing a tenant or resident- managed public housing program for the residents of the Cabrini Green Homes, which was *Referred to the Committee on Housing and Neighborhood Development*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

TRIBUTE TO LATE MR. CHARLES J. FLECK, SENIOR.

A proposed resolution reading as follows:

WHEREAS, God, in His Infinite Wisdom, has called to his eternal reward Charles J. Fleck, Sr., former Alderman of the 45th Ward and a noted Chicago lawyer; and

WHEREAS, Charles J. Fleck, Sr., was honored in June by the Illinois Bar Association for his 50 years of distinguished practice. A graduate of Northwestern University's School of Law, Mr. Fleck had a dual career of corporate law and public service. In addition to his tenure as 45th Ward Alderman (1951-53), he was a former chairman of the Illinois Liquor Control Commission, public administrator of Cook County, an assistant attorney general for condemnation matters and three times a delegate to the Republican National Convention. During World War II he was active in the Red Cross and March of Dimes, and was state chairman of the Alcoholic Beverage Section of the 5th and 6th War Loan drives, selling more than \$80 Million worth of bonds. He was attorney for Anheuser-Busch for some 26 years; and

WHEREAS, An outstanding public figure and servant, Charles J. Fleck, Sr., was also an outstanding family man. His son, Charles J. Fleck, a former judge, remains one of this area's most distinguished lawyers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A.D., do hereby voice our sorrow on the passing of Charles J. Fleck, Sr., and express to his fine family our most sincere sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles J. Fleck, Sr.

Alderman Gabinski 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 Gabinski, seconded by Aldermen Schuler, Natarus, Mell and Laurino, the foregoing proposed resolution was *Adopted*, by a rising vote.

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 Acme-Wiley Corporation, to erect a sign/signboard at 2312 North Ashland Avenue for Wendy's Restaurant, which was *Referred to the Committee on Zoning*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Acme Sporting Goods Manufacturing Company, to maintain and use an existing canopy attached to the building or structure located at 1666 North Leavitt Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- AMENDMENT OF CHAPTER 193, SECTION 193-1.5
OF CHICAGO MUNICIPAL CODE CONCERNING ACTS
OF VANDALISM.

A proposed ordinance to amend Chapter 193 of the Chicago Municipal Code by striking therefrom and substituting in lieu thereof a new Section 193-1.5 requiring community work in addition to existing penalties for individuals guilty of vandalism, which was *Referred to the Committee on Police and Fire*.

Referred -- AMENDMENT OF CHAPTER 158 OF CHICAGO
MUNICIPAL CODE CONCERNING LICENSE ISSUANCE
FOR DAY CARE CENTERS.

Also, a proposed ordinance to amend Chapter 158 of the Chicago Municipal Code by inserting therein a new section to be known as Section 158-6.1 requiring the testing of water for lead content prior to issuance or renewal of Day Care Licenses, which was *Referred to the Committee on Health*.

Presented by

ALDERMAN KOTLARZ (35th 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 White Way Sign Company to erect a sign/signboard at 3515 West Irving Park Road for Irving Federal Savings, which was *Referred to the Committee on Zoning*.

Presented by

**ALDERMAN KOTLARZ (35th Ward) and
ALDERMAN D. DAVIS (29th Ward):**

Referred -- AMENDMENT OF CHAPTER 82 OF CHICAGO MUNICIPAL CODE
CONCERNING USE OF LEAD BASED SOLDER FOR PLUMBING.

A proposed ordinance to amend Chapter 82 of the Chicago Municipal Code by inserting a new section to be known as Section 82-42.1 prohibiting the use of lead or lead-based solder within aforesaid Chapter, which was *Referred to the Committee on Health*.

Presented by

ALDERMAN DAMATO (37th Ward):

Referred -- REQUEST TO CLOSE TO TRAFFIC PORTION OF WEST
IOWA STREET FOR SCHOOL PURPOSES.

A proposed order to close to traffic the southeast and northeast corners of West Iowa Street at its intersection with North Leamington Avenue and to stop north and southbound traffic on North Leamington Avenue entering West Iowa Street from 12:00 noon to 12:30 P.M. on all school days, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN CULLERTON (38th Ward):

Referred - INSTALLATION OF ALLEY LIGHT AT
SPECIFIED LOCATION.

A proposed order for the installation of an alley light in rear of premises at 4933 West Waveland Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred -- AMENDMENT OF CHAPTER 27 OF CHICAGO MUNICIPAL CODE
CONCERNING REVISION OF SECTION 27-411 WITHIN
TRAFFIC CODE.

A proposed ordinance to amend Chapter 27 of the Chicago Municipal Code, specifically Sections 27-411, 27-411.1, 27-411.2, and 27-332.1 in reference to erection regulations of signs, fees for said sign installation and maintenance, parking of vehicles in spaces reserved for the handicapped, and temporary removal or parking meters respectively, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS EXTENDED TO INEZ C. METZ ON OCCASION
OF HER 89th BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Inez C. Metz was born on January 1, 1897 in Charlevoix County, Michigan to her parents, James R. Calden, a medical doctor, and Nettie J. Ross Calden, a teacher; and

WHEREAS, Mrs. Metz had nine brothers and sisters plus two foster brothers; and

WHEREAS, Both parents were deceased by the time Mrs. Metz was twelve years of age, leaving her to raise all siblings and making sure they were all educated while at the same time obtaining her own education in banking, law and insurance; and

WHEREAS, Mrs. Metz married J. Edward Metz on April 17, 1925 and moved to Chicago; and

WHEREAS, Mrs. Metz was Girl Scout Leader and since then and at the present time is involved in many civic organizations and is an Albany Park Community Center board member, a Beat Representative of a 100 member club, the West River Park Improvement Association, Treasurer and Secretary, the North River Mental Health Board Treasurer, "Miss Holly" of the Albany Park Christmas Parade, founding member and chairperson of the Older, Wiser, Livelier Seniors (O.W.L.S.), assistant chairperson of the Christmas basket program of Albany Park, and assistant chairperson of arts and crafts and baked goods for fundraising for the Albany Park Community Center; and

WHEREAS, Inez C. Metz will celebrate her 89th birthday on January 1, 1986; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 9th day of October, A.D., 1985, do hereby offer our heartiest congratulations and best wishes to this outstanding and highly energetic woman on her 89th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Inez C. Metz.

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

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

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

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Also, three proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Edgewater Hospital -- to maintain and use a pedestrian tunnel under and across the east/west public alley between West Edgewater Avenue and West Hollywood Avenue to connect the premises at 1625 West Edgewater Avenue to the premises at 5700 North Ashland Avenue;

Peterson Bank -- to maintain and use four (4) inch conduits carrying telephone cable under and across North Jersey Avenue;

Peerless Imported Rugs, Incorporated -- to construct, maintain and use a communications cable connecting second floor levels of buildings located at 3030 North Lincoln Avenue and 3035 North Lincoln Avenue.

Referred -- ISSUANCE OF A SIGN PERMIT FOR ERECTION OF SIGN/
SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to White Way Sign Company to erect a sign/signboard at 4748 North Western Avenue for Saxon Paint, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- INSTALLATION OF PUBLIC LIGHTS AT SPECIFIED
LOCATIONS.

Three proposed orders for the installation of specified public lights at the locations listed below, which were *Referred to the Committee on Finance*, as follows:

Installation of alley lights at the rear of 8400-8500 West Castle Island Avenue;

Installation of street lights at 8520-8532 West Castle Island Avenue;

Installation of street lights at 8624 to 8646 West Catherine Avenue.

Presented by

ALDERMAN NATARUS (42nd Ward):

**BUILDINGS DECLARED PUBLIC NUISANCE AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

1301 North Wells Street; and

1100 North State Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

1301 North Wells Street; and

1100 North State Street,

are declared public nuisances, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Also, two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Columbia Broadcasting Systems, Incorporated -- to maintain and use a coaxial cable encased in a two (2) inch conduit running under and across East Ontario Street at a point one hundred and seventy (170) feet west of the west line of McClurg Court for a distance of seventy-five feet;

William Wrigley Junior Company -- to maintain a floodlighting system to illuminate the exterior of the Wrigley Building located at 400-410 North Michigan Avenue and any additions thereto upon the north side of the viaduct constituting the Wacker Drive extension.

Referred -- AMENDMENT OF GRANT OF PRIVILEGE FOR CERTAIN CANOPIES.

Also, a proposed ordinance to amend the ordinance passed by the Chicago City Council on March 20, 1985 (C.J.P. p. 14602) in reference to the maintenance and use of three canopies at 540 North Michigan Avenue by changing the number of canopies, the respective dimensions of said canopies, and the fee charged for said privilege, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO INSTALL AND MAINTAIN SPECIFIED PLANTERS.

Also, a proposed ordinance to issue the necessary permits for the maintenance and installation of planters at various locations for the American National Bank and Trust Company, Trust Number 6120, located in The Hermitage Rental Building, which was *Referred to the Committee on Streets and Alleys*.

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC ALLEY.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east-west 18-foot public alley in the block bounded by East

Grand Avenue, North Columbus Drive, East Illinois Street, and North St. Clair Street, the western line of which is a line 150 feet west of and parallel to the extended western line of North Seneca Street; North Seneca Street, between East Grand Avenue and East Illinois Street; East North Water Street, between the western line of North Columbus Drive on the east, and a line 160 feet east of and parallel to the extended western line of North St. Clair Street, south of East Illinois Street as extended to intersect with the south line of East North Water Street; an irregularly shaped portion of East North Water Street, lying east of, and adjacent to, the east line of North Columbus Drive; East North Water Street, between the Canal and Basin on the east, and a line 206 feet west of the west line of North Lake Shore Drive, for Chicago Dock- Equitable Venture, an Illinois General Partnership (No. 10-1-85-999); said ordinance of vacation shall include a plat of dedication of streets and parts of streets by the aforementioned owner in accordance with the Plan of Development for Cityfront Center as may be approved by the City Council. Said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO CLOSE TO TRAFFIC
PORTION OF CERTAIN ALLEY.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Lee F. Flaherty, to close to traffic the east-west alley, known as Flair Lane, adjacent to the Flair House, 214 West Erie Street, and also West Erie Street between North Wells Street and North Franklin Street for the period October 18 through October 20, 1985 for the running of the Ninth Annual America's Marathon/Chicago, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SUNDRY LOCATIONS.

Also, nine proposed orders to issue permits to construct and maintain canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

General Parking Corporation -- to maintain and use existing canopy at 400 North Wabash Avenue;

LaSalle National Bank, under Trust Number 107656 -- to maintain and use an existing canopy at 102 East Chestnut Street;

LaSalle National Bank, under Trust Number 10-23364-09 -- to maintain and use an existing canopy at 1240 North Wells Street;

LaSalle Street Press Building Corporation -- to maintain and use an existing canopy at 325 West Ohio Street;

McDonald's Corporation -- to construct and maintain a canopy at 645 North McClurg Court;

Edward K. Stackler -- to maintain and use an existing canopy at 70 East Walton Street;

Two East Oak Condominium Association -- to maintain and use an existing canopy at 2 East Oak Street;

Twenty East Cedar Condominium Association -- to maintain and use an existing canopy at 20 East Cedar Street;

717 Associates -- to maintain and use an existing canopy at 717 North Michigan Avenue.

Referred -- ISSUANCE OF PERMIT TO OPERATE
NEWSPAPER STAND AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Frank Rullo for the operation of a newspaper stand on the northeast corner of North Dearborn Street and West Division Street, operated Sunday through Saturday, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ERECTION AND INSTALLATION OF IDENTIFICATION
PYLON AT EAST SUPERIOR STREET AND NORTH
MICHIGAN AVENUE.

Also, a proposed order to issue the necessary permits to the Water Tower Bank, to erect and install an identification pylon on East Superior Street on the west point of the City parkway located near the southeast corner of North Michigan Avenue and East Superior Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN NATARUS (42nd Ward) and OTHERS:

DECEMBER 6, 1985 PROCLAIMED "AFRICAN AMERICAN
DAY IN CHICAGO."

A proposed resolution, presented by Aldermen Natarus, D. Davis, Smith, Rush, Humes, Sawyer, Sherman and Kelley, reading as follows:

WHEREAS, The City of Chicago is one of the greatest cities in the world, a City renowned for its vibrant spirit, the openness and friendliness of its citizens and their desire to work hard and sacrifice for a better life for themselves and their children; and

WHEREAS, The great character of the City of Chicago was forged from the diversity of its citizens and from the special contributions made by the City's many ethnic and racial groups; and

WHEREAS, Chicago is one of the few cities that not only respects but celebrates its rich ethnic and racial heritage; and

WHEREAS, The first permanent settler of Chicago was a black, Jean Baptiste Point du Sable, in whose home the first marriage in Chicago was performed, the first election was held, and the first court handed down justice; and

WHEREAS, This City's black citizens were always among the first to volunteer and risk their lives to serve our country in safeguarding our liberties - from the Civil War down to the present; and

WHEREAS, For generations black men and women have contributed greatly in building and maintaining the great reputation of Chicago in business, politics, the arts, and the professions; and

WHEREAS, All citizens of Chicago can be just proud of the unique contributions made by black men and women to this great City - Chicago; and

WHEREAS, The 6th day of December, 1985 will mark the 120th anniversary of the ratification of the Thirteenth Amendment to the Constitution of the United States thereby ending the abomination of slavery and bringing the laws of our land in line with the ideal that "All men are created equal"; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985 A.D., do hereby declare December 6, 1985, to be "African American Day in Chicago" and that we do hereby urge all citizens of Chicago to remember and honor all the contributions that black people have made toward the greatness of this City.

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

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

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

Nays -- None.

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

Presented by

ALDERMAN HANSEN (44th Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF NEWSPAPER
STAND AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to Joseph Wladas to operate a newspaper stand on the northwest corner of North Lincoln Avenue and West Wellington Avenue on Sundays only, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

CONGRATULATIONS EXTENDED TO WILLIAM JOHN GOETZ
ON ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, William John Goetz, a member of Boy Scout Troop 969, has just earned the Eagle Badge, the highest award that can be earned in the Boy Scouts of America; and

WHEREAS, William John Goetz, a resident of Chicago's great Northwest Side, maintains an excellent academic status in school; and

WHEREAS, William John Goetz, has been a positive influence with his associates and in the Community. He represents the best in youth of our great City, of which its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A. D., do hereby offer our congratulations to William John Goetz on achieving the status of Eagle Scout, as well as our best wishes to this fine young citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eagle Scout William John Goetz.

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

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

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

Nays -- None.

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

CONGRATULATIONS EXTENDED TO TIMOTHY JAMES MURPHY
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Timothy James Murphy, a member of Boy Scout Troop 969, has just earned the Eagle Badge, the highest award that can be earned in the Boy Scouts of America; and

WHEREAS, Timothy James Murphy, a resident of Chicago's great northwest side, maintains an excellent academic status in school; and

WHEREAS, Timothy James Murphy, has been a positive influence with his associates and in the community. He represents the best in youth of our great City, of which its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A.D., do hereby offer our congratulations to Timothy James Murphy, on achieving the status of Eagle Scout, as well as our best wishes to this fine young citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eagle Scout Timothy James Murphy.

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

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

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

Nays -- None.

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

Presented by

ALDERMAN ORBACH (46th Ward):

Referred -- TRANSFER OF FUNDS FROM RESIDENTIAL URBAN
RENEWAL TO PEGASUS PLAYERS.

A proposed ordinance to transfer the sum of \$50,000 from the Residential Urban Renewal Improvement Account to Pegasus Players, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders to issue permits for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys* as follows:

Ravenswood Hospital Medical Center -- to maintain and use an existing canopy at 1931 West Wilson Avenue;

Anthony J. Riggio, d/b/a Caffè Pranzo -- to construct, maintain and use a canopy at 4100 North Western Avenue.

Presented by

ALDERMAN VOLINI (48th Ward):

NOVEMBER 16, 1985 PROCLAIMED "MIDNIGHT IN THE MARINE ROOM"
DAY IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, The Edgewater Community Council is a not-for-profit corporation of residents, businessmen, institutional representatives and neighborhood organizations working together for the improvement of their lakefront community bounded by Devon Avenue, Lake Michigan, Foster Avenue and Ravenswood Avenue; and

WHEREAS, The Edgewater Community Council, Incorporated, has been a driving force in the Edgewater neighborhood of this great City of Chicago for over 25 years; and

WHEREAS, The Edgewater Community Council has promulgated many community programs which it helps to fund through its annual "Midnight in the Marine Room" Benefit, which in addition honors one of this City's most famous and belovedly remembered gathering places, located in the world-renowned Edgewater Beach Hotel, which was an area landmark until its demise in the 1960s; and

WHEREAS, Now that the Edgewater community has embarked on its 100th year, the November 16, 1985 "Midnight in the Marine Room" Benefit, which takes place at the Broadway Armory, a Chicago Park District facility at 5917 N. Broadway, heralds the Centennial celebrations planned for the Edgewater community during the next 12 months; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of October, 1985, A. D., do hereby declare November 16, 1985, to be known as "Midnight in the Marine Room" Day in Chicago, and ask that all citizens of our great City be made cognizant of the Benefit planned by the Edgewater Community Council on that date.

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

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

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

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 Ken-Bryn Building Company to maintain an existing enclosed fire escape extending from the third floor to the

sixth floor at the rear of the premises at 5547 North Kenmore Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN VOLINI (48th Ward) and
ALDERMAN O'CONNOR (40th Ward):**

Referred -- ISSUANCE OF PERMIT TO CONDUCT SIDEWALK
SALE AT SPECIFIED LOCATION.

A proposed order to issue a permit to the Andersonville Chamber of Commerce to conduct a sidewalk sale on both sides of North Clark Street from West Carmen Avenue to West Ridge Avenue for the period of October 10 through October 12, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN ORR (49th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO HOWARD AREA COMMUNITY
CENTER TO HOLD SIDEWALK SALE.

A proposed order requesting the Commissioner of Public Works to grant permission to Howard Area Community Center, to hold a sidewalk rummage sale in front of the premises at 7638-7648 North Paulina Street for the period of October 5 through October 6, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN ORR (49th Ward) and OTHERS:

Referred -- CITY COUNCIL PETITIONED TO SUPPORT FRESH
GRAPE BOYCOTT CALLED BY UNITED
FARMWORKERS OF AMERICA.

A proposed resolution, presented by Aldermen Orr, Oberman, Rush, D. Davis, Tillman, Henry, Bloom, Evans, Streeter, Smith, Hansen and Santiago, petitioning the City Council to support the fresh grape boycott called by the United Farmworkers of America.

Alderman Orr moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, Smith, D. Davis, Frost, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr -- 21.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Burke, Brady, Kellam, Sheahan, Krystyniak, Marzullo, Nardulli, Hagopian, Gabinski, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin -- 19.

Thereupon, two committees having been called, the Committee on Committees and Rules and the Committee on Human Rights and Consumer Protection, said proposed resolution was *Referred to the Committee on Committees and Rules.*

**FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN BANKS for ALDERMAN ROTI (1st Ward):

The Grace Episcopal Church -- for electrical installations and remodeling on the premises known as 637-641 S. Dearborn Street.

The University of Illinois/Magnetic Resonance Center -- for renovation of existing structure on the premises known as 1653 W. Polk Street.

BY ALDERMAN NARDULLI (26th Ward):

Holy Trinity Cathedral Orthodox Church of America -- for repairs to the church structure on the premises known as 1121 N. Leavitt Street.

BY ALDERMAN LAURINO for ALDERMAN STONE (50th Ward):

University Bible Fellowship -- for alterations and repairs to existing church structure on the premises known as 6558 N. Artesian Avenue.

LICENSE FEE EXEMPTION:

BY ALDERMAN HAGOPIAN (30th Ward):

Lambs of the Fold Preschool and Day Care Center, 5110 W. Diversey Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN EVANS (4th Ward):

Lutheran School of Theology, 1100 E. 55th Street -- building inspection.

BY ALDERMAN BLOOM (5th Ward):

The Catholic Theological Union, 5401 S. Cornell Avenue -- building and elevator inspections (2).

The University of Chicago, sundry locations -- building and elevator inspections (2).

BY ALDERMAN HUTCHINSON (9th Ward):

All Saints Church, 10809 S. State Street -- building inspection.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Day Nursery, 4600 S. McDowell Avenue -- elevator inspection.

BY ALDERMAN DAMATO (37th Ward):

Saint Anne's Hospital, sundry locations -- elevator inspection.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, sundry locations -- elevator inspections.

Rehabilitation Institute of Chicago, 345 E. Superior Street -- elevator inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Lincoln Park Rehabilitation Center, 2032-2042 N. Clybourn Avenue -- elevator inspection.

Rehabilitation Training Center/Ludlow Typograph Company, 2032 N. Clybourn Avenue -- driveway inspection.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital, sundry locations -- elevator inspections.

BY ALDERMAN VOLINI (48th Ward):

Self-Help for the Aged, 908 W. Argyle Street -- elevator inspection.

REFUND OF FEES:

BY ALDERMAN BANKS for **ALDERMAN ROTI** (1st Ward):

Grace Episcopal Church, 33 W. Jackson Boulevard -- Refund of Permit B- 655321 and 675267-1, for the amount of \$4,127.25.

BY ALDERMAN NARDULLI (26th Ward):

Holy Trinity Cathedral Orthodox Church of America, 1121 N. Leavitt Street -- Refund of Permit 659362 for the amount of \$253.00.

BY ALDERMAN HAGOPIAN (30th Ward):

Lambs of the Fold Preschool and Day Care Center, 5110 W. Diversey Avenue - -Refund of License Fee for the amount of \$75.00.

BY ALDERMAN LAURINO for **ALDERMAN STONE** (50th Ward):

University Bible Fellowship, 6558 N. Artesian Avenue -- Refund of Permit 659264 for the amount of \$73.00.

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (June 12, 1985).

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, June 12, 1985 as follows:

Page 17844 - by striking the time "9 A.M." appearing on the second line from the bottom of the page and inserting "9 P.M." in lieu thereof.

The motion *Prevailed*.

JOURNAL (August 7, 1985).

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, August 7, 1985 as follows:

Page 19096 -- by inserting the following language immediately after the nineteenth line from the top of the page:

"SECTION 3. Amend ordinance passed 9-26-56, pages 3302-3303 by striking the language "N. Natoma Avenue from W. North Avenue to W. Armitage Avenue -- southerly" and inserting "N. Natoma Avenue from W. Cortland Street to W. Armitage Avenue --northerly".

Page 19108 -- by inserting the following language immediately after the eighteenth line from the top of the page:

"West 102 Street
(both sides)

Between South Springfield Avenue
and South Pulaski Road -- at all times --
Zone 13.

West 102nd Place

From South Harding Avenue to South
Springfield Avenue -- at all times."

Page 19115 -- by inserting the following language immediately after the sixteenth line from the top of the page:

"West 61st Street and "All-Way Stop" sign."
South Meade Avenue

The motion to correct *Prevailed*.

JOURNAL (September 24, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on September 24, 1985, at 9:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AUTHORITY GRANTED FOR EXECUTION OF CONCESSION LICENSE AGREEMENT WITH O'HARE RENT A CAR, INCORPORATED AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

On motion of Alderman Damato, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of September 24, 1985, pages 20125 through 20144, recommending that the City Council pass a proposed ordinance authorizing the execution of a concession license agreement with O'Hare Rent A Car, Inc. for certain premises at Chicago-O'Hare International Airport.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 45.

Nays -- None.

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

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:

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 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-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 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 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 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-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 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-O'Hare International 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 Licensors 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 Licensors, 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 Licensors' 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 Licensors 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 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. 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 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.

[Signature forms omitted for printing purposes.]

[Exhibits printed on pages 20679 through 20680 of this Journal.]

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

AUTHORITY GRANTED FOR EXECUTION OF AUTOMOBILE
RENTAL CONCESSION AGREEMENT WITH HERTZ
CORPORATION AT CHICAGO
MIDWAY AIRPORT.

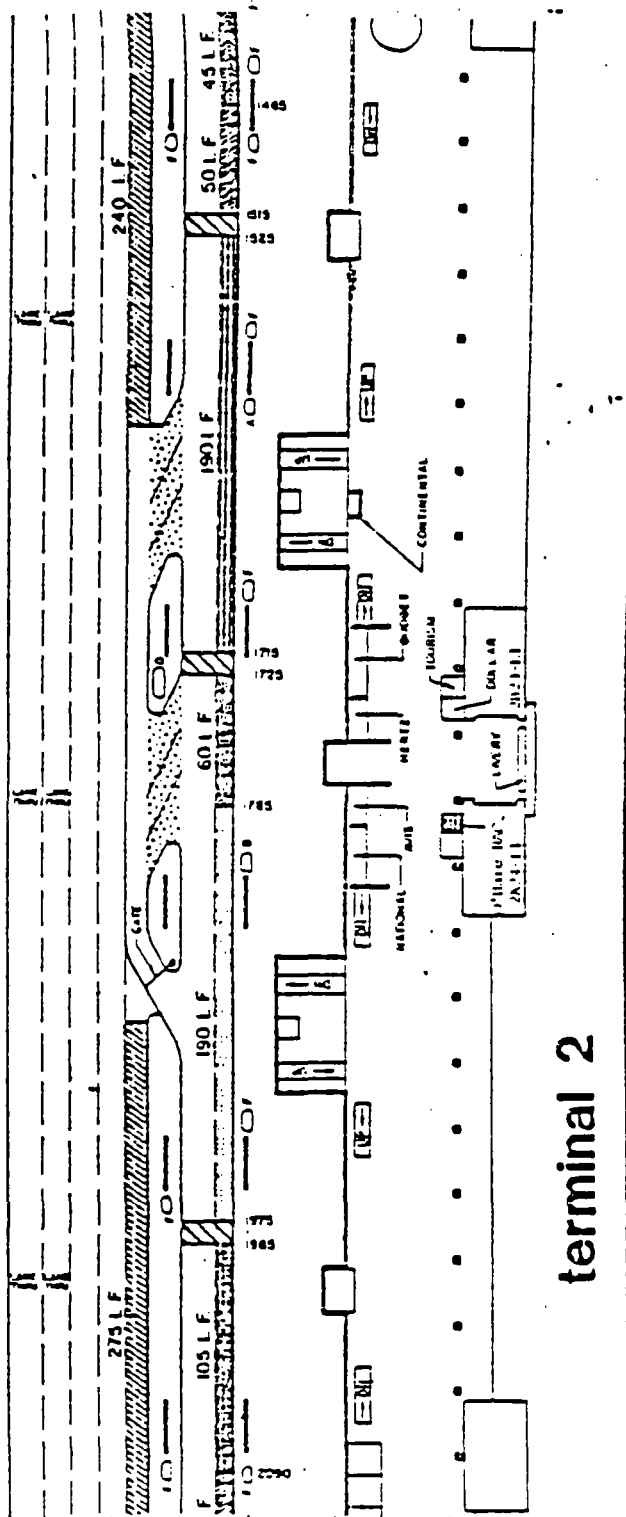
On motion of Alderman Damato, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of September 24, 1985, pages 20144 through 20163, recommending that the City Council pass a proposed ordinance authorizing the execution of an Automobile Rental Concession Agreement with Hertz Corporation for certain premises at Chicago Midway Airport.

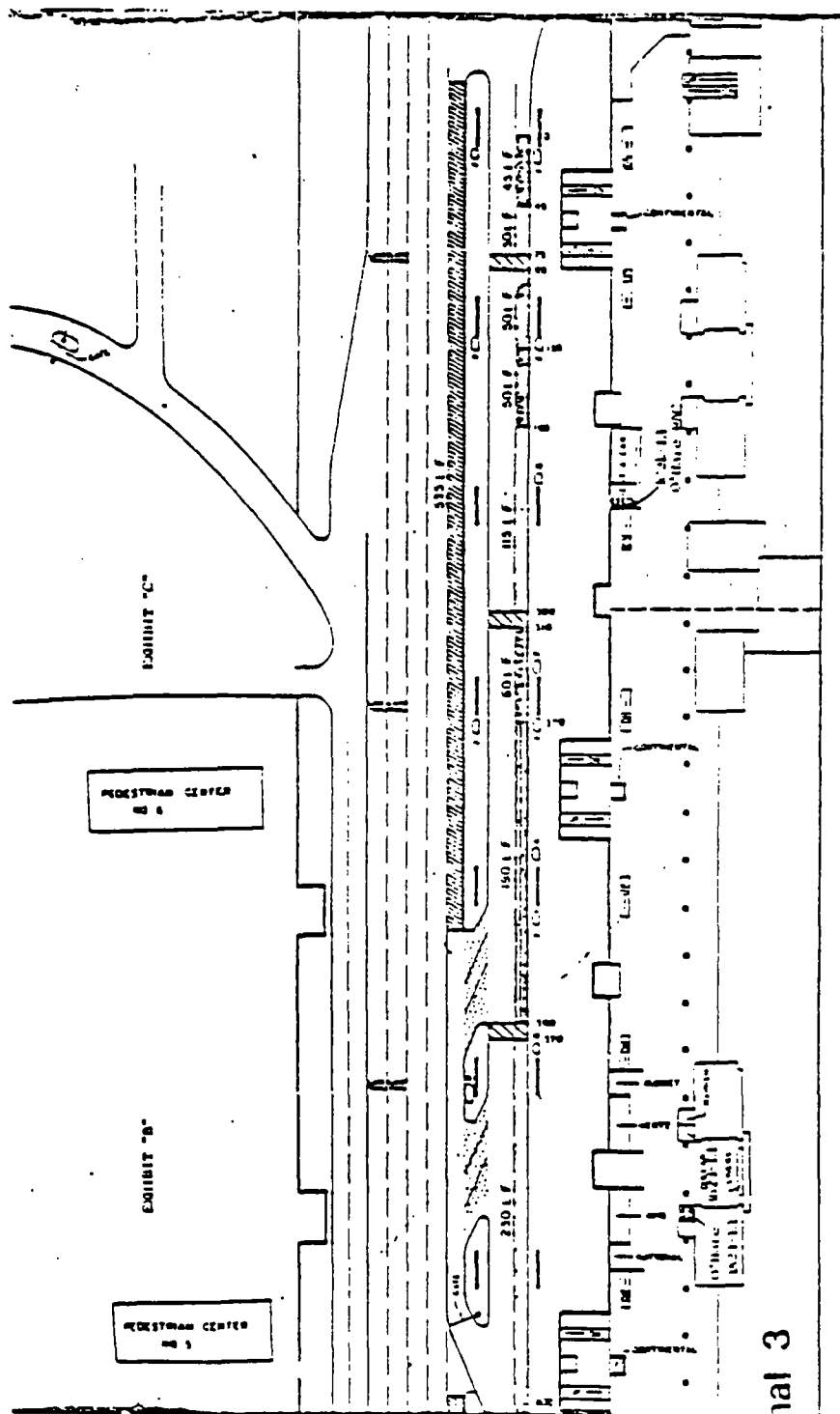
On motion of Alderman Damato, the said proposed ordinance was *Passed* by yeas and nays as follows:

(Continued on page 20681)

control tower

EXHIBIT "A"





(Continued from page 20678)

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schultzer, Volini, Orr -- 45.

Nays -- None.

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

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:

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 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 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 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 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, 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.]

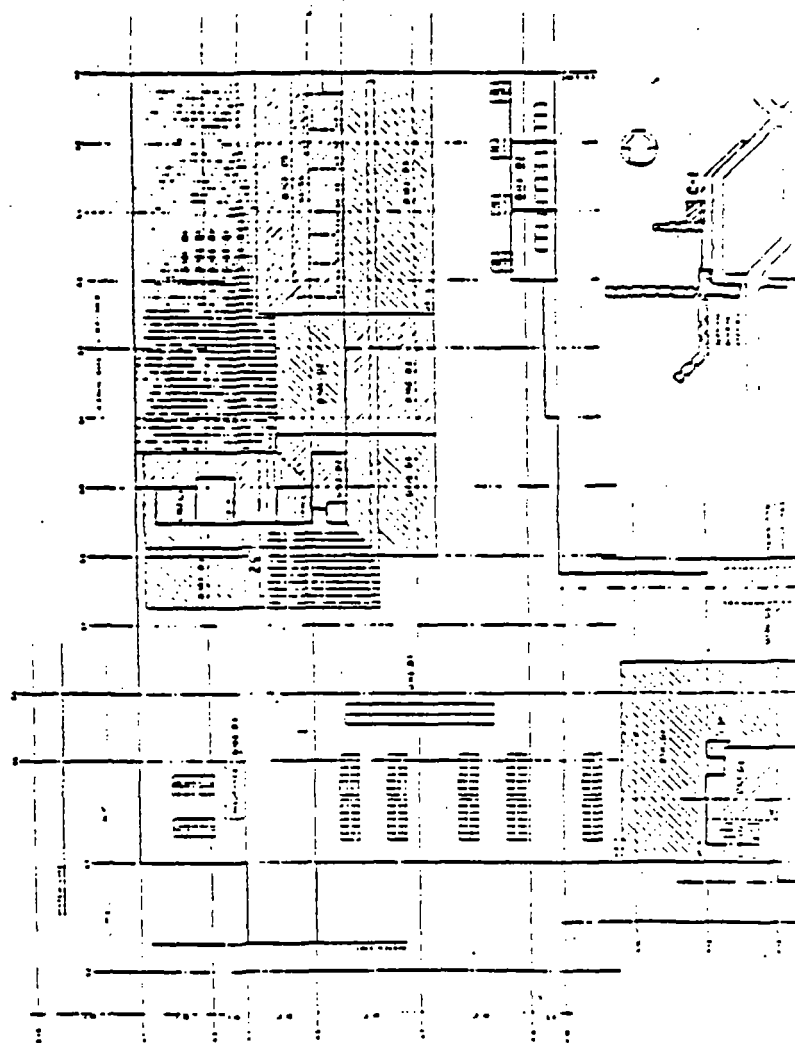
[Exhibits printed on pages 20698 through 20699 of this Journal.]

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

AUTHORITY GRANTED FOR EXECUTION OF AUTOMOBILE
RENTAL CONCESSION AGREEMENT WITH BUDGET
RENT-A-CAR CORPORATION AT CHICAGO
MIDWAY AIRPORT.

(Continued on page 20700)

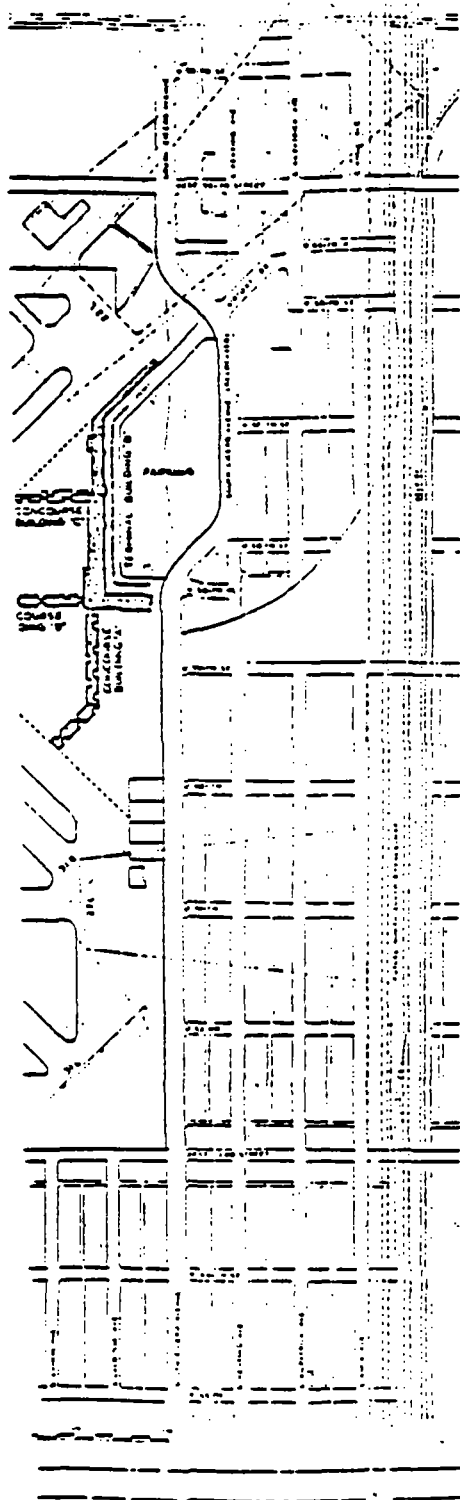
EXHIBIT "A"



10/9/85

UNFINISHED BUSINESS

20699



EXISTING



CHICAGO MIDWAY AIRPORT AREA ASSIGNMENTS LOCATION PLAN	
C.F. MURPHY ASSOCIATES ARCHITECTS CHICAGO	CITY OF CHICAGO RICHARD J. DALEY MAYOR
ENGINEERS ILLINOIS	
DATE: 10/9/85	SCALE: 1" = 100'
APPROVED: [Signature]	855-01 2

(Continued from page 20697)

On motion of Alderman Damato, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of September 24, 1985, pages 2061 through 20182, recommending that the City Council pass a proposed ordinance authorizing the execution of an Automobile Rental Concession Agreement with Budget Rent-A-Car, for certain premises at Chicago Midway Airport.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 45.

Nays -- None.

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

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:

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").

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 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 Licensors, 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) Licensors, 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 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 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, Non-discrimination 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 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 20717 through 20718 of this Journal.]

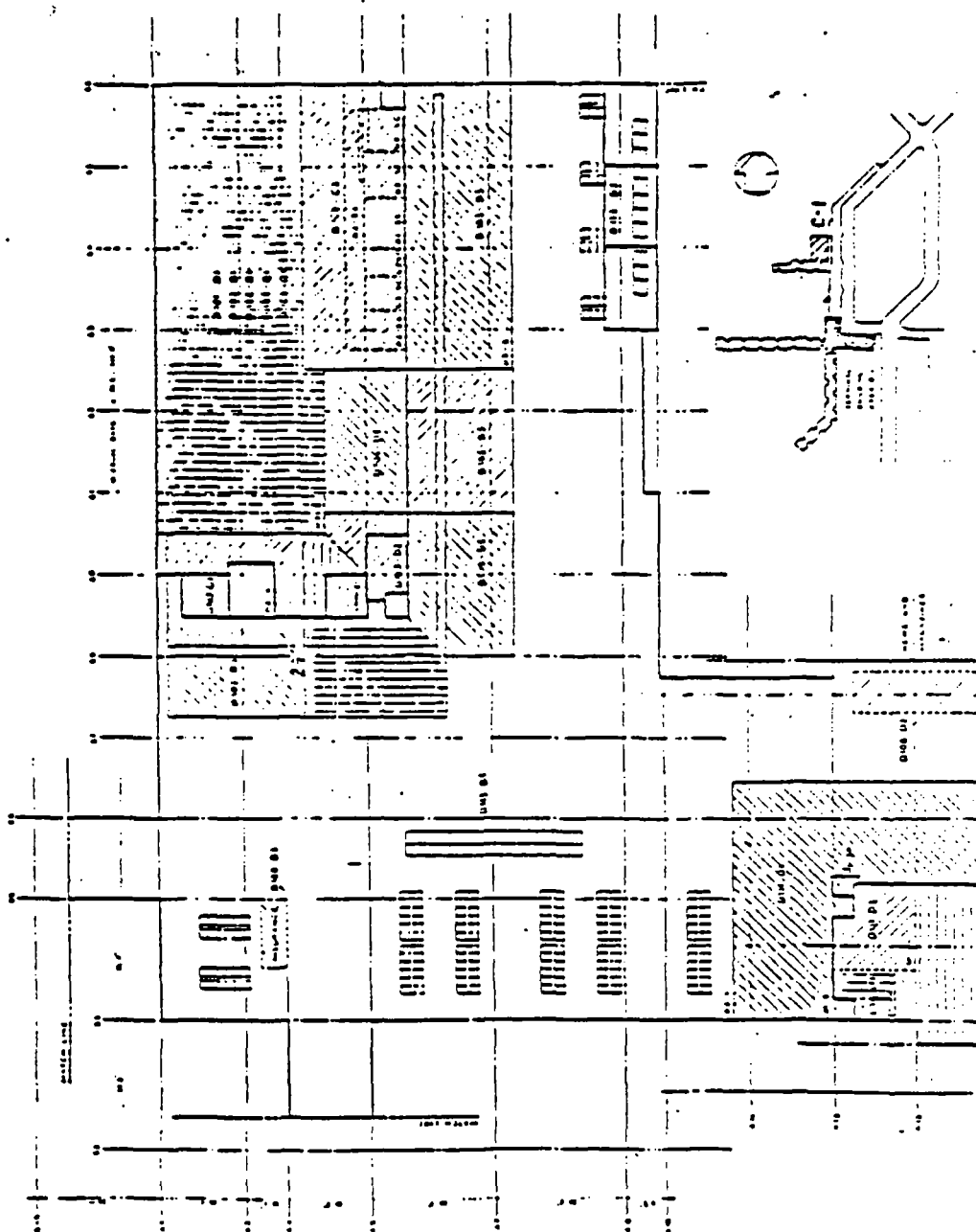
SECTION 2. This ordinance shall be in force and effect from and after its passage.

10/9/85

UNFINISHED BUSINESS

20717

EXHIBIT "A"



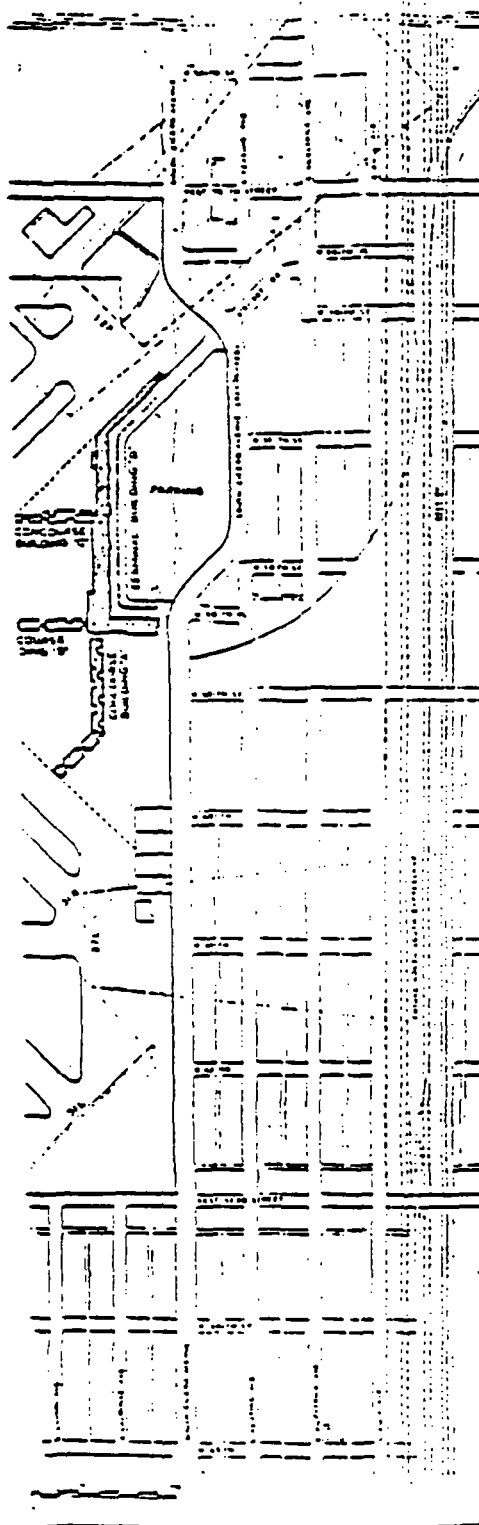


EXHIBIT "B"



CHICAGO MIDWAY AIRPORT
AREA ASSIGNMENTS
LOCATION PLAN

C.F. MURPHY ASSOCIATES
ARCHITECTS
CHICAGO

ENGINEERS
ILLINOIS

CITY OF CHICAGO
RICHARD J. DALEY
MAYOR

DATE: 10/9/85 SCALE: 1"=100'

1856-01 2

AUTHORITY GRANTED FOR EXECUTION OF AUTOMOBILE
RENTAL CONCESSION AGREEMENT WITH AUTOCAT
COMPANY AT CHICAGO MIDWAY AIRPORT.

On motion of Alderman Damato, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of September 24, 1985, pages 20180 through 20201, recommending that the City Council pass a proposed ordinance authorizing the execution of an Automobile Rental Concession Agreement with Autocat Company for certain premises at Chicago Midway Airport.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 45.

Nays -- None.

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

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:

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 Autocat 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.

This Agreement made this _____ day of _____, 1985, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Autocat 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 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 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, Non-discrimination
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 Licenser 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 Licenser 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 Licenser, 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 Licenser 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 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, Autocat 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 20737 through 20738 of this Journal.]

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

AUTHORITY GRANTED FOR EXECUTION OF AUTOMOBILE
RENTAL CONCESSION AGREEMENT WITH NATIONAL
CAR RENTAL SYSTEM, INCORPORATED AT
CHICAGO MIDWAY AIRPORT.

On motion of Alderman Damato, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of September 24, 1985, pages 20199 through 20220, recommending that the City Council pass a proposed ordinance authorizing the execution of an Automobile Rental Concession Agreement with National Car Rental System, Inc., for certain premises at Chicago Midway Airport.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 45.

Nays -- None.

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

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:

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:

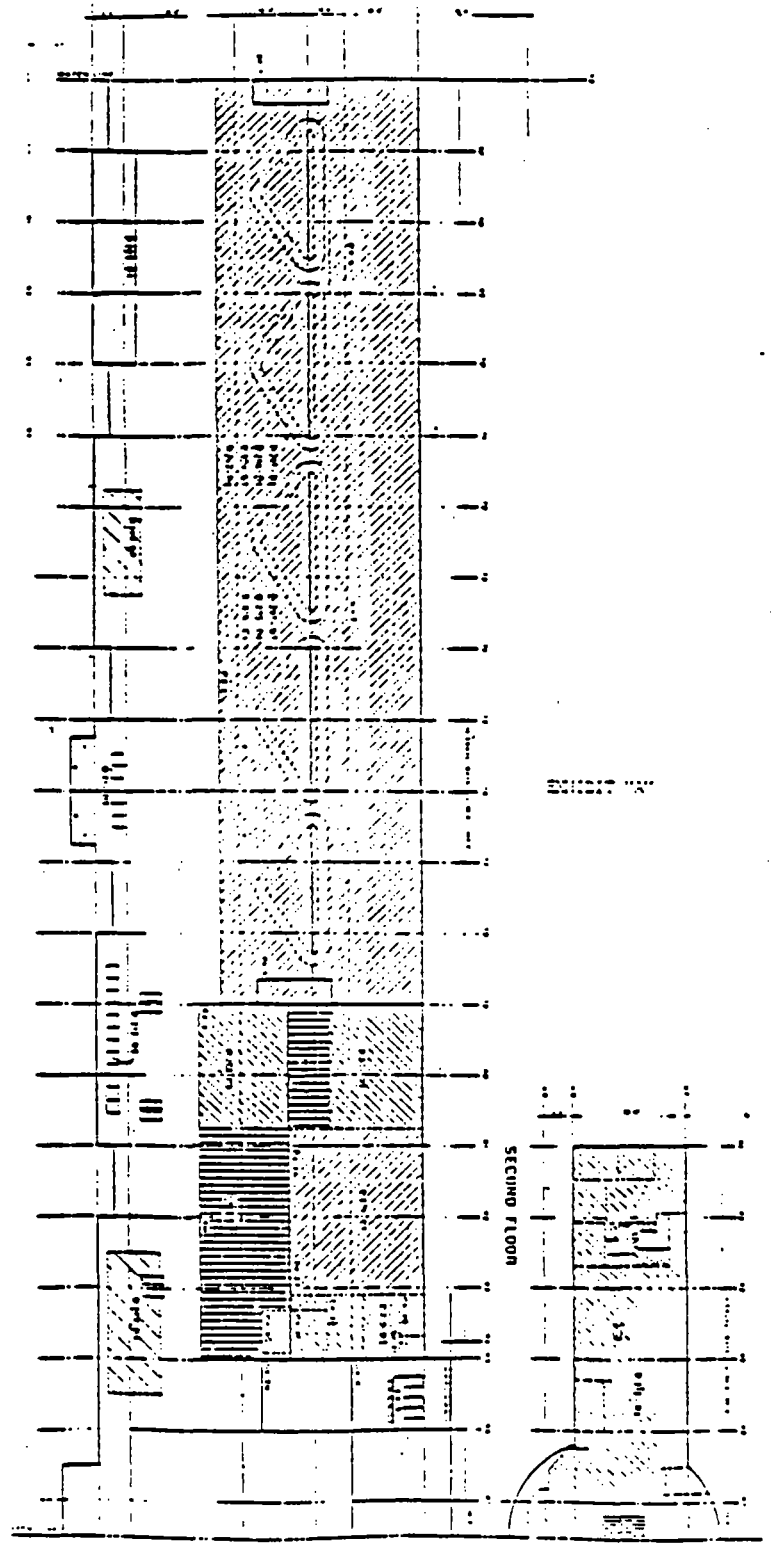
Automobile Rental Concession License Agreement.

(Continued on page 20739)

10/9/85

UNFINISHED BUSINESS

20737



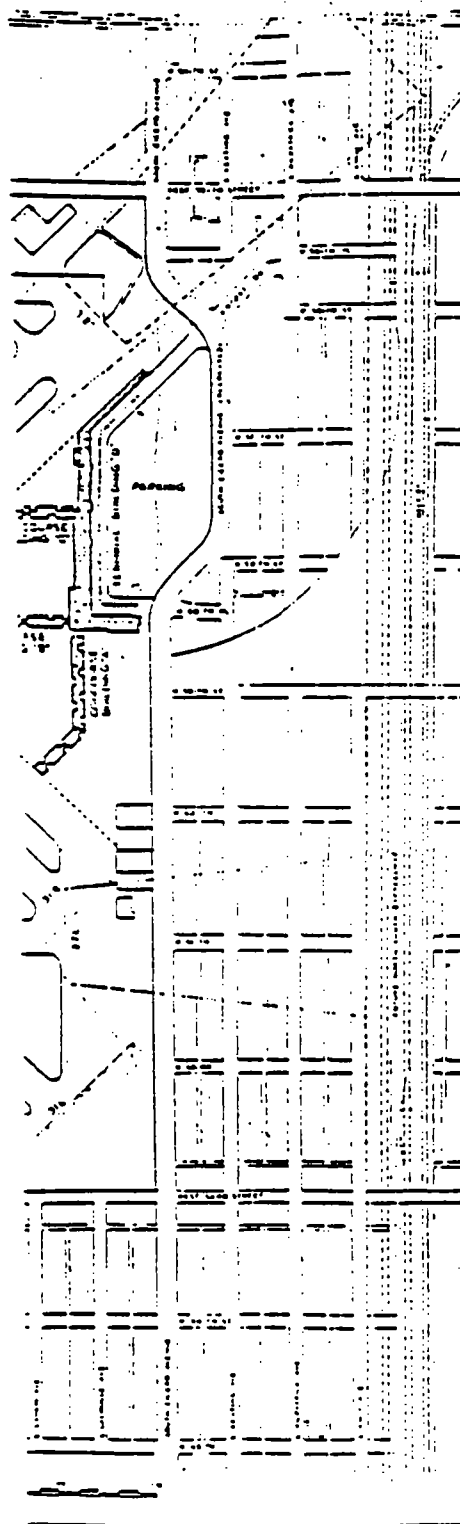


EXHIBIT 10



CHICAGO MIDWAY AIRPORT
AREA ASSIGNMENTS
LOCATION PLAN

C.F. MURPHY ASSOCIATES
ARCHITECTS
CHICAGO

ENGINEERS
ILLINOIS
RICHARD J. CALEY
MAYOR

DATE: 10/9/85 SCALE: 1"=100' SHEET NUMBER: 1855-01 OF 2

(Continued from page 20736)

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 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 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 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 percent (10%) *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 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, Non-discrimination 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 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, 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 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 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 20756 through 20757 of this Journal.]

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

AUTHORITY GRANTED FOR EXECUTION OF AUTOMOBILE
RENTAL CONCESSION AGREEMENT WITH AVIS
RENT A CAR SYSTEM, INCORPORATED
AT CHICAGO MIDWAY AIRPORT.

On motion of Alderman Damato, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of September 24, 1985, pages 20218 through 20239, recommending that the City Council pass a proposed ordinance authorizing the execution of an Automobile Rental Concession Agreement with Avis Rent A Car System, Inc. for certain premises at Chicago Midway Airport.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr -- 45.

Nays -- None.

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

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:

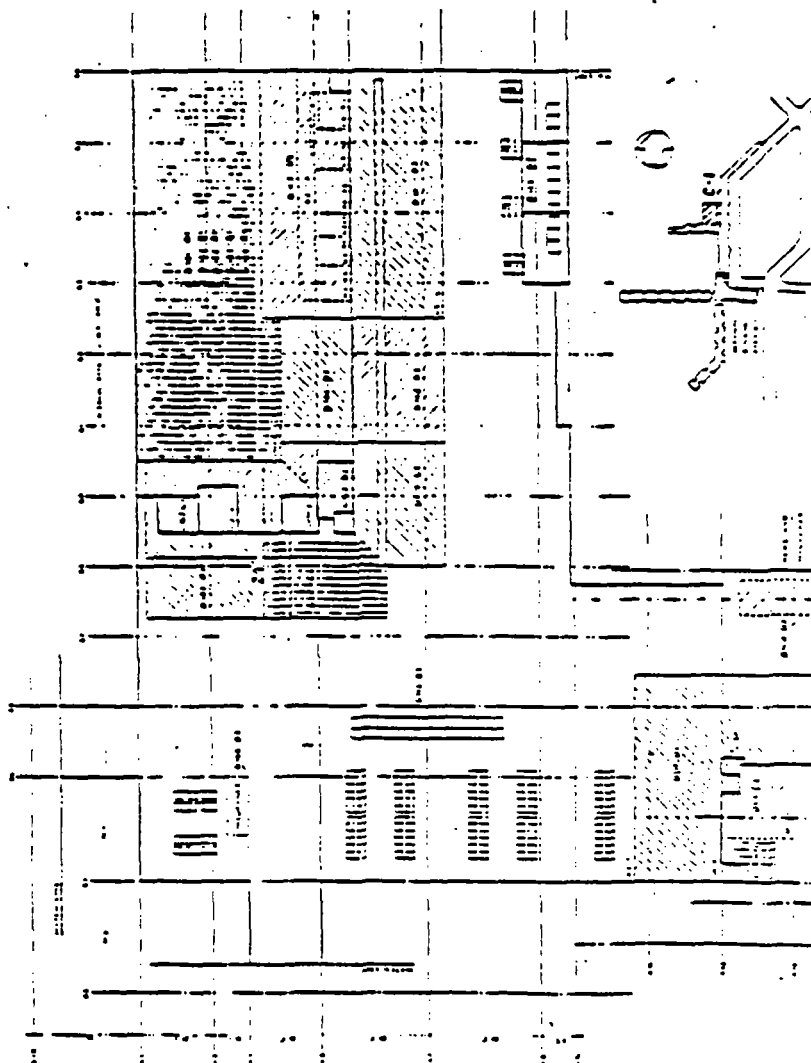
Be It Ordained by the City Council of the City of Chicago:

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:

Automobile Rental Concession License Agreement.

(Continued on page 20758)

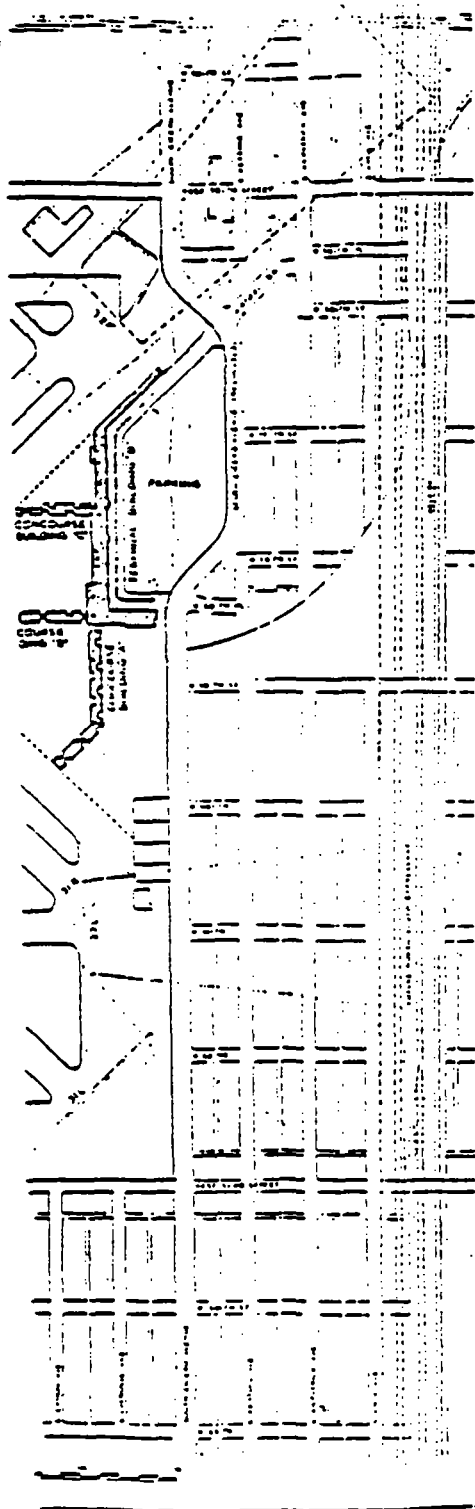
EXHIBIT "A"



10/9/85

UNFINISHED BUSINESS

20757



CHICAGO MIDWAY AIRPORT AREA ASSIGNMENTS LOCATION PLAN	
C.F. MURPHY ASSOCIATES ARCHITECTS CHICAGO	CITY OF CHICAGO ENGINEERS RICHARD J. GALE MAYOR
DATE: 10/9/85 SCALE: 1" = 100'	10/9/85

(Continued from page 20755)

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;

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 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 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 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 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 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 Licenser 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 Licenser 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 Licenser 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 Licenser 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 Licenser 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. Licenser 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, Non-discrimination 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 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.

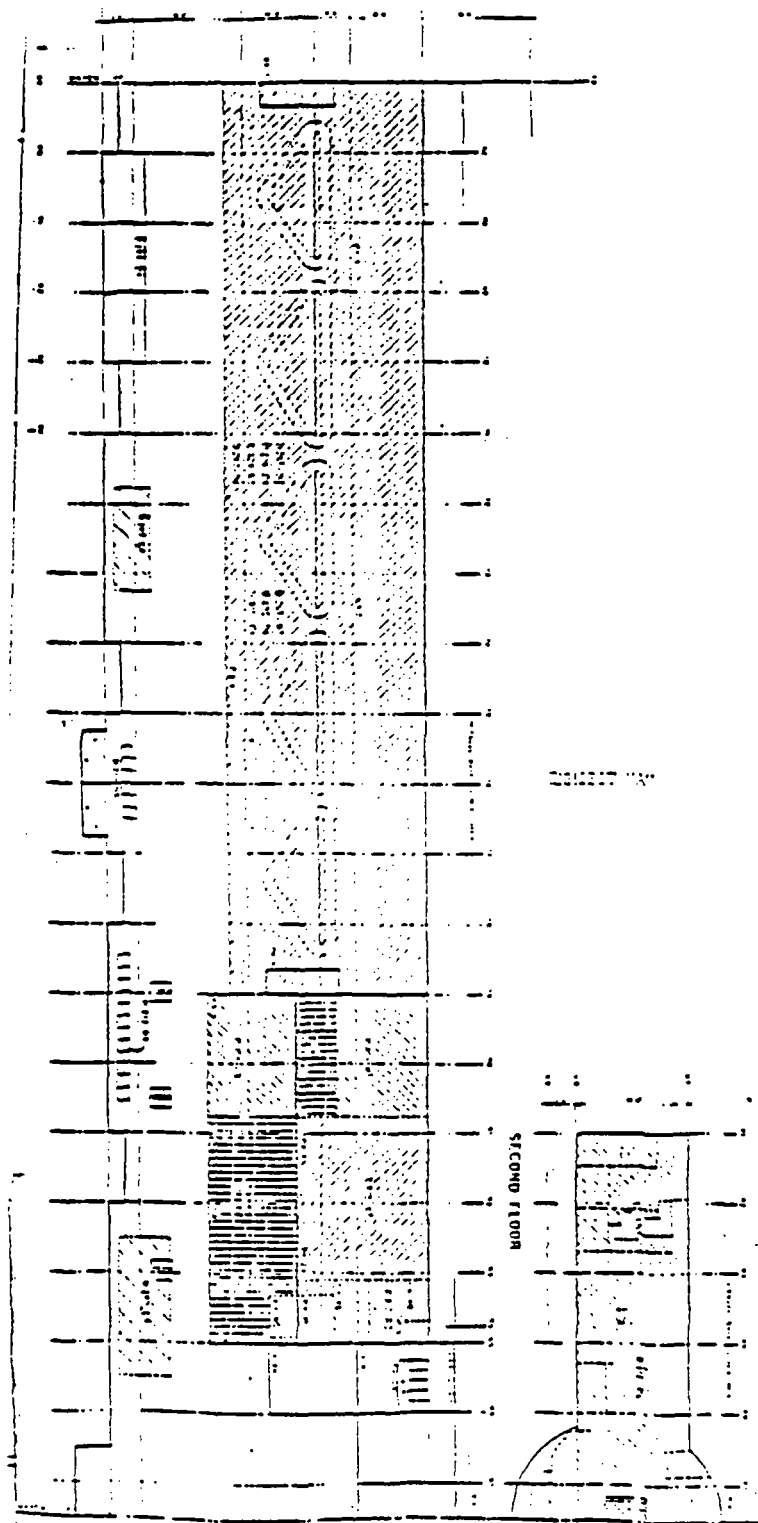
Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

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 20774 through 20775 of this Journal.]

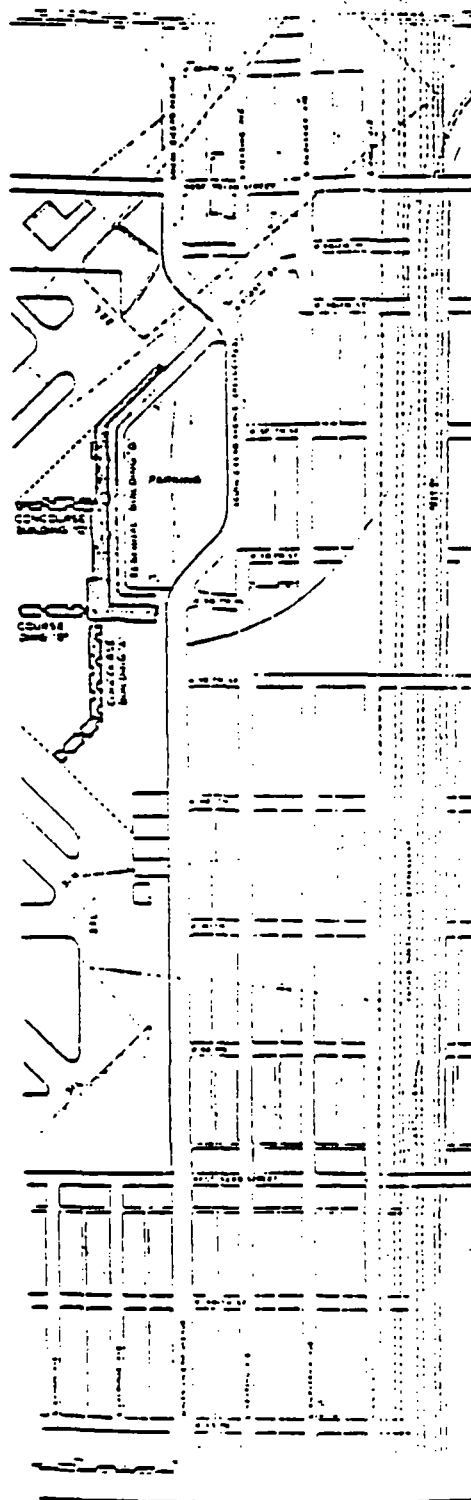
SECTION 2. This ordinance shall be in force and effect from and after its passage.



10/9/85

UNFINISHED BUSINESS

20775



SHEET "A"



CHICAGO MIDWAY AIRPORT
AREA ASSIGNMENTS
LOCATION PLAN

C.F. MURPHY ASSOCIATES	CITY OF CHICAGO
ARCHITECTS	ENGINEERS
CHICAGO	ILLINOIS
	RICHARD J. DALE
	MAYOR

DATE	SCALE	BY	DATE
10/9/85	1"=100'	J.M.	10/9/85
APPROVED	SEAL	DATE	10/9/85

MISCELLANEOUS BUSINESS

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Students from Ryerson School of Urban and Regional Planning from Toronto, Canada;

State Representative Thomas Homer.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday the ninth (9th) day of October, 1985, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the seventeenth (17th) day of October, 1985, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

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

Nays -- None.

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

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ronald D. Picur, Acting City Comptroller, under dates of September 30 and October 3, 1985.

Adjacent Neighbor Land Acquisition Program.

Transmitted herewith twenty-one (21) sealed bids. These bids were submitted in response to advertisement for the "Adjacent Neighbor Land Acquisition Program" which was authorized by ordinance passed March 6, 1981, pg. 5579, C.J. as amended July 23, 1982, pgs. 11830-11833, C.J., as amended January 7, 1983, pgs. 14803-14805, C.J. for the sale of City-owned property.

3140 West 15th Place.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the "Adjacent Neighbor Land Acquisition Program" which was authorized by ordinance passed March 6, 1981, pg. 5579, C.J. as amended July 23, 1982, pgs. 11830-11833, C.J., as amended January 7, 1983, pgs. 14803- 14805 C.J. for the sale of the above City-owned property.

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:

5751 South Aberdeen Street.

Lorraine Newton, 5749 S. Aberdeen Street, Chicago, Illinois 60621: Amount bid \$400.00, deposit check \$401.50 (cashier's check);

1800 South Avers Avenue.

Ruth Ann Davis, 1804 S. Avers Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (register check);

4424 South Berkeley Avenue.

Marion A. Bickham, 4426 S. Berkeley Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$325.00 (money order);

646 East Bowen Avenue.

Isaiah and Emma Hatcher, 652 East Bowen Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$350.00 (money order);

4761 South Champlain Avenue.

Cheryl Marshall, 4759 S. Champlain Avenue, Chicago, Illinois 60615: Amount bid and deposit check \$310.00 (money order);

9431 South Charles Street.

Anthony J. and Mary Jo Papaleo, 9435 S. Charles Street, Chicago, Illinois 60620: Amount bid and deposit check \$551.00 (certified check);

3248 West Crystal Street.

Norma and Lucas Casillas, 3250 W. Crystal Street, Chicago, Illinois 60651: Amount bid and deposit check \$300.00 (cashier's check);

10739 South Edbrooke Avenue.

Clara Mae Harris, 10743 S. Edbrooke Avenue, Chicago, Illinois 60628: Amount bid and deposit check \$400.00 (bank check);

4330 South Emerald Avenue.

Lupe G. Perez, 4328 S. Emerald Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$500.00 (treasurer's check);

2037 West Erie Street.

Ralph A. and Ida M. Scavone, Jr., 2035 W. Erie Street, Chicago, Illinois 60612: Amount bid and deposit check \$300.00 (money order);

3842 West Flournoy Street.

Luana Smith, 3840 W. Flournoy Street, Chicago, Illinois 60624: Amount bid and deposit check \$400.00 (money order);

12444 South Harvard Avenue.

George Carr, 12446 S. Harvard Avenue, Chicago, Illinois 60628: Amount bid and deposit check \$301.00 (money order);

4100 South Lake Park Avenue.

Lois Cunningham Oliver, 4104 S. Lake Park Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$300.00 (cashier's check);

4108 South Lake Park Avenue.

Mary H. Jones, 4106 S. Lake Park Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$300.00 (money order);

502 South Oakley Avenue.

Goldenia Washington Hogan, 504 S. Oakley Avenue, Chicago, Illinois 60612: Amount bid and deposit check \$300.00 (cashier's check);

3226 West Polk Street.

Dorothy L. Smith, 3224 W. Polk Street, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (money order);

8041 South Vincennes Avenue.

Charles Boose, 8039 S. Vincennes Avenue, Chicago, Illinois 60620: Amount bid and deposit check \$300.00 (money order);

1951 West Wabansia Avenue.

Sandra J. Gierke and Mary K. Stoppert, 1949 W. Wabansia Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check);

3132 West 16th Street.

Lawrence Warren, c/o Martin Tiersky, 5005 W. Touhy, Skokie, Illinois 60077: Amount bid and deposit check \$300.00 (cashier's check);

419 East 48th Street.

John Adams, 421 E. 48th Street, Chicago, Illinois 60615: Amount bid and deposit check \$301.00 (cashier's check);

523 West 78th Street.

Gerald Kelly, 525 W. 78th Street, Chicago, Illinois 60620: Amount bid and deposit check \$300.00 (cashier's check);

3140 West 15th Place.

Jesse Mims, 3132-4 W. 15th Place, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (cashier's check);

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 Thursday, October 17, 1985, at 10:00 A.M. in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.